

**CONTRACTS FOR DISPLAY ADVERTISEMENTS ON
BUILDINGS AND OTHER STRUCTURES.**

This is the age of advertising. The above title indicates one of the multitudinous modern modes. It has, of course, to come before the Courts like everything else, from "pitch and toss to manslaughter." A writer in the *Central Law Journal* thus discusses it:—

1. *Nature of Such Contracts.*—I recently had occasion to investigate this question, and I was surprised at the result of my investigation, and believe that there are others who, never having examined the question, will find this article interesting and instructive; and it may be the means of relieving some of erroneous opinions as to what the law is on this question. This class of contracts is becoming more prevalent each year, consequently the attorneys and the Courts will be called upon more frequently to consider the question. I classify the subject generally under the head of contracts for want of a better classification under the present state of the decisions on the question. I was of the opinion that such contracts were mere leases, and was proceeding on that theory; but, to my surprise, I found that the higher Courts have unanimously decided that such contracts are not leases and possess none of the characteristics of leases (a), but

(a) *Wilson v. Tavener*, L.R. (1901), c. 578; *Reynolds v. Van Beuren*, 155 N.Y. 120; *Goldman v. New York Advertising Co.* (N.Y.), 29 Misc. Rep. 133; *Lowell v. Strahan*, 145 Mass. 1; *R. J. Gunning v. Cusack*, 50 Ill. App. 290. In *Wilson v. Tavener*, L.R. (1901), c. 578, by the terms of a written agreement, the owner of buildings agreed to allow another to erect a boarding upon the forecourt of a building, and to use the gable wall of a building for bill-posting purposes, at a stipulated sum payable quarterly, and the court held that this was not a lease from year to year; but that it was a mere license which could be revoked on reasonable notice, and that a quarter's notice which terminated at the end of the current year was a reasonable notice. In the opinion the court said that the written agreement "did not confer on the plaintiff any right to the exclusive possession of any property or building of the defendant, and therefore I think there was no demise or lease, and that the relation of landlord and tenant was never created between them. The effect of the documents, in my opinion, was to give the plaintiff a license which was always revocable at any time, subject to the terms of the express contract."