that the right acquired by such a contract is a mere license(*b*). In other cases it is spoken of as an easement; the Court in one case saying, "both parties have argued this case upon the theory that the papers signed by Schilling were leases, and that the use of the wall under them was possession. That is a mistake. The right to use the wall "was a burden or servitude in the nature of an easement,' carrying with it the right to such access as might be necessary to make the burden of value"(*c*). And other cases hold that such a contract amounts to a simple contract or bargain for the right to place a sign upon the wall for a compensation, and is not a lease(*d*). Consequently a failure of the advertiser to erase the sign after the termination of the contract does not render him liable as a tenant holding over(*e*). Nor are the advertisers liable for injuries to third persons from the falling of a bill board used, but not erected by the advertisers, on the building

(*b*) *Lowell* v. *Strahan*, 145 Mass. 1; *Reynolds* v. *Van Beuren*, 155 N.Y. 120. In the latter case the defendants acquired from the tenants of a building the right to use a bill board erected upon the roof of the demised premises for a stipulated compensation, and in the course of the opinion the court said: "It is apparent, therefore, that the defendant's liability must be sustained, if at all, upon what must be conceded to be a very close and doubtful construction of a written license granted to them by the tenant in possession to use the sign for a limited time for a specified purpose."

(*c*) *R. J. Gunning Co.* v. *Cusack*, 50 Ill. App. 290. See also *Willoughby* v. *Lawrence*, 116 Ill. 11, 4 N.E. Rep. 356, where the right acquired was "all the surface of said fences" surrounding a race track, and the court held that the right acquired related to inside as well as the outside of the fence, and that the privileges accorded, "if not actually an easement, was a burden of servitude in the nature of an easement."

(*d*) *Goldman* v. *New York Advertising Co.* (N.Y.) 29 Misc. Rep. 133, which was an action against the defendant, an advertising company, on the theory that it was liable as a tenant holding over after termination of a year, for failure to erase the sign from plaintiff's wall, and the court said: "It is unnecessary for the determination of this appeal to decide whether the paper here in question created a license or an easement, or were merely a simple contract between the parties. It is sufficient that it is not a lease. Treated as a simple contract, there was no obligation on the part of the defendant to remove the advertisement at the end of the year."

(*e*) *Goldman* v. *New York Advertising Co.* (N.Y.) 29 Misc. Rep. 133.