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84

# Blue Book

NAME

SUBJECT

INSTRUCTOR

*Carr*

EXAM SEAT NO.

SECTION

DATE

GRADE

10<sup>7/8</sup> x 8<sup>1/4</sup>

50 - 16 PAGE

Good use of facts &  
analysis of the statutes;  
organized, articulate, &  
lawyer-like.

Very nicely done  
Bar

①

To: Jillian Rogers  
From: New associate  
Re: Alice Walters

In order to advise Alice concerning the recent conflict with her landlord, we must consider the following issues:

- Whether Alice (the lesser) is liable for the clean-up costs for painting a mural on the leased property without seeking prior permission from the landlord.

Center City Ordinance 145 states: Any person apply paint, ink, or other permanent marking to any structure within the city limits not owned by that person or without the written consent of the owner will be liable to the owner for a civil penalty of ten times the actual cost of restoration of the structure.

FBI - for future, more time-pressed exams, you needn't copy the whole statute.  
Concerning the word any person, it is likely <sup>the courts will find</sup> this broad term to also include the lesser; however, this is

a new city ordinance -- designed  
to curtail a recent wave of graffiti.

A reasonable person may question  
whether the lesser, who commissioned  
an artist to paint a mural, falls  
within the same company as those  
who tag buildings with markings which  
may or may not be considered art.

The ordinance ~~does not~~ specifically  
says 'any person' who applies the  
permanent marking is liable to the  
owner. Alice was not the person  
who applied the exterior mural;

your  
admission  
of point  
fact

She was the person who commissioned the exterior mural. While it is true Alice did not seek written consent or permission of any kind to paint a mural ~~or~~ commission an art piece on the plain front of her cafe,

We must ask the question if this art mural is an intended invitation to the specific clientele

Alice is marketing? A road frontage welcoming sign to her cafe, not a haphazard, marked-up wall the city ordinance attempts to discourage.

In advising Alice in regard to Center City Ordinance 145, ~~III~~

~~It is~~ A court of law could find Alice liable for the clean-up costs because she did not seek permission

to apply permanent markings to a structure she did not own; however,

It is more likely the court

will consider the spirit of the ordinance

which was placed into action to

discourage graffiti. While the

mural theme may not be to everyone's

taste, the motives of the mural

or art, which was paid for, was to benefit aesthetics of the cafe'. Further, the court may also find that Alice is not liable because she was not the person who applied the 'markings'.

is uninterrupted transition  
2 wheel  
prosopic  
scoter  
This advise leads as a 'segue' to an additional issue <sup>#2</sup> in this case:

Whether the commissioned mural is considered a "reasonable improvement"

to the leased property.

Center City Ordinance 21(A) states:  
To promote the success of the city's small businesses, any lessee of a business property within city limits may make reasonable improvements in the property to enhance the appearance of the business.

Alice did not seek permission for the commissioned art work but it is likely she may be protected under this ordinance because it gives the lessee the right to make reasonable improvements. Alice may not be protected by the ordinance if the art 'theme' is found



are these necessarily  
synonyms?

to be inappropriate or unreasonable.

Because the mural received both  
praise and outrage ~~because of~~ <sup>in reference to the</sup>  
unclothed subject matter, it  
may be difficult to classify the  
mural as an improvement or  
enhancement. Although the  
theme may be offensive for  
some, Alice does have a  
right to exercise freedom of  
expression, but that may  
be ~~as~~ a conversation for  
another time. <sup>next year</sup> Clearly, Alice's

intentions were to improve the plain front view of her popular café to give her customers a vibrant welcome to her business. She paid for an artist to do the work which suggests she wanted a skilled craftsman to do good work, enhancements to her store front. All of these ambitions, as a lessee, are within the rights of a business under Center City Ordinance 21(A).

good  
improvement  
on  
facade

(2)

but it is up to the court to determine if these changes to the property are advantageous to the downtown area -- also the spirit of this particular ordinance.

When advising Alice on this issue we must consider the potential controversy in regard to the artwork theme. However, the more compelling analysis of the rule is the enhancement of the appearance of the business.

Alice knows ~~to~~ who her clients are and competently markets her restaurant to them. <sup>Elm?</sup> <sup>Pine?</sup> this why her cafe is popular. She chase a skilled artist, paid him for his work, and received an external mural to entice her clients into the restaurant for an enhanced experience. For these reasons, it is likely ~~to believe~~ that Alice will be protected from <sup>owing</sup> liability to the landlord under this ordinance.