

Civil Liability



Chapter 7

You not only have many rights under the law, but you also have many responsibilities. A serious responsibility is the duty you owe to others to not harm them or their property. When you fail in that duty, you may be liable, or legally responsible, for the harm. The news is filled with information about lawsuits. To bring a lawsuit against someone means to start a case in civil court for damages.

Torts

When you fail in your duty to not harm other people or their property, you commit a tort. Intentional torts are when you do something intending to cause someone harm. Unintentional torts are when your failed duty to use reasonable care causes someone damages.

1. Can I sue someone or be sued even though I'm under age eighteen?

Yes. The civil court judge may appoint an adult to help you. This adult is called "next friend." The judge may also appoint a Guardian ad Litem ("GAL") to help represent your best interests. A GAL is an adult who has been trained to research, investigate, and advocate for you in court.

2. If I damage someone else's property, can my parent or guardian be held responsible for the damage I caused?

If you intentionally damage someone or their property, your parent is responsible for paying up to \$5,000 in dam-

ages if your parent has custody of you and you are living with that parent. Your parent may have to pay more than \$5,000 if the damage you cause is due to your being in a gang if your parent encourages you to be in the gang or benefits from your being in the gang. As mentioned above, your parent must have custody of you and you must be living with the parent. Also, your parent must have failed to use reasonable efforts to prevent you from being in the gang.

3. Do torts only involve damage to property or physical injury?

No. There are some torts that damage how a person relates to other people in society. Defamation is a tort that includes written or spoken expressions about a person that is intended to negatively affect that person's reputation. There are two types of defamation: libel and slander. Libel is defaming someone in writing or some other permanent form. Slander is defaming someone by using spoken words. Defamatory language also includes pictures or actions.

4. How can I express my opinion without getting into trouble?

In order for you to be held liable for defamation, you must write or say something about another person with the intention to negatively affect that person's reputation. What you say or write must identify that person to a reader, listener, or viewer and must damage the person, perhaps by making that person lose

friends or be humiliated. However, a defense to defamation is telling the truth. If what you speak is the truth, then you should not get into trouble.

5. What about my First Amendment rights?

The First Amendment of the United States Constitution states that the government can't keep you from saying or writ-



ing what you want (along with the government can't make everyone belong to a particular religion, can't interfere with the exercise of your religion, and can't keep people from gathering to protest or unite for a cause). Your right to freedom of belief is absolute; the government can't keep you from thinking something. However, your expression of your belief can be limited to ensure that other people are safe and protected. So even though you have a right to voice your opinion, among other things, you can be held responsible for what you say if you damage someone's reputation. That is why you can be taken to court for committing the tort of defamation.

Contracts

A contract is a promise, or set of promises, to do or not to do something. One person must offer, or promise, *to do* something or *to not do* something and one person must accept the offer. (Contracts can be made among more than two people.) The person accepting the offer must promise to give the person making the offer some kind of payment. If either person doesn't hold up to their promise, then he or she is in breach of the contract. If you are in breach, meaning you did not follow the contract, then the other person can sue you to make you follow the contract.

An example of a contract is a lease to an apartment. The landlord, or person managing the apartment, is promising to

provide a home. The renter, or person wanting to move into the apartment, is promising to pay money for the home. If the renter stops paying money for the apartment, then the renter is in breach of the contract. The landlord can sue the renter in civil court and ask the judge to order the renter to pay the money.

1. Can I enter into a contract?

Yes, you can enter into a contract even though you are not age eighteen, the age of majority or adulthood. However, the contract is a voidable contract since you are under age eighteen. A voidable contract is a contract where you can decide whether you want to follow it. The general rule is that anytime before you are age eighteen, you can decide not to follow the contract without being in breach. However, a judge may authorize and enforce the contract if making you comply with the contract is in your best interests.

2. What happens if I need to enter into a contract for something necessary?

If you enter into a contract for necessities, then the contract is not voidable, even if you are under age eighteen. A necessity is something that you need to help you survive, like an apartment, household items, clothing, and medical care. Something that is a necessity for you may not be a necessity for someone else.

Chapter 7 Sources

Torts

1. Can I sue someone or be sued even though I'm under age eighteen?

I.C. 34-9-2-1; Indiana Trial P. Rule 17

2. If I damage someone else's property, can my parent or guardian be responsible for the damage I caused?

I.C. 34-31-4-1; I.C. 34-31-4-2

Contracts

1. Can I enter into a contract?

I.C. 26-1-1-103; I.C. 29-3-4-2

2. What happens if I need to enter into a contract for something necessary?

Scott County School Dist. 1 v. Asher, 324 N.E.2d 496 (Ind. Ct. App. 1975)

