construction.[17] So in Wright v. Freeman, 5 H. & J. 469, it was held that a right of way could not be created nor an old one extinguished by parol, whether the right was at common law, or under the Act of 1785, ch. 49. So a right to overflow the lands of another by means of a mill dam can be transferred by deed only, Hays v. Richardson *supra*, and see Carter v. Harlan, 6 Md. 20. In Hamilton v. Jones, 3 G. & J. 127, it was held that an agreement for the purchase of a ditch in another's lands was within the Statute; and in Hewlins v. Shippam, 5 B. & C. 521, a license to make a drain over another's property was held not good without writing, see Cocker v. Cowper, 1 Cr. M. & R. 418, where the enjoyment had continued for eighteen years. But where a license is part of the contract, as where hay was sold under a distress, and by the conditions of sale, to which the plaintiff, the tenant, was a party, the purchaser was to be allowed to enter and take the goods, it was held that the defendant was entitled to the verdict upon a plea of leave and license and a peaceable entry to take the hay in an action of trespass, though the plaintiff had locked the gates and the defendant had broken them down, Wood v. Manley, 11 A. & E. 34, from which, and the cases there cited, it appears that a parol grant of an easement may operate as a license, and thus be good defence to an action of trespass. And Long v. Buchanan, 27 Md. 502, was held not distinguishable from this case. Addison v. Hack, 2 Gill, 221, is authority that certain incorporeal hereditaments, viz. water-courses and lights, acquired by mere occupancy (if they are acquired by mere occupancy, see Mason v. Hill, 3 B. & Ad. 304; 5 B. & Ad. 1; Sampson v. Hoddinott, 1 C. B. N. S. 590), may be parted with by parol; but to bar a subsequent purchaser without notice, such abandonment must be consummated by the execution of the license, and the abandonment must be absolute in all cases, Liggins v. Inge, 7 Bing. 682; Stokoe v. Singers, 8 E. & B. 31. In Carter v. Harlan *supra*, the Court observed, that where one is permitted to do certain things on the land of another, **520** and an authority *is impliedly given to repair the thing erected in all time, then the right must originate *in grant;* but where the license only authorizes the doing of a single act, it is revocable as to the part which has not been executed. There a parol license to erect a dam, which backed water upon the plaintiff's land, was held to be an executory license, and revocable by a sale of the lands, or even by the institution of suit by the plaintiff, according to Wallis v. Harrison, 4 M. & W. 543, and Cook v. Stearns, 11 Mass. 536. The principle is general, that a license is determined by an assignment of the subject in respect of which the privilege is to be enjoyed, for a license is a thing so evanescent that it cannot be transferred. In Coleman v. Foster, 1 Hurl. & N. 37, two trustees, on behalf of themselves and the other proprietors of a theatre, demised it, by lease not under seal, to A. for three years, reserving to themselves and the other proprietors free admission. A., by lease not

[17] Shipley v. Fink, 102 Md. 227, which affirms Hays v. Richardson *supra*. See also Warner v. Ry. Co., 164 U. S. 435. The grant of a right to shoot over land and take away part of the game killed is within the Statute. Webber v. Lee, 9 Q. B. D. 315.