

THE SWAT COLUMN

SWAT: Sex Without AIDS Today

The general public knows very little about AIDS except for the information they receive from the media. Often this information is general in context and may be misleading. Often this information is general in context and may be misleading. This week we would like to take the opportunity to answer a question that is commonly asked by University students.

Question: I don't know anyone with AIDS. Isn't it true that AIDS is more prevalent in metropolitan areas and among certain risk groups, such as gays and intravenous drug users?

Answer: last Tuesday, during AIDS Awareness Week, a woman by the name of Karan came to UNB to share some of her feelings about living with the AIDS virus. She was a university student, 11 years ago, when she contracted the virus from a man she described as attractive and persuasive. He has infected at least 8 other women and is presently under house arrest for having unprotected sex with a woman while knowingly infected with the AIDS virus. The woman he most recently infected

reported that he had persuaded her not to use a condom by telling her that he loved her and wanted to marry her.

Karan was unaware that she was carrying the AIDS virus until she was notified, by the health authorities, that an old boyfriend of hers was HIV+. Since that phone call she has had to deal with the daily stressors which accompany the knowledge that this disease will someday make her very sick and will be the eventual cause of her death.

Karan has a young son who was born shortly before she found out that she was carrying the AIDS virus. He tested positive at birth which meant that he was either infected with the disease or that the test was only picking up maternal antibodies in the child's blood. Karan was forced to live with this uncertainty until her son tested negative 14 months later. He will have to be tested again in a few months to ensure he has not been infected.

Most of us cannot fully understand the repercussions of a

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Contracts

Mark lives off campus and has finally decided that he can afford to buy himself a car to travel to and from the university with. Mark and his friend Shelly cruised all the car lots until they landed at "Lucky Larry's One-Shot Car Lot". Larry himself spent some time with Mark who was particularly fond of a 1988 Honda Accord in the lot. Larry agreed with Mark on the quality of the automobile and encouraged him that this was his "dream mobile". Larry promised Mark that for \$5,500 he would be the owner of a fine car and that he would make some adjustments and fine tuning for him and have the car delivered to Mark's apartment the next morning. Mark signed a sales contract for the car.

A contract is an agreement, written or spoken, between two or more persons. As is the case for all valid contracts Mark and Larry entered into their agreement with expectations which they relied on. They must be fully aware of the terms of the contract and its implications. The basic requirement of a valid contract is that something of value be exchanged between the parties. In this case, Mark has promised to pay Larry \$5,500 in exchange for a used Honda. They both exchanged promises which they agreed on and now have a valid contract that is legally binding.

The next morning, Mark was startled awake by the roar of a beat-up old '74 Chevrolet Nova. This was not the car he ordered. Fine tuned it was not. Larry sent a copy of the signed contract along with the car. After close examina-

tion, Mark discovered a clause in the contract stating that Larry would not be responsible for selling him the wrong car! Mark knew that you should always read a contract in its entirety before signing it.

Whether you are signing a sales contract, a lease, student loan or your University registration, once your signature is affixed to the document, it is generally binding. A signed contract is very difficult to break, because, in law, your signature is usually proof of your agreement to its terms. The law expects you to understand what is required of you under the contract. It will not provide a remedy for what was merely a "bad bargain". Mark cannot plead ignorance, since he is deemed to have seen what was in the contract. It would have been smart for him to seek legal advice from a professional before contracting to ensure protection of his interests.

The contract also contained a clause stating what would happen if one of the parties should breach his obligation. Mark could not refuse to pay the \$5,500.

Mark felt that, despite the contract, Larry failed to do what he promised. This was more than a "bad bargain". Contract law protects you when you have bargained in good faith. Mark questioned Larry's motives and accused him of not so bargaining. A plaintiff, like Mark, can sue Larry in a civil action in court for a breach of con-

tract. Mark can make an argument in court under the Consumer Product Warranty and Liability Act claiming that Larry made express oral promises for which he is responsible. Larry cannot avoid responsibility for his oral promises for which he is responsible. Larry cannot avoid responsibility for his oral statements simply by inserting a clause in the written contract that claims to limit his responsibility to what is contained in the written contract.

The court can order Larry to give Mark back the \$5,500 which Mark gave him in reliance on the contract. Larry could be ordered to give Mark the Honda Accord which he asked for in the first place. This is called specific performance.

Mark's claim was for \$5,500, but if his claim was for less than \$3000, he could sue Larry in Small Claims Court.

The information for this article was collected from Campus to Courtroom '91. If you feel that a breach of contract has occurred in which you are involved, you should consult the section(s) on contracts and student loans, small claims court and landlord and tenant in the same publication.

Note: This column is intended to be used as a guide only. It is not meant to be a replacement for professional legal advice. If you require additional legal information or legal counselling, please contact a lawyer.

SEXUAL EXPERIENCES SURVEY

A reminder to all students who received the questionnaire. If you have already returned it, we would like to thank you. If you chose to fill it out, but have not already returned it, please return it **ASAP**.

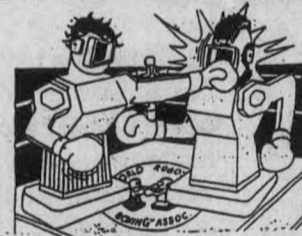
**THANK YOU
FOR YOUR HELP**

COUNSELLING SERVICES

O'TOOLE'S

Saturday, October 26th

MEN! ARE YOU TOUGH ENOUGH? WOMEN!



Robo - Boxing Tournament
4 1/2" Robot Boxers Mimic Your Moves

Sunday, October 27th

THE FUNNIEST SHOW IN TOWN!

This Weeks Comedians:
Chris Flinn
&
Jamie Hutchinson



\$3.00 Cover Charge

THE ROADHOUSE THAT ROCKS!!