

EASEMENT—Continued.

of the lots, entered into a parcel agreement for the construction by the defendant of a pipe from the front spring to her house, to be tapped on her land by a pipe leading to the plaintiff's house. The plaintiff paid for the pipe connecting with his house and for the part of the main pipe from the spring to the dividing line between the lots, and the defendant paid for the remainder. The flow of water to the plaintiff's house having been stopped by the defendant, the plaintiff forbade the defendant the use of the front spring. In the plaintiff's bill it was admitted that the defendant was entitled to use the back spring. *Held*, that the agreement between the original purchasers of the lots to limit the easement to the back spring was binding upon the defendant; and that the license to the defendant to use the front spring was revocable upon the plaintiff making equitable compensation fixed by the Court to the defendant for her expenditure under the license. Where license is given to lay pipes on another's land to convey water to the licensee's land the burden of repair rests in law upon the licensee, and it is a revocation of the license to refuse to the licensee permission to go upon the licensor's land for the purpose of making repairs. *CRONKHITE v. MILLER* (No. 2); *MILLER v. CRONKHITE*203

2.—*Right of Way—Agreement—Evidence*—[*See*.] Plaintiff claimed a right of way over a private road of several hundred feet in length, in part on land of defendant adjoining plaintiff's land, and leading from a public highway to lots comprised in part by defendant's land, sold by defendant's predecessor in title, B., under a conveyance reserving to the grantees the use in common of the road. The evidence of plaintiff's predecessor in title, K., was, that shortly after the sale of these lots, he moved back on his land his farm house and fence, to widen the entrance of the private road at its junction with the highway, under an agreement with B., concurred in, as he believed, by the owners of the lots, that he, K., should have for so doing, a right of way with them over the road. B. denied that an agreement was concluded, and his evidence was corroborated by H., a former owner of the lots, and by drafts of an agreement containing alterations indicating that the parties were merely in treaty, and providing for the maintenance of the road by K. in common with the owners of the lots, an obligation disclaimed by plaintiff, and for a conveyance by K. of the part of his land to be used for widening the entrance. This conveyance was never made, and the land was included in the conveyance to the plain-

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tiff. The road had been used, from the time of the alleged agreement, by K. and plaintiff in connection with the farm house, until it was torn down, situate about two hundred feet from the public highway, and plaintiff had used, but not without interruption, the road for about 15 years for a considerable part of its length. Shortly after the date of the alleged agreement, fences, with gates, crossing the road at separate points a considerable distance from its entrance, were erected by H. without objection by K. *Held*, that plaintiff's bill for an injunction to restrain defendant from obstructing plaintiff in the use of the road, should be dismissed. *FAIRWEATHER v. ROBERTSON*412

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