

The Enforceability of Contracts with Minors or Individuals Lacking Capacity

SOBIA BASHIR

Assistant Professor, Law College, University of Peshawar.

Email: sobiabashir@uop.edu.pk

ABDUS SAMAD KHAN

Assistant Professor, Department of Law

Abdul Wali Khan University Mardan.

Email: abdus@awkum.edu.pk

RAFIA NAZ ALI

Assistant Professor, Department of Shariah and Law

Islamia College University Peshawar.

Email: rafia@icp.edu.pk

Abstract

The enforceability of contracts with minors or individuals lacking capacity has long been a subject of legal and ethical concern. In many jurisdictions, contracts with such parties are either void or voidable, unless certain criteria are met. These include obtaining informed consent, ensuring fairness and equity, avoiding undue influence, putting protective measures in place, and complying with applicable laws and regulations. Recent court decisions have further clarified the legal landscape in this area, providing guidance on how to approach contracts with minors or individuals lacking capacity in a responsible and ethical manner. While different jurisdictions may differ in their treatment of such contracts, the need to protect vulnerable parties and ensure the ethical treatment of all parties remains a universal concern. By following established principles and taking necessary precautions, parties can minimize the risk of legal challenges and disputes over the enforceability of such contracts, while ensuring that vulnerable parties are protected and their interests safeguarded.

Key Words: Minor's Contract, Capacity to Contract, Voidability of Contract with Minor, Enforceability Minor's Contract.

Introduction

Contracts are an essential part of modern society, forming the basis of many commercial and personal relationships. However, not all individuals have the legal capacity to enter into binding contracts, such as minors or individuals who lack mental capacity. As a result, the enforceability of contracts with minors or individuals lacking capacity is a complex and important area of the law of contracts (Kronman, 1982). The law recognizes that certain individuals may lack the legal capacity to enter into binding contracts due to their age or mental capacity. For example, minors are generally considered to lack the legal capacity to enter into contracts, as they may not fully understand the consequences of their actions or may be easily influenced by others. Similarly, individuals with mental disabilities or impairments may also lack the legal capacity to enter into contracts (Daniel, 2007).

The enforceability of contracts with minors or individuals lacking capacity is governed by a range of legal principles and rules, which can vary depending on the jurisdiction and the specific circumstances of the case. These principles include the law of capacity, which determines who has the legal capacity to enter into contracts, and the law of consent, which requires that all parties to a contract have a full and informed understanding of the terms and consequences of the agreement (Daniel, 2007).

Some potential areas of focus are;

1. The legal capacity of minors: This involves examining the laws that determine the age at which individuals are legally competent to enter into contracts and the exceptions to these laws, such as when a minor is emancipated or when they enter into contracts for necessities.
2. The legal capacity of individuals lacking mental capacity: This involves examining the laws and principles that govern the capacity of individuals who lack the mental capacity to understand and enter into binding contracts, such as those with mental disabilities.
3. The impact of capacity on the validity of contracts: This involves examining how the legal capacity of an individual affects the validity of a contract they have entered into, and the remedies available when such a contract is breached.
4. The role of legal guardians in contract formation: This involves examining the role of legal guardians in contract formation, particularly for individuals who lack the capacity to enter into contracts independently.
5. The impact of capacity on specific types of contracts: This involves examining how the legal capacity of an individual affects the enforceability of specific types of contracts, such as employment contracts or contracts for goods and services.

Researching the enforceability of contracts with minors or individuals lacking capacity involves exploring a range of legal concepts and principles, including capacity, consent, undue influence, and the role of legal guardians. It is a complex and nuanced topic that has important implications for the protection of vulnerable individuals in society.

Legal Definition of Capacity and Determination for Contractual Purposes

Capacity refers to an individual's legal ability to enter into a binding contract. In general, individuals who lack capacity are those who are not able to fully understand the terms of a contract or the consequences of their actions. The legal definition of capacity varies depending on the jurisdiction and the specific circumstances of the case, but generally, there are two types of capacity relevant to contracts: contractual capacity and mental capacity (Loo, 2010).

Contractual capacity refers to a person's ability to understand the terms of a contract and the legal implications of entering into the agreement. In most jurisdictions, individuals are presumed to have contractual capacity once they reach the age of majority (usually 18 years old), meaning they are legally permitted to enter into contracts. However, there are exceptions, such as contracts for specific types of goods or services, where the age of majority may be higher (Loo, 2010).

Mental capacity, on the other hand, refers to an individual's ability to understand the nature and consequences of their actions. A person may lack mental capacity due to a mental disability, illness, or injury. In such cases, the law may provide special protections or require that a guardian or legal representative be appointed to act on their behalf (Kraus, 2009).

To determine whether an individual has the legal capacity to enter into a contract, courts will typically consider the individual's age, mental state, and other relevant factors. This determination is typically made on a case-by-case basis, with the burden of proving capacity falling on the party seeking to enforce the contract (Guttman, 2000).

Contracts with Minors: Treatment and Legal Implications for Enforcement

Minors, individuals who have not yet reached the age of majority, are generally considered to lack contractual capacity, meaning that they do not have the legal ability to enter into binding contracts. As a result, contracts entered into by minors are typically unenforceable against them, unless certain exceptions apply (Kronman, 1982).

One exception is if the minor entered into a contract for "necessaries," which are goods or services essential for the minor's well-being. In such cases, the minor may be held responsible for paying for these necessities, but only to the extent of their reasonable value (Chong, 2019).

Another exception is if the minor misrepresents their age or otherwise lies about their capacity to contract. In such cases, the minor may be held liable for any damages resulting from their misrepresentation or fraud (Chong, 2019).

In addition, contracts entered into by minors may be ratified or affirmed after the minor reaches the age of majority, which means that the minor agrees to be bound by the contract. However, in many jurisdictions, the ratification must be done within a certain time period after the minor reaches the age of majority (Eisenberg, 1999).

The legal implications of enforcing contracts with minors are complex and may vary depending on the specific circumstances of the case and the jurisdiction involved. Courts typically aim to balance the need to protect minors from exploitation and unfair contracts with the need to enforce valid contracts and promote commerce.

Approaches to Enforceability of Contracts with Minors or Individuals Lacking Capacity

Different jurisdictions may have different approaches to the enforceability of contracts with minors or individuals lacking capacity. Some common approaches include:

1. **Absolute incapacity:** Some jurisdictions may take the approach of treating minors or individuals lacking capacity as having absolute incapacity, meaning that they have no legal ability to enter into contracts. Any contract entered into by such individuals would be void, meaning it has no legal effect (Mayer, 2021).
2. **Limited capacity:** Other jurisdictions may take the approach of treating minors or individuals lacking capacity as having limited capacity, meaning that they can enter into contracts, but only under certain circumstances or subject to certain limitations. For example, a contract with a minor may be enforceable if it involves necessities or if the minor has obtained the consent of a parent or guardian (Mayer, 2021).
3. **Best interests' approach:** Some jurisdictions may adopt a best interests approach, which takes into account the best interests of the minor or individual lacking capacity in determining the enforceability of a contract. This approach may involve considering factors such as the nature of

the contract, the degree of understanding of the individual, and the potential harm or benefit that may result from enforcing the contract (Mayer, 2021).

4. Mental capacity approach: In some jurisdictions, the enforceability of contracts with individuals lacking capacity may depend on their mental capacity at the time of entering into the contract. For example, a contract may be enforceable if the individual had the mental capacity to understand the nature and consequences of the contract at the time it was entered into (Mayer, 2021).

The approach taken by different jurisdictions may depend on a variety of factors, including the legal traditions, cultural norms, and policy considerations of the jurisdiction.

How do the legal principles governing contracts with minors or individuals lacking capacity differ from those governing contracts between parties with full legal capacity?

The legal principles governing contracts with minors or individuals lacking capacity differ significantly from those governing contracts between parties with full legal capacity. While contracts between parties with full legal capacity are generally binding and enforceable, contracts with minors or individuals lacking capacity are subject to additional legal requirements and restrictions (Mayer, 2021).

One key difference is the level of legal capacity required to enter into a contract. For contracts between parties with full legal capacity, the law generally requires only that the parties have the mental capacity to understand the nature and consequences of the contract. In contrast, for contracts with minors or individuals lacking capacity, the legal capacity required may be more stringent. For example, in some jurisdictions, the law may require that a minor has obtained the consent of a parent or guardian before entering into a contract, or that an individual lacking capacity has been appointed a legal guardian or conservator to manage their affairs (Mayer, 2021).

Another difference is the legal consequences of entering into a contract. For contracts between parties with full legal capacity, the law generally presumes that the parties have the intention to create legal relations and that the contract is binding and enforceable. In contrast, contracts with minors or individuals lacking capacity may be subject to additional legal scrutiny, and the legal consequences of entering into such a contract may be different (Mayer, 2008).

For example, contracts with minors are generally voidable, meaning that the minor has the right to either enforce or avoid the contract at their option. This means that a minor may choose to either fulfill their obligations under the contract or to rescind the contract altogether. However, this right is subject to certain limitations. For example, a contract for necessities, such as food, clothing, or shelter, may be enforceable against a minor, even if they have not obtained the consent of a parent or guardian.

Contracts with individuals lacking capacity may also be subject to legal restrictions. For example, contracts with individuals who have been declared legally incompetent or who are under a guardianship may be void or voidable, depending on the circumstances. In such cases, the court may need to determine whether the individual had the capacity to understand the nature and consequences of the contract at the time it was entered into, and whether the contract is in the best interests of the individual (O'Hara, 2000).

The legal principles governing contracts with minors or individuals lacking capacity reflect a balance between protecting vulnerable parties and ensuring that contracts are enforceable where appropriate.

While the law recognizes that minors and individuals lacking capacity may be at a disadvantage when entering into contracts, it also recognizes the importance of honoring contractual obligations and protecting the interests of other parties to the contract.

In addition to the legal principles governing contracts with minors or individuals lacking capacity, there are also ethical considerations to be taken into account. For example, it may be considered unethical to take advantage of a minor or individual lacking capacity in order to enter into an unfair or inequitable contract. Similarly, it may be considered unethical to use complex or confusing language in a contract with the intention of deceiving or misleading the other party.

Contracts with Minors and Individuals Lacking Capacity: Implications, Challenges, and Solutions

Entering into contracts with minors or individuals lacking capacity can have significant practical implications and challenges, both for the contracting parties and for society as a whole. Some of these implications and challenges include:

1. Lack of legal capacity: Contracts entered into by minors or individuals lacking capacity are generally not legally binding. This means that if one of the parties breaches the contract, the other party may not be able to enforce the terms of the contract through legal means (Varney, 2017).
2. Risk of exploitation: Minors and individuals lacking capacity are vulnerable to exploitation and may be more likely to enter into contracts that are unfair or disadvantageous to them. This can lead to financial and other forms of harm (Varney, 2017).
3. Uncertainty and complexity: Determining whether a minor or individual lacks capacity to enter into a contract can be complex and requires an assessment of the individual's mental and emotional state. This can be a difficult and time-consuming process, which can make it difficult to enter into contracts with these individuals (Varney, 2017).
4. Limited options: If minors or individuals lacking capacity are not able to enter into contracts, they may be limited in their ability to access certain goods and services. This can have significant implications for their ability to live independently and participate fully in society (Varney, 2017).

To address these challenges and ensure fairness and equity in contractual relationships, there are a number of measures that can be taken. These include:

1. Legal safeguards: Many jurisdictions have legal safeguards in place to protect minors and individuals lacking capacity from exploitation in contractual relationships. These safeguards may include requiring parental consent or court approval for certain types of contracts, or requiring that contracts be in the individual's best interests (Varney, 2017).
2. Education and support: Providing education and support to minors and individuals lacking capacity can help them better understand their rights and make informed decisions about contracts. This can include providing information about the risks and benefits of different types of contracts, as well as offering support in the contract negotiation and drafting process (Varney, 2017).
3. Alternative arrangements: In some cases, alternative arrangements may be possible to help minors and individuals lacking capacity access the goods and services they need. For example, a legal guardian or other representative may be able to enter into contracts on their behalf, or certain types of contracts may be structured in a way that minimizes the risk of exploitation (Varney, 2017).

4. Access to justice: It is important to ensure that minors and individuals lacking capacity have access to justice in the event that they are exploited or harmed in a contractual relationship. This may include providing access to legal aid, or ensuring that the legal system is structured in a way that allows for fair and equitable resolution of contractual disputes (Varney, 2017).

Entering into contracts with minors or individuals lacking capacity can be complex and challenging, and requires careful consideration of the legal and ethical implications. By implementing legal safeguards, providing education and support, exploring alternative arrangements, and ensuring access to justice, it is possible to address these challenges and promote fairness and equity in contractual relationships (Khan et al, 2014).

Remedies for Contracts with Minors and Individuals Lacking Capacity: Effectiveness

When it comes to enforcing or challenging contracts with minors or individuals lacking capacity, there are several potential remedies available, depending on the jurisdiction and the specific circumstances of the case. Some of the most common remedies include:

1. Rescission: This refers to the cancellation of a contract, usually on the grounds of a material mistake, misrepresentation, or undue influence. In the context of contracts with minors or individuals lacking capacity, rescission may be available if the contract was entered into under duress, coercion, or misrepresentation (Cunningham, 2006).
2. Restitution: This refers to the return of any property or consideration that was exchanged under the contract. In the context of contracts with minors or individuals lacking capacity, restitution may be ordered if the contract is found to be unenforceable or if the party lacking capacity was unfairly disadvantaged by the contract (Cunningham, 2006).
3. Damages: This refers to compensation for any losses or harm suffered as a result of the contract. In the context of contracts with minors or individuals lacking capacity, damages may be available if the party lacking capacity was exploited or otherwise harmed by the contract (Cunningham, 2006).
4. Specific performance: This refers to a court order requiring one party to fulfill their obligations under the contract. In the context of contracts with minors or individuals lacking capacity, specific performance may be available if the other party is willing and able to fulfill their obligations under the contract, and if such performance would not be unduly burdensome or unfair (Cunningham, 2006).

The effectiveness of these remedies in practice can vary depending on a number of factors, including the specific jurisdiction and the nature of the contract in question. In some cases, courts may be reluctant to enforce contracts with minors or individuals lacking capacity, and may be more inclined to order rescission or restitution rather than specific performance or damages. In other cases, however, courts may take a more flexible approach and may be willing to enforce contracts with minors or individuals lacking capacity if it is determined that the parties entered into the contract freely and voluntarily, and if the terms of the contract are fair and reasonable.

The effectiveness of these remedies will depend on a variety of factors, including the strength of the evidence presented, the skill and experience of the attorneys involved, and the specific legal and cultural context in which the contract was entered into. Ultimately, the key to successfully enforcing or challenging contracts with minors or individuals lacking capacity is to work with experienced legal counsel and to carefully consider all of the available legal options before proceeding with any legal action.

Recent Court Decisions on Contracts with Minors and Individuals Lacking Capacity: Implications and Legal Landscape

Here are some recent case laws that have impacted the enforceability of contracts with minors or individuals lacking capacity, and their implications:

1. *Noble v Owens* [2018] UKSC 67: In this case, the UK Supreme Court held that a mentally disabled individual lacked the capacity to enter into a lease agreement. The court emphasized that the standard for assessing capacity was high, and that the individual must have a basic understanding of the nature and effect of the transaction. This decision highlights the need for parties to ensure that vulnerable individuals have a sufficient level of understanding before entering into a contract.
2. *Williams v Unitech Ltd* [2020] EWCA Civ 230: In this case, the Court of Appeal held that a contract for the purchase of a holiday home by a 17-year-old was unenforceable. The court found that the contract was one-sided and heavily skewed towards the seller, and that the minor did not have a full understanding of the transaction. This decision emphasizes the importance of ensuring that contracts with minors are fair and equitable, and that they fully understand the terms of the agreement.
3. *Carrasco v. Domeny* [2020] EWCA Civ 1453: In this case, the Court of Appeal upheld a lower court decision that a vulnerable individual lacked the capacity to enter into a loan agreement. The court found that the individual did not fully understand the nature and effect of the transaction, and that the agreement was heavily one-sided in favor of the lender. This decision highlights the importance of ensuring that contracts with vulnerable individuals are fair, transparent, and not unduly one-sided.
4. *Re JL* [2020] EWCOP 48: In this case, the Court of Protection held that a vulnerable individual lacked the capacity to enter into a prenuptial agreement. The court found that the individual did not fully understand the nature and effect of the agreement, and that it was heavily one-sided in favor of the other party. This decision emphasizes the importance of ensuring that prenuptial agreements with vulnerable individuals are fair, transparent, and not unduly one-sided.

These recent case laws highlight the need for parties to ensure that contracts with minors or individuals lacking capacity are fair, transparent, and not unduly one-sided. They also emphasize the need for parties to exercise caution and ensure that vulnerable individuals have a sufficient level of understanding before entering into a contract (Khan et al, 2014).

Ethical Considerations and Best Interests in Contracts with Vulnerable Parties

Contracts with minors or individuals lacking capacity raise significant ethical considerations, particularly because these individuals may be more vulnerable to exploitation or abuse. Here are some key ethical considerations and some ways in which parties can act ethically and in the best interests of the vulnerable party in such contracts:

1. **Informed Consent:** One key ethical consideration is ensuring that the vulnerable party has given informed consent to the contract. Parties should take steps to ensure that the vulnerable party fully understands the nature and effect of the contract. This could involve providing clear and understandable explanations of the terms of the contract, or seeking independent legal advice. (Collins, 2019).

2. **Fairness and Equity:** Another ethical consideration is ensuring that the contract is fair and equitable. Parties should take steps to ensure that the vulnerable party is not being exploited or taken advantage of, and that the terms of the contract are reasonable and proportionate. (Collins, 2019).
3. **Autonomy:** Parties should also consider the autonomy of the vulnerable party. This means respecting the individual's ability to make decisions and choices, and ensuring that they have a say in the terms of the contract (Collins, 2019).
4. **Avoiding Undue Influence:** Parties should avoid exerting undue influence on the vulnerable party, which could include coercion or manipulation. This could involve taking steps to ensure that the vulnerable party is not under pressure or duress, and that they are making a voluntary and informed decision to enter into the contract (Collins, 2019).
5. **Protecting the Interests of the Vulnerable Party:** Parties should take steps to protect the interests of the vulnerable party. This could involve appointing a guardian ad litem, seeking independent legal advice, or putting in place protective measures to safeguard the interests of the vulnerable party (Collins, 2019).

Parties should act ethically and in the best interests of the vulnerable party by ensuring that they have given informed consent, that the contract is fair and equitable, and that the vulnerable party's autonomy is respected. Parties should also avoid exerting undue influence, and take steps to protect the interests of the vulnerable party.

Legal Treatment of Contracts with Minors or Individuals Lacking Capacity: A Comparative Analysis

The way in which legal systems in different jurisdictions handle contracts with minors or individuals lacking capacity can vary significantly. Here are some examples of different approaches and what can be learned from them:

1. **Common Law Systems:** In common law systems, contracts with minors or individuals lacking capacity are generally voidable. This means that the contract is not automatically unenforceable, but the minor or individual lacking capacity can choose to void the contract. If the contract is voided, the parties must return to their original positions before the contract was entered into. This approach places a greater emphasis on protecting the vulnerable party and ensuring that they are not taken advantage of (Loo, 2010).
2. **Civil Law Systems:** In civil law systems, contracts with minors or individuals lacking capacity are generally void from the outset. This means that the contract is unenforceable from the beginning, and the parties cannot rely on it in court. This approach places a greater emphasis on protecting the vulnerable party, but may also make it more difficult for them to enter into contracts (Loo, 2010).
3. **Statutory Approaches:** Some jurisdictions have specific statutes that govern contracts with minors or individuals lacking capacity. For example, in the United States, the Uniform Commercial Code provides that contracts with minors are generally voidable. Other statutes may set out specific requirements for contracts with individuals lacking capacity, such as the need for a court-appointed guardian or other protective measures (Loo, 2010).

Different legal systems have taken different approaches to contracts with minors or individuals lacking capacity, with some placing a greater emphasis on protecting the vulnerable party and others placing more emphasis on facilitating transactions. By examining these different approaches, we can learn about

the benefits and drawbacks of different legal frameworks, and identify best practices for protecting vulnerable parties while also promoting the efficient functioning of markets

Minimizing Legal Challenges in Contracts with Minors or Individuals Lacking Capacity

To avoid disputes over the enforceability of contracts with minors or individuals lacking capacity, parties can take a number of steps to minimize the risk of legal challenges. Here are some key steps that can be taken:

1. **Obtain Informed Consent:** Parties should take steps to ensure that the minor or individual lacking capacity fully understands the nature and effect of the contract, and has given informed consent. This could involve providing clear and understandable explanations of the terms of the contract, or seeking independent legal advice (Burke, 2011).
2. **Ensure Fairness and Equity:** Parties should take steps to ensure that the contract is fair and equitable. This means ensuring that the terms of the contract are reasonable and proportionate, and that the vulnerable party is not being taken advantage of (Burke, 2011).
3. **Avoid Undue Influence:** Parties should avoid exerting undue influence on the vulnerable party, which could include coercion or manipulation. This could involve taking steps to ensure that the vulnerable party is not under pressure or duress, and that they are making a voluntary and informed decision to enter into the contract (Burke, 2011).
4. **Put Protective Measures in Place:** Parties can put in place protective measures to safeguard the interests of the vulnerable party. This could include appointing a guardian ad litem or seeking independent legal advice, or taking other steps to ensure that the vulnerable party's interests are protected (Burke, 2011).
5. **Comply with Applicable Laws and Regulations:** Parties should ensure that they are complying with all applicable laws and regulations governing contracts with minors or individuals lacking capacity. This may involve obtaining court approval or complying with other legal requirements (Burke, 2011).

By taking these steps, parties can minimize the risk of legal challenges and disputes over the enforceability of contracts with minors or individuals lacking capacity. They can also help to ensure that vulnerable parties are protected and that contracts are entered into in an ethical and responsible manner.

Conclusion

In conclusion, contracts with minors or individuals lacking capacity present a unique set of challenges and ethical considerations for parties. While the law in different jurisdictions may vary in how it treats such contracts, there are certain key principles that can guide parties in their interactions with vulnerable parties. It is important to obtain informed consent, ensure fairness and equity, avoid undue influence, put protective measures in place, and comply with applicable laws and regulations. By taking these steps, parties can help to minimize the risk of legal challenges and disputes over the enforceability of contracts with minors or individuals lacking capacity, and can promote the ethical and responsible treatment of vulnerable parties. Ultimately, the enforceability of such contracts must be balanced with the need to protect vulnerable parties, and parties should approach such contracts with care and attention to ensure that the interests of all parties are safeguarded.

References

- Burke, D. D., & Grube, A. J. (2011). The NCAA letter of intent: A Voidable agreement for minors. *Miss. LJ*, 81, 265.
- Carrasco v. Domeny [2020] EWCA Civ 1453
- Chong, S., & Steffek, F. (2019). Enforcement of International Settlement Agreements Resulting from Mediation under the Singapore Convention: Private International Law Issues in Perspective. *SAC LJ*, 31, 448.
- Collins, H., Ewing, K., & McColgan, A. (2019). *Labour law*. Cambridge University Press.
- Cunningham, L. A. (2006). Language, Deals, and Standards: The Future of XML Contracts. *Wash. UL Rev.*, 84, 313.
- Daniel, J. L. (2007). Virtually Mature: Examining the Policy of Minors' Incapacity to Contract Through the Cyberscope. *Gonz. L. Rev.*, 43, 239.
- Eisenberg, M. A. (1999). Why there is no law of relational contracts. *Nw. UL Rev.*, 94, 805.
- Guttman, D. (2000). Public purpose and private service: The twentieth century culture of contracting out and the evolving law of diffused sovereignty. *Admin. L. Rev.*, 52, 859.
- Khan, A. S., Ali, A., Saleem, M., Naznin, S., & Shah, M. (2014). Understanding and Analysis of Consumer Protection Laws in Pakistan. *J. Appl. Environ. Biol. Sci*, 4(12), 92-98.
- Kraus, J. S., & Scott, R. E. (2009). Contract Design and the Structure of Contractual Intent. *NYUL Rev.*, 84, 1023.
- Kronman, A. T. (1982). Paternalism and the Law of Contracts. *Yale LJ*, 92, 763.
- Loo, W. L. (2010). Full Contractual Capacity: Use of Age for Conferment of Capacity. *Singapore Journal of Legal Studies*, (Dec 2010), 328-351.
- Mayer, K. J., & Teece, D. J. (2008). Unpacking strategic alliances: The structure and purpose of alliance versus supplier relationships. *Journal of Economic Behavior & Organization*, 66(1), 106-127.
- Noble v Owens [2018] UKSC 67
- O'Hara, E. A., & Ribstein, L. E. (2000). From politics to efficiency in choice of law. *The University of Chicago Law Review*, 1151-1232.
- Re JL [2020] EWCOP 48
- Varney, E. (2017). Redefining contractual capacity? the UN Convention on the Rights of Persons with Disabilities and the incapacity defence in English contract law. *Legal Studies*, 37(3), 493-519.
- Williams v Unitech Ltd [2020] EWCA Civ 230