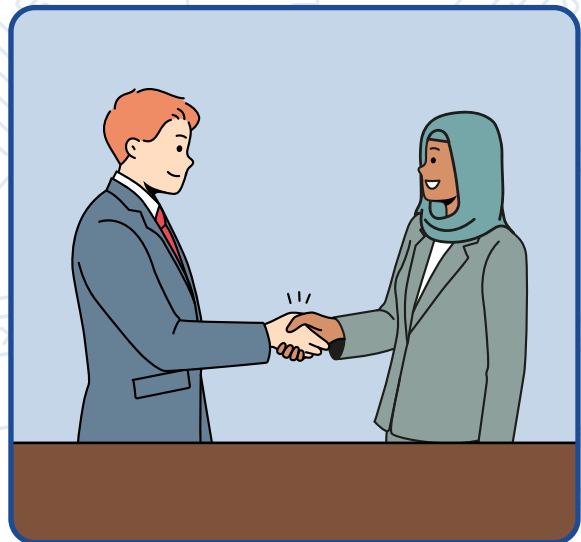
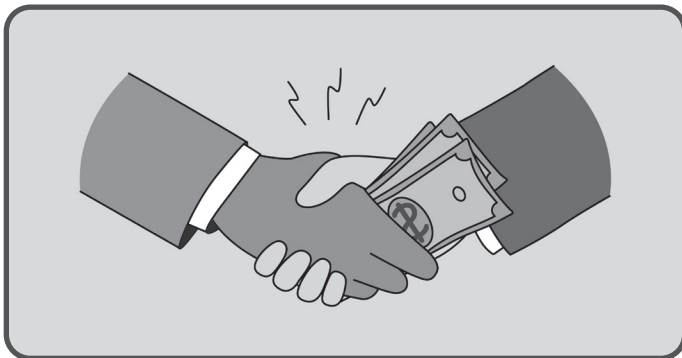


CONTRACT AND CONSUMER LAW



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2023 (Version 2.0)

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INTRODUCTION

Law 30 teachers often remark that students find criminal law the most exciting unit of study. The sensational nature of many crimes captures our interest, yet the reality is that on any given day, your students will most likely neither be victims nor perpetrators of crimes.

On the other hand, almost every day young people will encounter contract and consumer law issues. Knowledge of this area of the law will help students navigate everyday consumer transactions, and may even help them avoid disputes that could end up in court. Building student understanding of contract and consumer law has practical relevance for life, every day.

With this understanding, PLEA created *Contract and Consumer Law*. Specifically designed for Saskatchewan's Law 30 Curriculum, this resource fulfils several LAW30-CV3 indicators. Each lesson is broken down into objectives and procedures, and includes handouts, activities, and information backgrounders. While this resource provides all the basic tools for a unit of study in contract law, we encourage teachers to use this resource as one piece of a broad-based approach to teaching contract law.

Throughout this resource, you will see QR codes. Scan it with your phone camera to link to the resource being mentioned!

Because teachers are the professionals closest to the learning taking place in Saskatchewan classrooms, your thoughts and feedback on this and any other PLEA resource is always appreciated. Drop us a line at plea@plea.org.



OBJECTIVE

Students will learn the basic elements of a contract and understand when valid contracts do and do not exist.

PROCEDURE

1. Ask students if they or anyone they know has entered into any written contracts, such as cell phone agreements or car loans. What, to them, were important aspects of the contract?
2. Introduce contracts by reading *What is a Contract?*

KEY QUESTIONS

- Why would social invitations not be considered an enforceable contract?
- How does society benefit from contracts?

3. Assign *What is a Contract?* questions.
4. For homework or an in-class activity, teachers may have students examine common contracts and identify key elements (offer, acceptance, consideration) and secondary elements of these contracts. Teachers could find examples of contracts or have students bring their own.

FURTHER EXPLORATION

5. To explore how the implementation of a contract should be reasonable, check out the case study "Contract Law and the All-You-Can-Eat Buffet" in *Learning About the Law with The Simpsons*. Find it at teachers.plea.org or scan the QR code.



WHAT IS A CONTRACT?

When did you last make a contract? Surprisingly, you don't have to look far back—perhaps yesterday, or even this morning. Did you buy a sandwich? Place a coin in a soda machine? Get a haircut? These transactions involve entering into a contract.

A contract is a legally binding agreement between two or more persons, also called parties. One party promises to do something and the other party promises to do something in return. For example, Pat promises to cut Robin's lawn once a week and Robin promises to pay Pat \$10 per week. In this simple situation, Pat and Robin have a contract.

More complicated contracts exist when we enter into major agreements, like buying a house or borrowing money from a bank.

For a contract to be enforceable, there must be something of value (also called consideration) exchanged. Each party must receive a benefit. In our lawn-mowing example, Pat's labour has been exchanged for a fixed sum of money from Robin.

Not all promises are legally binding contracts. For example, social engagements are not legally enforceable contracts. If Pat agrees to meet Robin for lunch tomorrow and does not show up, neither Pat nor Robin expects any legal action as a result. Neither of them intended to create a legally enforceable agreement when they agreed to meet for lunch.

Promises of a gift are also not legally binding contracts. Your uncle could promise you a trip to Europe for successfully completing high school, but he would be under no legal obligation to give you the trip when you graduate.

WHAT'S IN A CONTRACT?

A contract must contain three things:

OFFER – a serious proposal which will lead to a contract being formed

ACCEPTANCE – an unconditional acceptance must be given that follows the terms of the offer: acceptance can be either spoken or clearly indicated by actions

CONSIDERATION – something of value exchanged to fulfil the contract

Let's see how offer, acceptance, and consideration could play out in real-life scenarios...

PAT: I'll give you \$20 for those skates. (Offer)

ROBIN: It's a deal! (Acceptance)

Pat gives Robin \$20 (Consideration) in exchange for the skates.

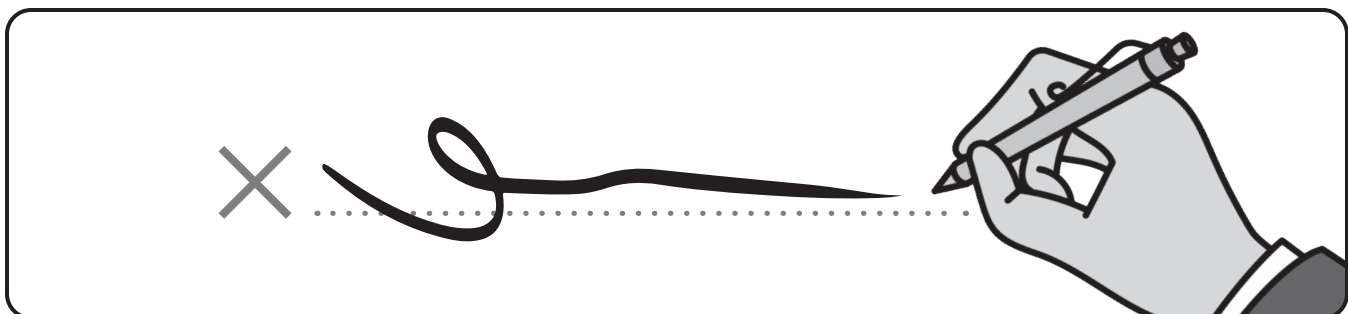
If the offer, acceptance, or consideration is missing, there is no contract.

PAT: I'll give you \$20 for those skates. (Offer)

ROBIN: Well... I'm not sure. (No Acceptance)

PAT: On second thought, I think I'll buy a new pair instead. (Offer withdrawn)

ROBIN: No, don't. I'll take the \$20. (Acceptance is too late – there is no contract)



WHAT IS A CONTRACT?

Once you have entered into a contract, you cannot cancel or alter it simply because you change your mind, unless the other party also agrees to cancel or alter it. If you refuse to perform your part of the contract, the other party can sue you in court.

The court can enforce the contract either by ordering you to perform your part of the contract or by ordering you to pay damages to the other person for breach of contract. A breach of contract is the legal term used when one person fails to perform their part of a contract.

ARE PRICE STICKERS AN OFFER?

Imagine going to an electronics store and finding a big-screen television with a \$25 price tag stuck to it. This is probably an error. But does the \$25 price sticker mean that you can purchase the TV for \$25?

Unfortunately for you, the price sticker is not considered an offer for sale. Instead, a price sticker is considered an Invitation to Treat. In other words, the price sticker is an invitation for you to make an offer. The retailer can either accept or reject your offer. The retailer has no obligation to sell merchandise for the price on the tag.

The retailer does not necessarily have to accept any offer that you make for their merchandise, either. As long as their reason for refusing your offer is not in violation of human rights legislation, such as refusing to sell to you based on gender, religion, race, or sexual orientation, the retailer is within their rights to refuse the offer.

SCANNERS AND PRICE ACCURACY

What happens if you go to the checkout at a major retailer, and when the item is scanned, the price that comes up is different than the price tag on the shelf? You may be entitled to a discount, or even to have the item for free.

If the item costs over \$10, you are entitled to a \$10 discount. If the item costs less than \$10, you can receive it for free. The only exceptions to this rule are prescription drugs, behind-the-counter cosmetics, and items with an individual price sticker.

These rules are spelled out in the Retail Council of Canada's *Scanner Price Accuracy Code*. The code was created in 2002, to give consumers confidence that the shelf sticker price would match the price at the cash register.

The *Scanner Price Accuracy Code* is not a law. It is a voluntary agreement that many major retailers have signed onto. Shelf stickers are still considered an Invitation to Treat, just like a price tag stuck onto an item is an Invitation to Treat.

For the full rules of the Code and a list of participating retailers, check out www.retailcouncil.org/scanner-price-accuracy-code/



WHAT IS A CONTRACT?

THE LETTERBOX RULE

It is now commonplace to conduct business through e-mail, telephone, and other instantaneous forms of electronic communication. However, not long ago most business was done through the mail. From this, the Letterbox Rule came to be. While antiquated, the rule is still in force.

When an offer is sent through the mail, the letterbox rule will apply. It considers the post office the Long Arm of the Recipient. Therefore, the moment that the acceptance is placed in the mail, it is considered to be in the hands of the recipient. The date the letter is received does not matter. This rule even applies if the letter is lost in the mail or delayed due to a postal strike. An offer cannot be withdrawn once acceptance is placed in the mail.

DOES 👍 MEAN "I ACCEPT"?

A Saskatchewan court recently concluded that a thumbs-up emoji constituted acceptance of a contract.

In a phone call, representatives from South West Terminal and Achter Land & Cattle Ltd. discussed and agreed to a flax contract. South West Terminal then sent a photo of the contract to Achter with the text message: "Please confirm flax contract."

Achter responded with a thumbs-up emoji. In the past, the two formed contracts in a similar way. South West Terminal would send a photo of the contract to Achter, and Achter would accept it with a few words, such as "Looks good," "OK," and "Yup."

However, when it came time to deliver the flax for this contract, Achter never came through. So South West Terminal took Achter to court.

Justice T.J. Keene ruled that "there was a valid contract between the parties that the defendant breached by failing to deliver the flax."

The judge observed that "a [thumbs up] emoji is a non-traditional means to "sign" a document." However, the two parties had a longstanding relationship of creating contracts in a similar manner. Therefore, the judge ruled "this was a valid way to convey the two purposes of a "signature" – to identify the signator (with a unique cell phone number) and . . . to convey Achter's acceptance of the flax contract." In short, the thumbs up emoji was ruled to be an electronic signature.

Achter Land & Cattle Ltd. was ordered to pay damages to South West Terminal for breaching the contract.

WHAT IS A CONTRACT?

DISCUSS

1. Consider the following everyday scenarios. Decide if a contract exists.
 - a) You buy a bike for \$25 at a yard sale.
 - b) You invite your friend to come over to see your bike.
 - c) Your aunt promises to pay you \$50 to stop riding your bike in traffic.
 - d) You buy a bike helmet from the hardware store.
 - e) You bring your bike to the sporting goods store for a tune-up.
2. List and describe the three elements that must be in place for a contract to exist.

3. In 1996, Pepsi introduced the Pepsi Points promotion. People could collect points from pop bottles to earn merchandise. A television advertisement that featured items that could be purchased with Pepsi Points humorously ended with a student landing at school in a Harrier jet, with the line "7,000,000 Pepsi Points" appearing on the screen.

Additional Pepsi points could be purchased to make up for point shortfalls. This led one Pepsi customer to present the Pepsi company with 15 Pepsi Points and a cheque for \$700,008.50 (to cover the excess points and shipping and handling) for the jet.

Pepsi refused to give him a Harrier jet. He sued.

Did the advertisement constitute an offer?



4. Brad likes doing business in old-fashioned ways. He sends a letter to Carol on September 1st offering to sell his car for \$2,500. Carol receives the letter on September 5th, and mails back an unconditional acceptance the same day. Brad receives Carol's acceptance on September 10th.

In the meantime, Rachel approached Brad on September 7th and offered him \$3,000 for the car. He accepted the offer.

Did Brad breach his contract with Carol? Explain.

1. a) You buy a bike for \$25 at a yard sale. **YES**
 - b) You invite your friend to come over to see your bike. **NO – this is a social invitation**
 - c) Your aunt promises to pay you \$50 to stop riding your bike in traffic. **NO – this is a promise of a gift**
 - d) You buy a bike helmet from the hardware store. **YES**
 - e) You bring your bike to the sporting goods store for a tune-up. **YES**

2. **List and describe the three elements that must be in place for a contract to exist.**

- *offer – a serious proposal which will lead to a contract being formed*
- *acceptance – an unconditional acceptance must be given that follows the terms of the offer*
- *consideration – something of value exchanged to fulfill the contract*

3. **Did the Pepsi advertisement constitute an offer?**

With a contract, any offer that is made must be serious. In the case Leonard v. Pepsico, 1996, the contract for the jet was not considered valid because the advertisement was not deemed to be a serious offer.

4. **Did Brad breach his contract with Carol?**

All the elements of a contract (offer, acceptance, and consideration) exist here, so the contract between Brad and Carol is valid. The fact that Brad mailed the offer, and Carol mailed the acceptance before Rachel entered into a contract to purchase the car means that the letterbox rule applies. Brad has breached his contract with Carol.

Unfortunately, by also entering into a contract with Rachel, Brad has created a contract with her that he cannot carry out. Brad no longer had the right to sell the car. This means that Rachel would have the right to sue Brad for any damages she may have incurred because of the void contract between her and Brad.

CATEGORIES OF CONTRACTS AND THE STATUTE OF FRAUDS

LESSON TWO

OBJECTIVE

Students will learn about written, oral, and implied contracts and understand how the *Statute of Frauds* affects contracts.

PROCEDURE

1. Review the three elements of a contract (offer, acceptance, consideration). Discuss ways that this can be accomplished in both verbal and written contracts.
2. As a class, read *Categories of Contracts*, having students give examples of implied, oral, and written contracts.

KEY QUESTION

- If a contract is made both orally and written, which would take precedent? Why? (Written – terms in writing are easier for a court to decipher than determining what arrangements have been made verbally)

3. Assign *Categories of Contract* review questions.



CATEGORIES OF CONTRACTS AND THE STATUTE OF FRAUDS

CATEGORIES OF CONTRACTS

Not all contracts need to be in writing. In fact, it would be impractical for some contracts to be in writing. For example, imagine having to create and sign a written contract every time you go for a haircut. It would be time-consuming and impractical.

The law recognises that it would be silly to require all contracts be in writing. This is why legally-binding contracts can be implied, oral, or written. Which type of contract is required depends upon the circumstances.

IMPLIED CONTRACTS

An implied contract is made when little or no discussion takes place regarding the content of the contract. The contract's content is implied by the actions of the parties.

For example, depositing a coin into a Coke machine is an implied contract. While no discussion between you and the Coca-Cola Company has taken place, it is apparent that you should get a can of Coke when you deposit coins into the machine.

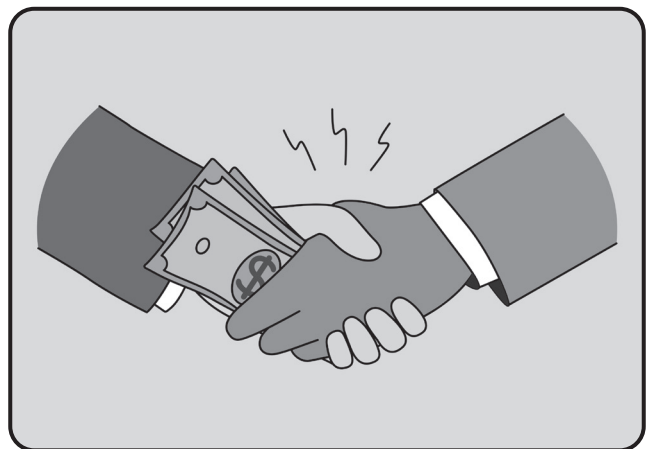
Getting onto a bus and depositing the fare is also an example of an implied contract. While no negotiation takes place between you and the bus driver, it is apparent that the bus will provide you with transportation.

ORAL CONTRACTS

An oral contract is created when two parties engage in a discussion of terms and then come to a verbal agreement.

For example, imagine asking your friend if she will repaint your bike for \$25. She responds yes, but only if you purchase the paint for her. You agree to the terms, and create an oral contract.

Just like a written contract, you should be sure to understand all of the terms that are included in the agreement. Oral contracts are legally enforceable. However, if you have to take the other party to court, you will have to prove the terms of the contract. This may be more difficult if the agreement is not in writing.



WRITTEN CONTRACTS

By law, certain contracts need to be in writing to be enforceable.

For example, in Saskatchewan sales contracts between private buyers and businesses for more than \$50 need to be in writing for the following purchases:

- **REMOTE CONTRACTS** - the purchaser and seller are not physically together, including things like phone or mail orders and catalogue shopping.
- **INTERNET CONTRACTS** - purchases made online.
- **MOST FUTURE PERFORMANCE CONTRACTS** - you agree to buy goods or services that you will receive or pay for in the future.
- **MOST PERSONAL DEVELOPMENT SERVICES CONTRACTS** - agreements for services related to things like health, fitness, dieting, modelling and talent, photo shoots, martial arts, sports, and dancing.
- **TRAVEL CLUB CONTRACTS** - membership agreements that give you the right to discounts or other benefits when purchasing travel or vacation-related services such as transportation and accommodations.

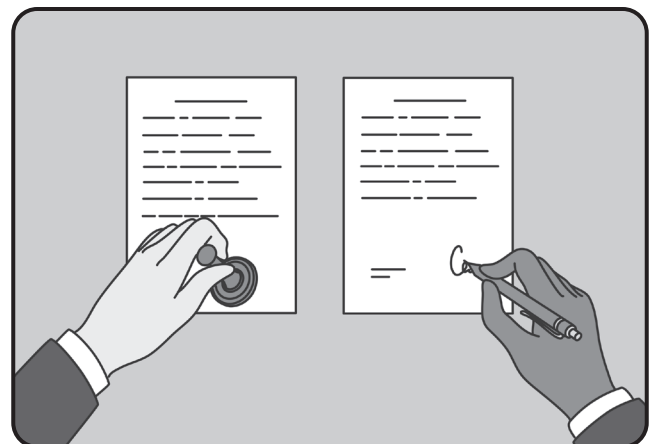
There are several other types of contracts that need to be in writing to be enforceable. These types of contracts are spelled out in the *Statute of Frauds*, a law that was enacted in 1677 by the English Parliament.

The *Statutes of Frauds*, originally called *An Act for the prevention of Frauds and Perjuries*, was created because England's Court of Common Pleas became overwhelmed with dubious cases about oral contracts. Litigants sometimes hired so-called "witnesses" to make up testimony, and the cases often turned into screaming matches. The court was left trying to determine who said what to whom. England's parliament recognised that many of these problems could be stopped by legislating that particular contracts needed to be in writing.

According to the *Statute of Frauds*, contracts that need to be in writing to be enforceable include:

- contracts that are not to be or cannot be completed in one year
- contracts for the sale of land
- contracts where an executor or administrator of an estate agrees to be personally liable for debts of estate
- contracts where a person agrees to be responsible for the debt of another person

Broadly, these rules are still in effect in most Canadian provinces.



DISCUSS

1. For the following scenarios, decide whether or not the contract in question needs to be in writing.
 - a) Tara rents a video game machine for the weekend for \$15.
 - b) Ahmed makes an agreement with John in April to mow his lawn for the summer and starts work.
 - c) Pia offers \$1,000 to anyone willing to clean out her mom's cluttered basement.
 - d) Virginia sells a barren plot of land to a neighbour.
 - e) Greg buys a leaf blower from LeafBlower-Warehouse.com.
 - f) Bertha buys a hot tub that will be installed at her cabin next summer.
 - g) Kendra agrees to co-sign her sister's car loan.
 - h) Hazel sells an old swag lamp for \$40.
 - i) Pavin agrees to buy all his carrots for the next two months from a neighbour who likes to garden.
 - j) Joy joins a cookbook-of-the-month club and agrees to buy 36 cookbooks over the next three years.
2. You receive a phone call on February 1st from Acme Corporation in Winnipeg. They guarantee to buy ten pairs of your hand-made knitted socks every month from May 1st of this year until April 1st the following year. You verbally accept that day, do not sign any agreement, and start knitting on May 1st as agreed. On December 10th they stop buying your knitted socks.

Can you demand that the contract be fulfilled and that you keep selling them your knitted socks until April 1st of the following year?
3. Martha agrees to give Tammy \$1500 a month for as long as she lives, and in exchange she will be her personal assistant. Does this contract have to be in writing?

1. For each of the following scenarios, decide whether or not the contract in question needs to be in writing.

- a) Tara rents a video game machine for the weekend for \$15. **ORAL**
- b) Ahmed makes an agreement with John in April to mow his lawn for the summer and starts work. **ORAL**
- c) Pia offers \$1,000 to anyone willing to clean out her mom's cluttered basement. **WRITTEN**
- d) Virginia sells a barren plot of land to a neighbour. **WRITTEN**
- e) Greg buys a leaf blower from LeafBlower-Warehouse.com. **WRITTEN**
- f) Bertha buys a hot tub that will be installed at her cabin next summer. **WRITTEN**
- g) Kendra agrees to co-sign her sister's car loan. **WRITTEN**
- h) Hazel sells an old swag lamp for \$40. **ORAL**
- i) Pavin agrees to buy all his carrots for the next two months from a neighbour who likes to garden. **ORAL**
- j) Joy joins a cookbook-of-the-month club and agrees to buy 36 cookbooks over the next three years. **WRITTEN**

2. You receive a phone call on February 1st from Acme Corporation in Winnipeg. They guarantee to buy ten pairs of your hand-made knitted socks every month from May 1st of this year until April 1st the following year. You verbally accept that day, do not sign any agreement, and start knitting on May 1st as agreed. On December 10th they stop buying your knitted socks.

Can you demand that the contract be fulfilled and that you keep selling them your knitted socks until April 1st of the following year?

The contract term is less than a year: May 1st until the next April 1st is only 11 months. However, this contract could not be completed within a year: the acceptance date is February 1st and the contract would not end until April 1st of the following year, which is 13 months. Therefore, the contract needs to be in writing to be enforceable at law.

3. Martha agrees to give Tammy \$1500 a month for as long as she lives, and in exchange she will be her personal assistant. Does this contract have to be in writing?

In this case, the contract falls outside the Statute of Frauds. While the promise was made for the life of Martha, there is no guarantee how long Martha will live. She may live for thirty years, or only six months. While it would be a good idea for the contract for life to be in writing, because it falls outside the statute, the contract does not have to be in writing.

OBJECTIVE

Students will learn when contracts are unenforceable.

PROCEDURE

1. Discuss the rules and penalties for impaired driving. Ask why we have laws prohibiting such activity. Link conversation to the idea that alcohol, cannabis, and other such substances impair a person's ability to do many things, including entering into a contract. If a person is impaired when entering into a contract, the contract could potentially be unenforceable.
2. With the idea of capacity to consent introduced as one type of scenario where a contract can be cancelled, read *Unenforceable Contracts* as a class.

KEY QUESTIONS

- Would it be fair to try to enforce a contract where an honest mistake exists? Why or why not?
- Why would undue influence be presumed to exist between certain groups, such as teachers and students?

3. Either as individuals or in small groups, have students create four columns in their notebooks:

MISREPRESENTATION

MISTAKE

DURESS

UNDUE INFLUENCE.

In each column, students should create a scenario where a contract would not be enforceable. Discuss scenarios as a class.



TEACHER BACKGROUND INFORMATION: CAPACITY TO CONTRACT

To enter into a contract, you must have the capacity to do so. Generally speaking, everyone is capable of entering into a contract. Exceptions are made for minors, those with mental disabilities and intoxicated persons. This is because contracts must be made with *consensus ad diem*. This means there must be mutual understanding of the terms of a contract. Minors, people with mental disabilities, and intoxicated people may not have the capacity to understand the terms. Therefore, *consensus ad diem* may not exist.

UNENFORCEABLE CONTRACTS

Some contracts cannot be enforced by law. For example, if you enter into a contract while under the influence of drugs or alcohol, you may not have the capacity to consent. This is because you may not be able to understand the terms of the contract. Therefore, the contract may be voidable.

There are many other situations where a contract that is entered into could be voided...

MISREPRESENTATION

Knowingly making misrepresentations or false statements to persuade someone to enter into a contract can make that contract voidable.

A misrepresentation can only make a contract voidable if it is about a major part of the contract. Minor details generally will not qualify. As well, the contract must be cancelled within a reasonable amount of time.

For example, imagine that you are thinking of buying a duplex from Diana, and renting it out. Diana tells you that the rent is enough to cover the mortgage payments. In fact, Diana says, the rental income last year totalled \$24,000. (Diana's representation to you of the rental income.)

You buy the duplex and then find out that the suites were vacant most of last year. Further, you discover that last year's rents were only \$10,000. (Diana's representation to you was a misrepresentation.)

Because the misrepresentation was a major part of the contract and because it convinced you to enter into the contract, you have the option to either continue the contract or cancel it.

MISTAKE

There are three types of mistakes that can void a contract.

COMMON MISTAKE – If both parties make the same mistake regarding the subject matter.

For example, imagine that you agree to buy a car from a dealer. As you sit in the dealer's office, the car catches on fire. You sign the contract, pay for the car, and walk out to the lot to find the car a smouldering heap. This contract would be void, because each person was mistaken about the condition of the car.

MUTUAL MISTAKE – If both parties have a different subject matter in mind, the contract will be void.

For example, imagine that you are negotiating a car purchase, and you think it's the red Ford but the seller thinks you are dealing on the blue Kia. This contract would be void, because both parties made a mistake as to the subject matter.

UNILATERAL MISTAKE – An error is made by one party. The other party knows that this is a mistake, but makes no attempt to fix this error.

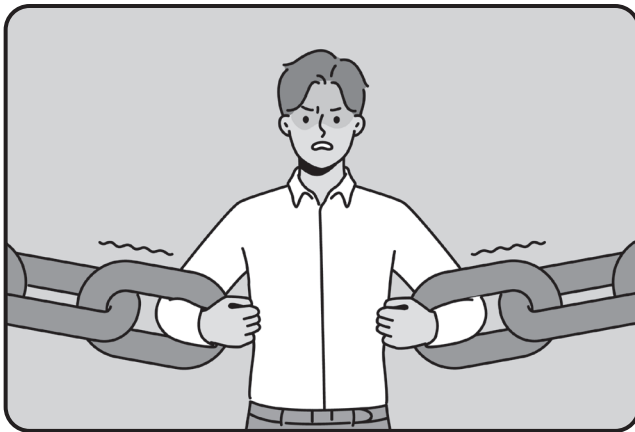
For example, imagine that Tyler sells you a vase that you believe is an ancient Roman artifact. In fact, Tyler bought the vase at Zellers. If Tyler knows that you think it's an ancient artifact, it is a unilateral mistake. This contract would be void.



DURESS

Genuine consent does not exist if a person agrees to a contract under the threat or use of physical violence.

For example, imagine that you tell a friend that if they do not buy your skates, you'll kidnap their dog. This contract would be void because your friend would be entering the contract under duress.



UNDUE INFLUENCE

Genuine consent does not exist if an improper use of power has been used by a person to form a contract. Generally, a court would need to decide if a situation involved the improper use of power. The burden of proof would rest upon the person alleging undue influence.

For example, imagine that you entered into a contract with the mayor of your town to buy his lawn mower. You later wanted to void the contract because you said the mayor exerted undue influence on you to buy the lawn mower. For the contract to be void, you would have to prove to the court how the mayor exerted undue influence.

However, in some relationships, undue influence is presumed to exist when alleged. Undue influence is presumed to exist in the following relationships:

- Parent contracting with child
- Teacher contracting with student
- Doctor contracting with patient
- Lawyer contracting with client
- Accountant contracting with client
- Clergyperson contracting with parishioner

Because of the power imbalance and emotional influence in the above relationships, any contract made between these people would be voidable at the option of the individual alleging undue influence.

UNENFORCEABLE CONTRACTS

KILLER DEAL!

A contract killing is when one person is hired to murder someone. Since 1917, it is estimated that the Chicago Mob has ordered over 1100 contract killings. Among these murders, mob boss Sam Giancana was murdered while frying sausage in his home, FBI informant Richard Cain was shot in a sandwich shop, and Al Capone's chief hit man Jack McGurn was gunned down in a bowling alley.

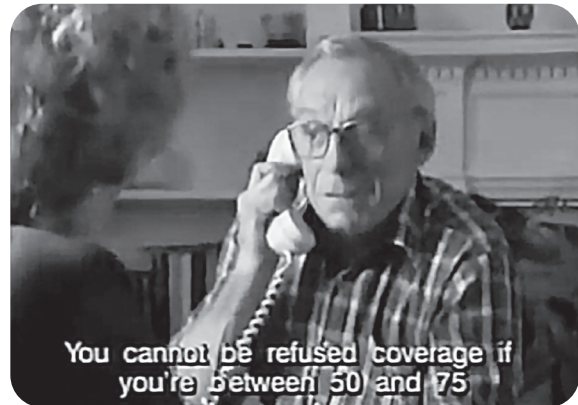
One commonality of all these crimes is that the elements of a contract exist. There was the offer to pay someone to commit a murder, the acceptance, and the consideration of payment for the killing.

However, the contract is not enforceable at law. This is because any contract for an illegal activity is not a legally binding contract.

LIFE INSURANCE - EVERYBODY IS ACCEPTED

A frequent claim in life insurance advertisements is that no applicant will be turned down. However, this claim does not necessarily mean that the full benefits will be paid if that person should die.

For example, Hans knows that he is on his deathbed, says nothing, and enters into a life insurance contract. Chances are the full benefits will not be paid out if he dies shortly thereafter. This is because remaining silent about a terminal health condition is considered a misrepresentation. Had Hans revealed this information, he only may have been eligible for a small insurance payout.



OBJECTIVE

Students will better-understand their relationship to contract law. Specifically, this lesson will explain how not being at the age of majority impacts rights and responsibilities when entering into a contract.

PROCEDURE

1. Ask students if they consider themselves, as a group, to have the same abilities as adults to evaluate their decisions. Have them justify their positions.
2. Move discussion of young people and their decision-making abilities into reading *Young People and Contracts*.

KEY QUESTIONS

- Are the provisions for young people entering into contracts fair for young people? Are they fair for adults who want to enter into contracts with young people?
- Do you, as a young person, think you are mature enough to understand entering into a contract?
- Imagine that the law in Saskatchewan was changed so that young people were treated the same as adults in matters of contract law. How would this influence society's general belief that young people should be provided special protections in matters of criminal law? [Only classes who have already studied Criminal Law and the Youth Criminal Justice Act should enter into a brief discussion of this question.]

3. Assign *Young People and Contracts* case studies.



YOUNG PEOPLE AND CONTRACTS

Young people have a unique place in law. You are not yet adults, but you are developing many skills and abilities of adulthood. You are entitled to many of the same rights as adults, and can be held to many of the same responsibilities. You will not, however, always be treated the same way as adults are treated.

This unique belief in law is generally founded on two beliefs:

- that children do not have the ability to properly evaluate their options and make sound decisions
- that it is the parental or guardian role to guide and make decisions for their children

Each province determines its own age of majority for laws under its jurisdiction. In Saskatchewan, the age of majority (the age at which people become adults in the eyes of the law) is 18. People who are under age may have certain rights and responsibilities restricted by the province.

Upon reaching the age of majority, you generally will have all the rights that every adult has. This includes the right to vote, get married, enter into contracts, and otherwise fully participate in society.

MINORS AND CONTRACTS

Contract law provides special protection to minors. Contracts that take unfair advantage of minors, or are not in their best interests, have no legal effect. Generally, individuals under the age of 18 cannot be held liable for contracts that they enter into, unless the contract is for the necessities of life or the minor has derived a real advantage from it.

In legal terms, “necessaries” takes into account many circumstances in one’s life, and may differ from person-to-person. Necessaries usually include things such as food, shelter, education and medical services. Necessaries can include a host of other things, depending on the minor’s circumstances. For example, a social media influencer living in the city may have some different necessities of life than a lumberjack living alone in the wilderness.

Saskatchewan law defines necessities as goods suitable to the condition of life of the minor and the minor’s actual requirements at time of sale and delivery.

Minors have the option of cancelling contracts for non-necessaries. This affords minors some protection against reckless or imprudent acts. It also helps protect minors from adults who may wish to take advantage of a minor’s imprudent acts and have them enter into contracts for things they simply don’t need. However, the law balances this special protection for minors against legitimate business interests.

For example, a minor may be tempted by a rent-to-own offer for a video game machine. The minor may come up with the required down payment and take the equipment home after entering into a contract that requires payments, plus interest, over time.

After using the equipment for a week, the minor might regret the purchase for any number of reasons. While the minor cannot be held to the contract—the video game machine is not a necessary of life—they must return the merchandise if they want to cancel the contract. And the seller may have a right to keep some or all of the down payment to compensate for the benefit the minor obtained during the time they had possession of the merchandise.

Regardless of your age and your position in life, there are certain things you should be aware of when entering into a contract. Before you sign, read all pages of a contract, including the fine print. Never...

- sign a contract you do not completely understand
- sign a contract simply because you want to get rid of a salesperson
- take a salesperson's assurances that part of the contract is unimportant and you do not need to worry about understanding it
- sign a blank contract and allow someone else to fill in the details later

If you still are uneasy about a contract, simply do not go ahead with it.

BRAINS AND MATURITY

In law, we become adults at 18. However, neuroscience research has shown that the brain's ability to control impulsive behaviour typically does not mature until around age 25. This is because the frontal lobes—the part of our brains that control things such as impulse—keep growing until around age 25.



YOUNG PEOPLE AND CONTRACTS

CASE STUDY ONE: SKATING ON THIN ICE

Gerry is 17 years old. He bought a pair of skates for \$160 at the local sports store. He paid \$100 cash and agreed to pay the balance at the end of the month. He took the skates home and then went skating.

Later, Gerry realised that he would not have enough money to pay the \$60 owing on the skates. He took the skates back, with the sales slip, and asked for a refund of \$100 in exchange for the skates.

1. Did Gerry enter into a contract with the sports store?
2. Would skates be considered a necessary?
3. Can the sports store make Gerry pay the \$60 and insist that he keep the skates?
4. If Gerry can't pay the \$60, can he keep the skates? Would he get his \$100 back if he returned the skates?
5. If Gerry had not used the skates could he get his full \$100 back?

CASE STUDY TWO: CHARGE IT!

Jo is 16 years old. She spends the summer working at a resort town. She stays in a cabin with her cat. The General Store in town allows people to charge groceries and other goods if they agree to pay their account every 30 days. Jo shops at the General Store and charges all items to her account.

One weekend Jo went into the city to go to the exhibition. The trip cost more than expected and she is unable to pay her General Store account. The store manager now wants to collect the money owing.

1. Is there a contract between Jo and the General Store? Explain.
2. If Jo bought cosmetics, cat food, and lace curtains for her cabin on credit can the General Store collect for these items?
3. Is it likely that the General Store could collect for items such as milk, cheese, shoes, and gloves?
4. How might the General Store proceed to collect the money that Jo owed?

CASE STUDY THREE: A FRIEND IN NEED

Marina is 17 years old. She borrowed \$500 from JJ, an adult friend. Marina needed the money for car trips and repairs, school supplies, clothes, and an insurance premium for her car.

JJ wants Marina to repay the money, but she refuses to do so.

1. Was the money used to provide Marina with necessities of life? Explain.
2. Is Marina legally responsible for repaying the loan?
3. If Marina drove her car for pleasure only, would she be required to repay the portion of the loan used for operating her car?
4. If you were JJ, what would you do to collect the money Marina had borrowed?

ANSWERS

CASE STUDY ONE: SKATING ON THIN ICE

1. Did Gerry enter into a contract with the sports store?

Yes, Gerry made a contract with the sports store. He agreed to buy the skates and the store agreed to sell him the skates. Something of value is being exchanged—Gerry gets the skates and the store gets (or will get) the money.

2. Would skates be considered a necessary?

No. The skates are not likely to be considered a necessary. They are used for recreation and cannot be described as essentials.

3. Can the sports store make Gerry pay the \$60 and insist that he keep the skates?

No, the sports store cannot make Gerry pay the \$60 and make him keep the skates. Gerry is under the age of 18. The law says that any contract he enters into (except certain types of cases, such as employment contracts and necessities) is voidable. Put another way, he can choose whether or not he wants to be bound by the contract. Gerry may choose to go through with the contract or not. The sports store has no say in the matter—it is Gerry's choice.

4. If Gerry can't pay the \$60, can he keep the skates? Would he get his \$100 back if he returned the skates?

No. Gerry no longer has any right to the skates if he voids the contract. Gerry must return the skates to the store. He may not get all of his \$100 back, because he has had some benefit from the contract: his use of the skates to go skating.

5. If Gerry had not used the skates could he get his \$100 back?

Yes, Gerry could likely get his \$100 back if he had not used the skates.

CASE STUDY TWO: CHARGE IT!

1. Is there a contract between Jo and the General Store? Explain.

Yes. Jo and the General Store have a contract. She buys groceries and other things at the store and they allow her to buy on credit providing that she pays her account every 30 days.

2. If Jo bought cosmetics, cat food, and lace curtains for her cabin on credit can the General Store collect for these items?

Items such as cosmetics, lace curtains, and cat food are generally not considered necessities. That understood, the scope of the term necessary will vary from person to person, depending on their circumstances.

The store cannot collect for money owing for items that are not necessities. If Jo voids this part of the contract she cannot keep the items that she still has in her possession, like the lace curtains.

3. Is it likely that the General Store could collect for items such as milk, cheese, shoes, and gloves?

Food is a necessary and clothing is generally considered to be a necessary as well. While it seems clear that Jo will have to pay for the milk and cheese it could be argued that the shoes and gloves were not necessities. This would depend on the situation. Clearly some clothing is necessary but clothing is often purchased for other reasons. For example, if Jo already had ten pairs of shoes, another pair would likely not be considered a necessary.

4. How might the General Store proceed to collect the money that Jo owed?

If the contract is not voidable or is not voided by Jo, the General Store might collect the money that Jo owes them by suing her in Small Claims Court. A more neighbourly solution might be to arrange for Jo to pay her bill over the next few months.

**CASE STUDY THREE:
A FRIEND IN NEED**

- 1. Was the money used to provide Marina with necessities of life? Explain.**

Yes and No. Marina used the money for some items that were necessities and some items that were not necessities.

The car trips probably were not necessities, nor were the car repairs. Some cases have held that a car is a necessary, and other cases have held that a car is not a necessary. It depends on what the car is used for, and what the judge rules to be the facts of the case. If a car is not a necessary, it seems unlikely that a judge would find the car insurance to be a necessary.

On the other hand, school supplies and clothes are necessities, unless it could be shown that Marina already had enough school supplies and clothes.

- 2. Is Marina legally responsible for repaying the loan?**

Yes. Marina is legally responsible for repaying the loan for items that are necessities. See the answer to question 1 above.

- 3. If Marina drove her car for pleasure only, would she be required to repay the portion of the loan used for operating her car?**

No. Marina is not obliged by law to pay back the portion of the loan used for operating her car if she used it for pleasure only. She would only have a moral responsibility to repay the loan. As mentioned above, courts have refused to find that a car is a necessary, whether she used it for work, to get her to school, or for pleasure. JJ was taking a risk when he loaned the money to Marina.

- 4. If you were JJ what would you do to collect the money Marina had borrowed?**

JJ should try to discuss this case with Marina. JJ could sue Marina in Small Claims Court for money he loaned her for necessities.

ENDING A CONTRACT AND BREACH OF CONTRACTS

LESSON FIVE

OBJECTIVE

Students will understand the conditions for ending a contract.

PROCEDURE

1. Discuss with students that contracts are not necessarily permanent. Most have an ending point, and there can be mutual ways to end a contract.
2. Read *Ending a Contract* as a group.

KEY QUESTIONS

- What ways could a contract end because of impossibility of performance?
- Is it fair to all parties that bankruptcy ends a contract?

3. Discuss costs involved in going to court, such as time and money. Have students debate whether or not this cost is a barrier to achieving justice when a contract is breached.
4. For a few particular types of contracts, the law in Saskatchewan spells out other terms that—if they are not met—can allow for the contract to be cancelled. Find these rules at plea.org/consumer-protection-1/contracts-for-purchase/cancelling-a-contract or scan the QR code.



ENDING A CONTRACT

In general, all contracts have an ending point. This will occur when both parties complete or discharge their obligations under the terms of the contract. This is otherwise known as performance of contract.

However, this is not the only way contracts can end. Other ways of terminating contracts include...

AGREEMENT

When contracts are discharged through agreement, it simply means that all parties come to an agreement of the terms to end a contract.

For example, if you had an nine-month-long contract to supply Acme Corporation with knit socks and they decided they no longer wanted your knit socks after five months, you and Acme Corporation could agree to ending the contract early.

IMPOSSIBILITY OF PERFORMANCE

If events occur beyond a party's control, then the contractual relationship can be ended.

For example, if a tornado destroys Acme Corporation's office, warehouse and showroom, leaving them unable to market socks for the coming winter, then your contractual relationship knitting socks for them could be ended.

BANKRUPTCY

If one of the parties declares bankruptcy, then generally speaking the contract will end.

For example, if Acme Corporation goes bankrupt then your knitting contact with them would end.

BREACH OF CONTRACT

Contractual relationships can be terminated through a breach of contract. A breach of contract occurs if one party fails to perform their part of the agreement. In this case, the other party is no longer obliged to perform their obligations under the contract. However, unlike the above ways of ending a contract, in a breach of contract situation the innocent party to the contract may be entitled to compensation.

For example, if Acme Corporation simply decided to stop buying your knit socks, they would be in breach of contract.

If a court finds a contract is breached, remedies that a court could find include:

- payment of damages for losses realised from not fulfilling the contract; or
- an order of specific performance, requiring the offending party to fulfill the original contract.



OBJECTIVE

Students will learn about laws that regulate some contractual transactions, including *The Consumer Protection and Business Practices Act* and *The Direct Sellers Act*.

PROCEDURE

1. Ask students to think of times they were dissatisfied with merchandise they purchased. Have them briefly describe the process they took to have the problem remedied.
2. Read *The Consumer Protection and Business Practices Act* as a group and link student experiences to reading.

KEY QUESTION

- Is it a good idea to get guarantees in writing, especially for second-hand items?

3. Lead classroom discussion of case studies. Studies One, Two, and Three will build understandings of when and how *The Consumer Protection and Business Practices Act* applies. Study Four will introduce students to *The Direct Sellers Act*.



Under the basic premise of common law, *caveat emptor* or buyer beware is the rule that applies to all purchases and contracts. This means that the responsibility for knowing all that should be known about a product lies with the consumer.

Because this principle of common law can at times be too sweeping, most jurisdictions in Canada—including Saskatchewan—have passed laws to mitigate *caveat emptor*.

In Saskatchewan, *The Consumer Protection and Business Practices Act* is the legislation which outlines seller and manufacturer responsibilities for all consumer products sold in the province. The act gives consumers certain “statutory warranties” that the seller or manufacturer cannot legally limit or avoid. However, these warranties do not apply to private sales.

Some statutory warranties created by *The Consumer Protection and Business Practices Act* include:

- The seller has a right to sell the goods
- The goods will not have any liens against them, unless the buyer has been told about them
- The goods must match their description
- The goods must be of acceptable quality, except for defects that the consumer was told about, or that the consumer had an opportunity to discover
- The product must be durable for a reasonable period of time
- Spare parts and repair facilities must be available for a reasonable time after the date of purchase

Second-hand dealers can exclude or change any of the statutory warranties if they let the consumer know about these exclusions or changes before the purchase is made. Guarantees by second-hand dealers are best made in writing.

In addition to the warranties spelled out in the law, there are such things as express warranties. Express warranties are defined broadly to include promises, representations and statements of fact or opinion that can reasonably be interpreted by a consumer as a promise relating to the sale, quality, quantity, condition, performance, efficacy, use or maintenance of the product. For example, if a salesperson tells you that the boots you are buying are waterproof, then this would be considered an express warranty.

Sales Puffs are not considered an express warranty. A Sales Puff is an opinion, not a fact. For example, if a salesperson says “These neon pink boots are the best-looking footwear on the market,” they are merely stating an opinion. It is a Sales Puff.

Some products are also protected by written warranties. Written warranties may be given by a seller or manufacturer that are in addition to any of the statutory warranties that consumers have by law. These warranties cannot exclude or place limits on the statutory warranties given by law. However, retail sellers can opt out of additional warranties if they notify the purchaser in writing before the sale that they do not adopt the additional warranty.

REMEDIES

If a warranty is breached consumers are entitled to certain remedies.

If the product is repairable, the consumer must give the seller reasonable time to repair it, at no cost to the consumer.

If the product or services are substantially different from what a consumer could reasonably expect given things like the purchase price or description a consumer can choose to return the product for a refund instead of getting it repaired.

If a product cannot be repaired, the consumer can reject the item and get a refund (less the value of any use received from the goods). This applies even where there is a store policy of No Refunds.

If the seller won't repair the product, the consumer can get someone else to repair it and sue for reimbursement from the seller, including damages for any expenses incurred as a result.

If a seller or manufacturer wilfully breaches a statutory warranty, a court may award extra damages to the consumer.

Warrantors (the manufacturers or sellers giving the warranty) are responsible for the costs of taking the product apart and putting it together again, unless the consumer agrees to pay those costs. The consumer is responsible for getting the product to the manufacturer or seller so that it can be repaired. However, if the size, weight or installation of the product means that the removal or transport would be a "significant cost" to the consumer, the seller or manufacturer must pay these costs.

THE DIRECT SELLERS ACT

Special consumer protections apply to sales made by what are called direct sellers. In Saskatchewan, direct sellers are considered persons who sell items by going door-to-door, by calling over the phone, or by holding a home party to sell goods.

CONSUMER CASE STUDY ONE: RYDER v. MOUNTAIN ED'S BIKE SHOP

Jason Ryder bought a brand new mountain bike. He was planning to ride on some rugged trails, and maybe enter some races. The salesperson at Mountain Ed's Bike Shop told him it was a solid, well-made bike that would be good for trail riding. On Jason's first major trek of the spring, one of the pedals on his new bike flew off. Then the front wheel came loose, causing Jason to wipe out and suffer bruises and scrapes.

Jason took Mountain Ed to Small Claims Court to get a new bike and claim damages for his injuries.

TALKING POINTS

1. Should Jason get a new bike from the dealer?
2. Would it have made a difference if the salesperson had not said what he did about the bike?
3. Is Mountain Ed responsible for Jason's injuries? What about the manufacturer?

THE JUDGE'S DECISION

The judge ordered that Mountain Ed replace Jason's bike free of charge. She found that the bike was defective and not suitable for its purpose—that is, off-road and trail riding.

Saskatchewan law says that if a consumer product is not of reasonable quality, the buyer is entitled to have it replaced or repaired by the manufacturer or dealer in a reasonable period of time. The law also says that a consumer product must be fit for the purpose for which it was intended. The judge said that Jason was using the bike as it was intended to be used and the bike did not function properly. Because the bike was so badly damaged, Jason was entitled to a new bike.

The judge also ordered the manufacturer of the bike to pay Jason \$200 for the damages he suffered. She said the manufacturer has a duty to make sure its bikes do not fall apart when people are riding them and to realise that if they do, the riders will get hurt.

CONSUMER CASE STUDY TWO: **B. v. LEATHER RANCH**

Mr. B. bought a leather coat at The Leather Ranch for his wife. He told the sales clerk that the coat was a gift. The clerk told him that if the coat didn't fit, or if his wife didn't like it, it could be exchanged for anything in the store. At the front counter a large sign stated "no money refunded" and this was also printed on the invoice.

Mrs. B. later came to the store and chose a different coat, which cost \$600 less. When she learned that she would receive a credit note for the difference in price, not cash, she refused to purchase the coat. She returned the original coat and received a credit note.

Mr. B. sued. The coat was not faulty. However, he claimed that the store breached warranties that entitled him to reject the coat and receive a refund of the purchase price.

TALKING POINTS

1. Is Mr. B. entitled to a refund?
2. Would the result be different if Mrs. B. wanted to return the jacket because it wasn't warm enough for her standards?

THE JUDGE'S DECISION

The judge found that a term of the contract was that there would be no cash refund. The judge found that Mr. B. had not asked whether he could return the coat and receive a cash refund, nor had the store said that they would refund his money.

There was no express warranty as to the quality of the jacket. Simply displaying the coat in the store window does not trigger a warranty under *The Consumer Protection and Business Practices Act*. Nor was there an implied warranty that the coat was fit for a "particular purpose." That phrase contemplates an article which will be put to a specific use. Here, Mr. B. was looking for a gift for his wife, not for a specific article. The judge stated that anything could constitute a gift. Even if there was a breach, it was not of a substantial character, which would have entitled Mr. B. to receive his money back.

CONSUMER CASE STUDY THREE: **S. v. G.**

Carol bought a used Pontiac Sunbird from Jane for \$1,700. Soon she began to have trouble with the vehicle. The car was old, with high mileage. Some defects were apparent even when she first inspected it. Nonetheless, Carol expected that she was buying a car that was in drivable condition and that would perform satisfactorily for a period of time

Not long after buying the car, a mechanic told her that it was not in drivable condition. The brakes were in a dangerous state, and the car had other significant problems. Later still, a complete engine rebuild was required.

Carol sued Jane for a portion of the cost of repairs to the brakes and the timing belt. Carol alleged that Jane assured her that these parts were in good working order. Jane had written "as is" on the bill of sale.

TALKING POINTS

1. Who is ordinarily responsible for checking the condition of a car that is being sold privately (ie. not by a car dealer)?
2. Does *The Consumer Protection and Business Practices Act* apply to a private sale?
3. Does the fact that Jane wrote "as is" on the bill of sale mean that Carol is out of luck?

THE JUDGE'S DECISION

The sale was a private sale and *The Consumer Protection Act and Business Practices Act* did not apply. The act only applies when a dealer sells a used car. Thus, Carol could not take advantage of the warranties available under that legislation.

A buyer is responsible for checking the state of a used car. The phrase that describes the buyer's position is *caveat emptor* (buyer beware). However, Jane made an oral representation that the brakes were in good condition, which in reality was a misrepresentation. That representation overrode the words "as is" that were written on the bill of sale. The judge ruled that Jane was therefore responsible for part of the cost of repairing the brakes and the timing belt.

CONSUMER CASE STUDY FOUR: T. v. V.

Mr. and Ms. T. bought a vacuum cleaner from a door-to-door salesperson. It cost \$2,434.33. Ms. T. testified that the salesperson was extremely persistent and would not take no for an answer. He refused to leave their home. Finally, they decided they would buy the vacuum cleaner to get rid of the salesperson and then cancel the sale.

The contract contained a notice under *The Direct Sellers Act* informing the buyer that the buyer has a right to cancel the contract within 10 days, and that no reason is necessary to cancel. The notice also gave details of how to cancel the contract, saying that it must be by a method that will allow you to prove that you gave notice.

Over the next few days they said they had phoned the Winnipeg telephone number shown on the contract several times, but got no answer.

After using the vacuum cleaner a few times it began to malfunction and they packed it away.

About a year later Ms. T. sent the powerhead to Mr. V. (whose company sold the vacuums) for repairs. He put a new belt on it and returned it. Soon after, Ms. T. sent the entire unit to Mr. V. who refused to accept it. It was at this point when Ms. T. filed a lawsuit.

TALKING POINTS

1. Did Ms. T. take the necessary steps to cancel the contract?
2. Are Mr. and Ms. T. entitled to compensation because the vacuum broke down after being used just a few times? How soon after it broke down would they have to complain to be compensated?
3. Should the owner of the company and/or the salesperson be penalised for using forceful sales tactics that resulted in Mr. and Ms. T. buying a vacuum just to get rid of the salesperson?

THE JUDGE'S DECISION

Mr. and Ms. T.'s claim under *The Direct Sellers Act* failed. They did not send a registered letter or use another method of delivery that would allow them to prove that they gave notice of cancelling the contract. The judge wrote "The provisions of the Act regarding notice of cancellation were enacted to provide a simple, low-cost method for a buyer to cancel a direct sale, no questions asked. Ms. T. did not take the simple steps open to her in the days immediately after the sale, nor did she take timely or reasonable steps thereafter to deal with the matter." This part of their claim was dismissed.

Mr. and Ms. T. also had a claim under *The Consumer Protection Act*, which provides a warranty that products are to be durable for a reasonable period. The judge noted that a machine costing \$2,400 should be "of great durability and outstanding performance." It was not. However, a buyer must act within a reasonable period of time. The judge considered that a reasonable time, in the circumstances, would be three months. Because Mr. and Ms. T. did not take any steps to have the vacuum cleaner repaired within three months, this claim also failed.

Concerning a third issue, Mr. V. was found to have permitted "unfair practices" because his salesperson refused to leave without making a sale. The judge noted that Mr. V. demonstrated that he attempts to operate ethically, but held him responsible nevertheless for the undue pressure exerted by his salesperson. The judge ordered Mr. V. to pay Mr. and Ms. T. \$300 in punitive damages. The judge noted that if the claim had been brought when the problem first arose the contract might have been cancelled or greater punitive damages ordered.

OTHER PLEA LEARNING RESOURCES

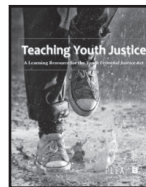
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Lord of the Flies: The Novel Study

William Golding's novel offers lessons about how societies will break down without laws. Created for English B30.



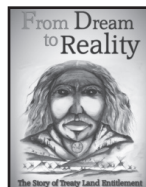
Teaching Youth Justice

The Youth Criminal Justice Act adapts criminal law processes to meet the unique circumstances of young people. Created for Law 30.



Democracy and the Rule of Law

Nobody is exempt from the law in Canada. Ideally, it is an equalising force that forms the basis of our governance. Created for Law 30 and Social Studies 30.



From Dream to Reality

Treaty Land Entitlement has helped make land available for First Nations, to help fulfill our Treaty obligations. Created for Social Studies 30.



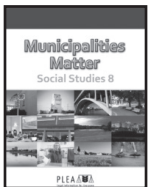
Direct Democracy: Plebiscites and Referendums

Saskatchewan has a fascinating history of plebiscites and referendums. Created for Law 30 and Social Studies 30.



R. v. Wyler Mock Trial Kit

Mock trials can bring to life understandings of how laws and the court process work. Created for Social Studies 8 and Arts Education 8.



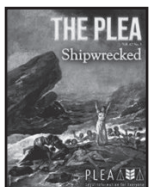
Municipalities Matter

Local governments are the level of government most-connected with our everyday life. Created for Social Studies 8.



All 4 Each

Co-operatives are a key element of sustainable and prosperous societies. Created for Social Studies 8.



Shipwrecked! The Learning Resource

How would you govern a new society? Six shipwrecks across history are considered to understand how societies can successfully rule themselves. Created for Law 30.



Albert Camus' The Plague: The Learning Resource

Camus' classic novel can help us build understandings about diseases, laws, and human decency. Created for ELA B30.



Our Government, Our Election

Saskatchewan's definitive guide to government, elections, and law-making is now in its third edition. Created for all Social Studies teachers, especially Social Studies 30.

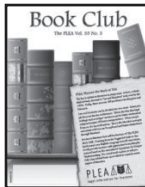


Sunshine Sketches of a Little Town: The Learning Resource

Stephen Leacock's timeless book helps us understand how Canada has succeeded as a liberal democracy, and how we can do better. Created for English A30.

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An anchor point of western legal systems is Hammurabi's Code. Learn about its history and how it compares to Indigenous legal systems.



The Bathroom Barrister

Public sanitation laws have helped free us from many diseases. Learn about their history and current application.



Legal Immunity

The single biggest factor in taming over 30 diseases has been vaccines. Learn about their history and how laws helped shape their development.



Cats and the Law

From cat cafés to cat memes, cats are everywhere. Learn how the law applies to the world's most popular pet.



70 Years of the Bomb

The atomic age changed the nature of war. Learn about the dangers of letting conflicts escalate.



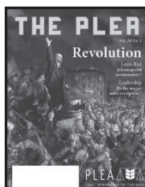
Curb Your Fanaticism

Fanaticism has been around for as long as people have had belief systems. Learn how beliefs can tip from healthy to fanatical.



The Mind of Machiavelli

Niccolò Machiavelli spelled out many basics of modern governance. Learn what drove his unorthodox thoughts and made him the "father of political science."



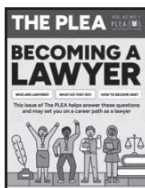
Revolution

Sometimes legal and governmental changes come about through dramatic upheaval. Learn how revolutions have pushed forward societies.



The Nazi Satire Project

Nazi Germany tried to cast certain citizens as "others." Learn how the Nazis attempted to use satire to spread terror.



Becoming a Lawyer

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Vichy

In 1940, the French Republic was dissolved and replaced by the Vichy government. Learn about the rise and fall of this authoritarian state.

NOTES

A series of horizontal dotted lines for writing notes.

The background of the entire page is a repeating pattern of light blue line-art icons. These icons include various legal and office-related items such as documents, notepaper, pencils, paper clips, magnifying glasses, and scales of justice. The icons are scattered across the white background, creating a textured, thematic backdrop.

PLEA   

Legal Information for Everyone