### IDJI 6.02.3 – Capacity to contract - minors liable in contract

INSTRUCTION NO. \_\_\_\_

 The defendant has asserted the affirmative defense of minority in this case. To establish this defense, the defendant has the burden of proof on each of the following propositions:

 1. The defendant was unmarried and under the age of eighteen at the time the contract was entered into, and;

 2. The defendant disaffirmed the contract before becoming eighteen, or within a reasonable time thereafter and restored or offered to restore the consideration the defendant received as a result of the contract.

 [Provided, however, a minor cannot disaffirm a contract to pay the reasonable value of things necessary for the support of the minor [or that of the minor's family], entered into by the minor when not under the care of a parent (or guardian) able to provide for the minor.]