

*Lit.*, 53 *A.*; and yet it is impossible to maintain, that such waste, if committed by a mere stranger and trespasser, would justify this court in granting an injunction, unless it could be shown not to be susceptible of a perfect pecuniary compensation. The Court of Appeals have said otherwise—they have said, the injury must be shown to be irreparable, and destructive to the plaintiff's estate, and incapable of a perfect pecuniary compensation, in the ordinary course of law.

The answer in this case, denies the charge in the bill, that the cutting down the timber required for the construction of the road will do the plaintiff irreparable injury, or leave the lands without an adequate supply of wood and timber for its purposes as an appendage to the furnace, and I see nothing in the evidence to overthrow or destroy the effect of the answer.

It must, therefore, upon this motion, be assumed, that if the injunction is dissolved, the injuries complained of in the bill are not irreparable, but are susceptible of a perfect pecuniary compensation; and if so, then it clearly follows, that the injunction must be dissolved, unless it can be supported upon the ground of privity of title, so as to exempt the defendant from an action of trespass for the damage, the principle being, that if adequate redress can be had at law, the hand of this court will not be extended to prevent the trespass.

It becomes, therefore, material to inquire, whether, with respect to the lands upon which this wood and timber are growing, the defendant can be regarded as a tenant to the complainant. For, if he be not a tenant, then conceding that irreparable injury need not be shown when there is privity to the title, to induce this court to interpose by injunction, but that it will interfere in this form in every case of waste at common law, still the writ of injunction would not be the appropriate remedy in this case.

Now, I do not understand that the plaintiff leased to the defendant any thing more than the furnace and its appendages, and some adjacent ground sufficient to facilitate the operations of the furnace. The other rights of the defendant, under the contract, are mere easements, or privileges, to be enjoyed,