102; that the easement claimed would be embraced within the words of the statute, "privileges, easements, and appurtenances whatsoever to the lands therein comprised belonging or in any wise appertaining or with the same occupied and enjoyed," etc.

Upon a severance of ownership there passes to the grantee by implication of law all those easements over the part retained by the grantor without which the complete enjoyment of the severed portion could not be had, and all these continuous and apparent easements which are necessary to the reasonable enjoyment of the part granted, and which were at the time of the grant used by the owner of the entirety for the benefit of the part granted: see Coulson & Forbes's Law of Waters, 2nd ed., pp. 215-227, and cases there cited.

I think the authorities respecting the effect of a conveyance made according to a plan prepared by the vendor are applicable. I take it to be well settled that whenever the owner of a tract of land lays it out into blocks and lots upon a map, and in that map designates certain portions of the land to be used as streets, parks, or in other modes of a general nature calculated to give additional value to the lots delineated thereon—for instance, a mill pond attached to water lots—and then conveys those lots by reference to the map, he becomes bound to the grantees not to use the portions so devoted to the common advantage otherwise than in the manner indicated: see Rankin v. Huskeson, 4 Sim. 15; Rossin v. Walker, 6 Gr. 19; Re Morton and Town of St. Thomas, 6 A. R. 323; Sklitzsky v. Cranston, 22 O. R. 590; Lenning v. Ocean, 41 N. J. Eq. 606.

In this case the area indicated on the plan as the pond, from which the water power was drawn, naturally constituted an important, if not the chief, item of value in the water lots; and it seems to me that to permit the vendor or the defendant as his successor to appreciably diminish the capacity or area of this pond as indicated on the plan, would be a derogation of the grants made to the plaintiff company.

But, independently of the effect of the plan, I think the privilege of using the waters of the pond, accompanied by the right to flood the lands of defendant, was such a continuous and apparent easement at the date of the conveyance to plaintiff company, that the title thereto passed to them either by the express words of the conveyances, extended by the statute, or by implication of law. See Myers v. Catterson, 43 Ch. D. 470; Attril v. Platt, 10 S. C. R. 425; Brown v. Alabaster, 37 Ch. D. 490; Burrows v. Lang, [1901] 2 Ch. 502; Pollard v.