of another, which the advertisers found on the building and acquired the right to use it for advertising purposes for a stipulated compensation(*f*).

2. *Remedies under Such Contracts.*—Where the lessees of land for fair grounds and a race-track entered into a contract with a third party whereby the latter acquired the right to use the fence enclosing the land and the buildings erected thereon for advertising purposes, it was held that the advertiser might enforce his rights in and to the land by a suit in equity for specific performance of the contract, or by a suit to restrain its violation(*g*). In one case it is intimated that an action for damages will lie for breach of such a contract(*h*); and in the same case, where the right acquired by the advertiser was for a yearly compensation payable quarterly, it was held that the right to the premises for advertising purposes might be terminated by reasonable notice, and that a three months' notice terminating at the end of the current year was a reasonable notice.

3. *In Conclusion.*—It may be noted that, almost without exception, such contracts have been drawn in the form of leases; and attorneys in instituting suit upon them, and, in the majority of cases the trial Courts have proceeded upon the theory that such contracts were leases; but without exception the higher Courts have held that they were not leases. That much is settled; but just what such contracts amount to, whether licenses, easements or merely a simple contract—is an open question, the weight of authority being that the rights acquired by them are mere licenses.

(*g*) *Willoughby* v. *Lawrence*, 116 Ill. 11, 4 N.E. Rep. 356. In *R. J. Gunning Co.* v. *Cussack*, 50 Ill. App. 290, where two rival advertising companies claimed the right to the use of a wall of a building, and each had repeatedly erased the sign of the other thereon, an injunction was held to be the proper remedy against an invasion of the alleged right. See also *Wilson* v. *Tavener*, L.R. (1901), c. 578.

(*h*) *Wilson* v. *Tavener*, L.R. (1901) c. 578.

(*f*) *Reynolds* v. *Van Beuren*, 155 N.Y. 120.