

PROPERTY

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CLASS 12(A): LICENSES

Class Outline

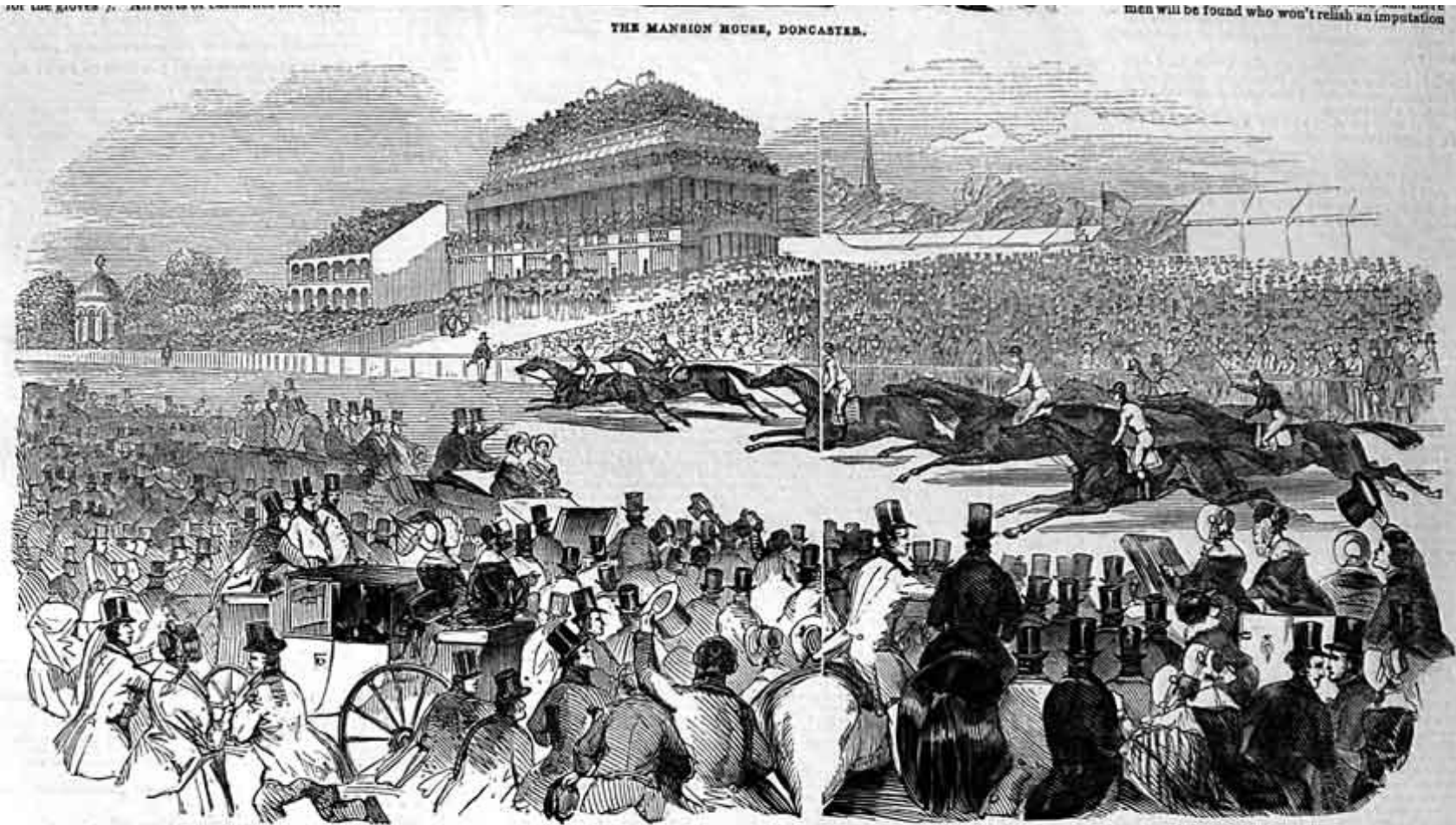
- Licensees and licensors
- Licenses – tangible and intangible
- License v. contract

Quick Review of Exceptions to the Right to Exclude

- Necessity
- Custom
- Public Policy
 - Antidiscrimination Laws

Wood v. Leadbitter

(The Doncaster Races, 1844)



THE MANSION HOUSE, DONCASTER.

men will be found who won't relish an imputation

DONCASTER RACER—THE ST. LEGER.

cast in their horse's teeth, though prone themselves to bite upon occasion.

The Selling Stakes of 10 sovs each, with 30 added.
Mr. Denham's Harriet, 3 yrs (Copeland) .. 1
Mr. Dawson's br c by Liverpool out of Molekin's
dam, 4 yrs .. 2

Licenses

- Licenses are not property rights, but *waivers* of property rights (permission).
- Licenses tend to be informal (not written) and *in personam*.
- Most licenses are revocable.
- Some licenses are created or backed up by contract (also *in personam*). In such situations, there is a tendency to conflate the license and the contract, especially where irrevocability seems called for.
- Licenses traditionally were not irrevocable because there was no deed. Limited exception for license coupled with a grant (especially of personal property).
- After the fusion of law and equity, licenses are more easily made irrevocable, because of (i) direct enforcement (cf. estoppel, coupling with a grant) or (ii) hypothetical contract remedies.
- There remains a danger of allowing licenses to become a source of idiosyncratic property rights where no such rights were intended.