

A fan had a season ticket for the local team's hockey games at an arena (Section B, Row 12, Seat 16). During the intermission between the first and second periods of a game between the local team and the visiting team, the fan solicited signatures for a petition urging that the coach of the local team be fired.

The arena and the local team are owned by a privately owned entity. As evidenced by many prominently displayed signs, the entity prohibits all solicitations anywhere within the arena at any time and in any manner. The entity notified the fan to cease her solicitation of signatures.

The fan continued to seek signatures on her petition during the local team's next three home games at the arena. Each time, the entity notified the fan to cease such solicitation. The fan announced her intention to seek signatures on her petition again during the local team's next home game at the arena. The entity wrote a letter informing the fan that her season ticket was canceled and tendering a refund for the unused portion. The fan refused the tender and brought an appropriate action to establish the right to attend all home games.

In this action, for whom will the court decide?

- A. The entity, because it has a right and obligation to control activities on realty it owns and has invited the public to visit.
- B. The entity, because the fan's ticket to hockey games created only a license.
- C. The fan, because, having paid value for the ticket, her right to be present cannot be revoked.
- D. The fan, because she was not committing a nuisance by her activities.

## Explanation:

### Licenses

<b>Definition</b>	Revocable privilege to enter & use another's land for specific purpose
<b>Creation</b>	Orally, in writing, or by another act demonstrating licensor's intent to create license
<b>Termination</b>	At <i>any time</i> upon revocation by licensor <i>Automatically</i> upon (1) death of licensor or licensee or (2) conveyance of licensed property

A ticket to an event is a **license** that creates a limited right for the ticketholder (licensee) to enter and use the venue for a specific purpose. The license is **revocable at any time** and for **any lawful reason**, including failure to comply with any conditions that the owner of the venue (licensor) has placed on the ticketholder (as seen here). This is true even though the ticketholder **paid value** for the ticket. However, the owner may be required to pay **damages for revoking** the license (eg, refunding the unused portion of the ticket) **(Choice C)**.

**(Choice A)** Even if the entity has a duty to control activities on property it owns and has invited the public to visit, that duty would arise out of a need to protect the health and safety of the public. Prohibiting solicitations does not fall within protection of health and safety, so this rationale would not justify the entity's revocation of the ticket.

**(Choice D)** A **nuisance** arises from a person's activities on his/her *own* land, so the fan could not commit a nuisance on the *entity's* property. But the entity need not prove that the fan was committing a nuisance to revoke her license to attend hockey games.

### Educational objective:

A license (eg, ticket to an event) is revocable at any time and for any lawful reason. But if the licensee paid value for the license, the licensor may be required to pay damages for revoking it.

### References

Yarde Metals, Inc. v. New England Patriots Ltd. P'ship, 834 N.E.2d 1233, 1236 (Mass. App. 2005) (upholding revocation of season tickets based on licensee's misconduct).

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