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June 6, 1960

<p>Member</p> <p>ARNDT WHITE</p>
<p>I Concur</p> <p>WADE CHURCH</p>
<p>I Concur</p> <p>LES HARDY</p>

Mr. Steve Medigovich, Director
Arizona Apprenticeship Council
1623-B West Adams Street
Phoenix, Arizona

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ARIZONA ATTORNEY GENERAL

Dear Sir:

This will acknowledge your letter of May 3, 1960, in which you state that the Arizona Carpenters' Apprenticeship Committee Agreements provide in the case of minors for the signature of a parent or guardian. The Arizona Carpenters' Apprenticeship Committee has requested an opinion as to whether all such contracts to be valid must be signed by a legal guardian appointed by the Court, and what liabilities could accrue to a joint committee if they accepted the signature of a person not a parent, relative or legal guardian.

The age of majority in this state has been established as twenty-one years, and while the general rule in this state is that persons under the age of twenty-one have not the capacity to enter into binding contracts except for necessities, there are numerous exceptions to this rule in our statutes. For example, under the provisions of A.R.S. § 44-131, veterans may enter into binding contracts for the purpose of receiving servicemen's benefits, notwithstanding the fact that they are under twenty-one years of age. Married persons over the age of eighteen may also enter into binding contracts with reference to their community property. A.R.S. § 25-212. Our statutes also provide that the endorsement or assignment of a negotiable instrument by an infant passes the property therein, notwithstanding that from want of capacity the infant may incur no liability thereon. A.R.S. § 44-422.

Our Supreme Court in the case of Valley National Bank of Phoenix v. Clover, 62 Ariz. 533, 159 P. 2d. 292, held that the age of majority is not fixed by the Constitution and there is no constitutional restriction which would

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prevent a change of age of majority, and that in the absence of such expressed constitutional restrictions, the Legislature may declare a minor of full age for the purpose of making contracts.

As previously stated, our Legislature has seen fit in certain cases to allow persons under the age of twenty-one to enter into valid and binding contracts. With reference to the general rule that persons under the age of twenty-one years do not have the capacity to enter into binding contracts, except for necessities, unless otherwise specified by statutes, the Supreme Court in the case of Norman Motor Co. v. Hill, 54 Ariz. 227, 94 P. 2d. 865, made the following statement:

"It is apparent from a reading of the cases that the endeavor of the courts has been to follow that rule that would prevent designing adults from overreaching infants by taking advantage of their lack of experience and judgment and inducing them to enter into contracts clearly to their disadvantage."

A.R.S. § 23-221 reads as follows:

"§ 23-221. Apprentice defined

In this article, unless the context otherwise requires 'apprentice' means a person at least sixteen years of age who has entered into a written agreement with an employer or his agent, an association of employers, an organization of employees, or a joint committee representing employers and employees, which provides for not less than four thousand hours of reasonable continuous employment for such person, for participation in an approved schedule of on-the-job work experience through employment and at least one hundred forty-four hours per year of related supplemental instruction."

You will note that the above quoted statute authorizes any person, at least sixteen years of age, to enter into an apprenticeship contract. Examination of the statutes and the case law of this state leads to the conclusion that contracts entered into by persons under the age of twenty-one are not invalid or void, but merely voidable at the option of the minor. The minor may take full advantage

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of the contract and enforce the same through a court-appointed guardian. A.R.S. § 23-225 sets forth the terms that apprenticeship agreements must contain. It is noted that Title 23, Chapter 2, Article 2 of the Arizona Revised Statutes pertaining to apprentices contains no provisions requiring that such agreements be signed by the legal guardian of the apprentice but specifically provides that such agreement may be signed by the apprentice if at least sixteen years of age.

It is accordingly the opinion of the Attorney General that while there is no objection to the rules which provide that apprenticeship agreements in the case of minors be also signed by a parent, guardian or other adult person who stands in the position of loco parentis, such signatures are not necessarily essential to a valid apprenticeship agreement.

It is further the opinion of the Attorney General that no liability could accrue to a joint committee if they accept the signature of a person not a parent, relative or legal guardian in addition to that of the minor apprentice.

Very truly yours,

WADE CHURCH
The Attorney General

NEWMAN W. WHITE
Assistant Attorney General

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