

REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.1403 Nonage as defense.

Sec. 1403. Whenever, in a suit brought for the recovery of goods, wares, merchandise or chattels, or for the value thereof, or for the balance remaining due thereon, or upon a note or promise for the recovery of a loan of money, against a person who pleads as a defense that he was under age of 18 years at the time of purchase or loan thereof, the defense shall not be available, nor shall the person upon attaining majority be permitted to disaffirm the contract of purchase or loan thereof, nor recover any money paid thereon, if:

(1) It appears upon the trial that the person against whom the action is brought wilfully represented his age to be over 18 years to the seller or his assignee of the goods, wares, merchandise or chattels for the purpose of securing them, or securing the loan of money, knowing it to be false and that the seller had no actual knowledge of the actual age of such minor.

(2) The representation was made in writing in a separate instrument containing only the statement of age, date of signing and the signature, or the representation is admitted in open court.

History: 1961, Act 236, Eff. Jan. 1, 1963;—Am. 1972, Act 87, Imd. Eff. Mar. 20, 1972.