

DRAINAGE AND THE COMMON LAW



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Topics we will cover

Common Law vs. Statutory Drainage Law

Common Enemy Doctrine

Obstructions in drains

Roadside ditches and extent of ROW

Inverse Condemnation - Ind. Dep't of Nat. Res. V. Houin (2022 Ind. App.), 191 N.E.3d 241; 2022 Ind. App. LEXIS 193.

I. Common Law vs. Indiana Drainage Law

- A. Relief for drainage issues may be sought under Common Law theories or under the Indiana Drainage Law (I.C. 36-9-27).

Cornett v. Bamish, 2009 Ind. App. Unpub. LEXIS 1932. [This is an unpublished opinion!]

I. Common Law vs. Indiana Drainage Law

- A. In Bamish, Bamish laid a 14” diameter pipe through an abandoned RR ROW to discharge his surface water into a legal drain (the Harris Ditch) on the other side of the RR ROW berm on Cornett’s property. Cornett claimed trespass and pursued common law theories, not an action under the Indiana Drainage Act. Because the pipe emptied into a legal drain and not onto Cornett’s property, the Court granted no relief. The Court noted that Cornett did not bring an action under the Indiana Drainage Law and, therefore, had waived any arguments under that Law.

I. Common Law vs. Indiana Drainage Law

Interesting issue that was not argued: the RR ROW had been abandoned so an argument could have been made that Bamish and Cornett owned to the center of the old RR ROW, depending on how the RR ROW was originally established. This may not have made a difference since the pipe installed drained directly into a legal drain. However, if the pipe crossed Cornett's property to access the legal drain, a possible trespass claim may have been successful.

The Harris Ditch was on Cornett's property, but stopping the pipe so that the water drained directly into the Harris Ditch, a legal drain, did not violate the Common Enemy Doctrine.

Today, we will focus our discussions on Indiana Common Law, not the Indiana Drainage statutes.

II. Common Enemy Doctrine vs Channeling – What is the Common Enemy Doctrine?

- A. General Rule: Surface Water is an enemy to all, and a property owner can address surface water as the owner sees fit.
- B. “... each landowner has an unqualified right, by operations on his own land, to fend off surface waters as he sees fit without being required to take into account the consequences to other landowners who also have the duty and right to protect themselves as best they can.” Black’s Law Dictionary 5th Ed.

II. Common Enemy Doctrine vs Channeling – What is the Common Enemy Doctrine?

- A. The Common Enemy Doctrine was first adopted by the Indiana Supreme Court in Taylor v. Fickas, 64 Ind. 167 (1878), looking to a Massachusetts case for guidance; See also: Romine v. Gagle (2003 Ind. App.), 782 N.E.2d 369.

II. Common Enemy Doctrine vs Channeling – What is the Common Enemy Doctrine?

“The right of an owner of land to occupy and improve it in such manner and for such purposes as he may see fit, either by changing the surface or the erection of buildings or other structures thereon, is not restricted or modified by the fact that his own land is so situated with reference to that of adjoining owner that an alteration in the mode of its improvement or occupation in any portion of it will cause water, which may accumulate thereon by rains and snows falling on its surface, or flowing onto it over the surface of adjacent lots, either to stand in unusual quantities on other adjacent lands, or pass into or over the same in greater quantities or in other directions than they were accustomed to flow. ... The obstruction of surface water or an alteration in the flow of it affords no cause of action in [sic] behalf of a person who may suffer loss or detriment therefrom against one who does no act inconsistent with the due exercise of dominion over his own soil.” *Id.* at 173, quoting *Gannon v. Hargadon*, 92 Mass. 106, 10 Allen, 106.

II. Common Enemy Doctrine vs Channeling – What is the Common Enemy Doctrine?

- A. The Common Enemy Doctrine was discussed in the resolution of a neighbors' dispute in Romine v. Gagle (2003 Ind. App.), 782 N.E.2d 369. Romine also discussed the concept of an obstruction, which we will review later.

II. Common Enemy Doctrine vs Channeling – What is the Common Enemy Doctrine?

A. Romine v. Gagle (2003 Ind. App.), 782 N.E.2d 369.

Romine involved two properties with a common boundary line. Gagle's property was to the north and Romine's to the south. A shallow ditch ran diagonally across the two properties in a SW direction. The shallow ditch carried surface water to a legal drain not located on either of the two properties. After a rain, water would collect in the ditch and travel southwest to the legal drain.

II. Common Enemy Doctrine vs Channeling – What is the Common Enemy Doctrine?

Romine proceeded to fill-in the ditch at the common boundary line with 50 loads of soil, which essentially created a dam, and caused flooding of Gagles' land.

Gagle sued, requesting an injunction, abatement of the nuisance, to establish a permanent easement, and for damages.



II. Common Enemy Doctrine vs Channeling – What is the Common Enemy Doctrine?

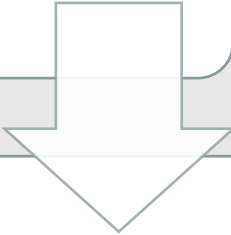
The Court discussed the common enemy doctrine, and determined the threshold issue to be resolved was the nature of the watercourse. If a Natural Surface Watercourse, the doctrine would not apply. If not a Natural Surface Watercourse, the doctrine would apply.

A "Natural surface watercourse" is defined in the Indiana Drainage Obstruction Act as, “an area of the surface of the ground over which water from falling rain or melting snow occasionally and temporarily flows in a definable direction and channel.” I.C. § 36-9-27.4-3.

A common law definition is also provided in Trowbridge v. Torabi, 693 N.E.2d 622 (Ind. App. 1998), and is essentially the same as provided in the Indiana Drainage Obstruction Act.

II. Common Enemy Doctrine vs Channeling – What is the Common Enemy Doctrine?

The Court found that the ditch constituted a Natural Surface Watercourse. Therefore, the Common Enemy Doctrine did not support Romine's unlimited actions to alter the course of a Natural Surface Watercourse on his property.



Damages: Compensatory \$1100 (cost to remove the dam); Punitive Damages (amount was not discussed); Prescriptive Easement. No damages were assessed for any damage to Gagle's property, as any damage was of a temporary nature, not permanent.



II. Common Enemy Doctrine vs Channeling –

What is the Common Enemy Doctrine?

A. Exceptions to the Common Enemy Doctrine:

1. A property owner cannot collect surface water, concentrate the surface water, and channel the surface water onto an adjoining property.
2. The Common Enemy Doctrine does not apply to Natural Surface Watercourses or Ponds.

II. Common Enemy Doctrine vs Channeling – What is the Common Enemy Doctrine?

C. Possible Solutions, Defenses or Responses to Channeling, or how to avoid Channeling:

1. ***Stopping Short.*** Terminate the collection and channeling within sufficient distance from the adjoining property line to allow the surface water to flow naturally across the property line to the neighboring property. See Argyelan.
2. ***Dams, etc.*** Consider using a damming structure to shield your property from water flowing naturally from an adjoining property.
3. ***Storm Water Nuisance Law:*** IC 36-9-28.7 [may request an investigation by the applicable unit of government into a storm water nuisance for possible relief, although this statute does not provide any mechanism for relief other than the report and offering information for an alternative dispute resolution process.]

II. Common Enemy Doctrine vs Channeling – What is the Common Enemy Doctrine?

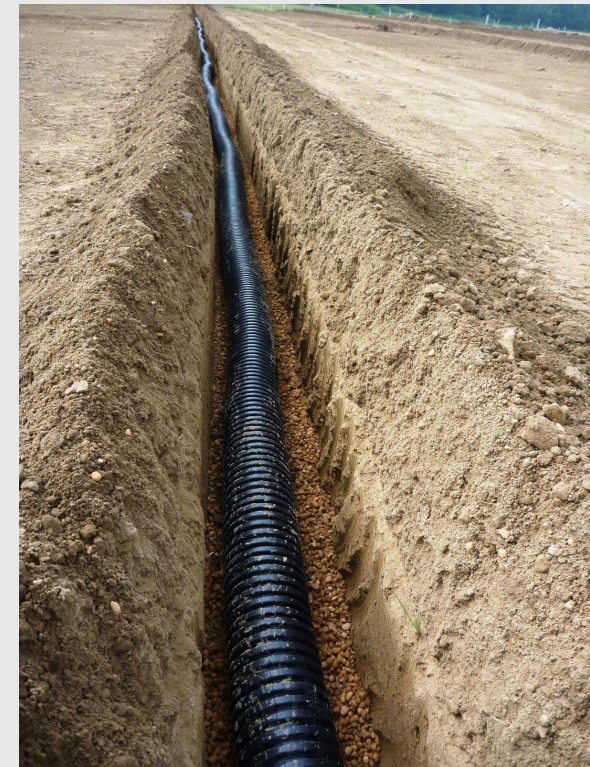
C. Possible Solutions - Storm Water:

4. ***Private Drains.*** A private drain is a drain on a single landowner's property established by:
 - i. Use; or
 - ii. Agreement.

5. ***Mutual Drains.*** A mutual drain crosses property owned by different persons and can be established by:
 - i. Use; or
 - ii. Agreement.

6. ***Legal Drains:*** Legal drains are established, controlled and maintained by the County Drainage Board.

7. ***County Drainage Board.*** This is a statutory process beyond the topic of this presentation.



II. Common Enemy Doctrine vs Channeling – What is the Common Enemy Doctrine?

- D. Houin: Houin is an inverse condemnation case. Houin alleged inverse condemnation by DNR's failure to properly maintain a Dam which caused flooding of Houin's farmland. The reason we mention this case here is because DNR asserted the Common Enemy Doctrine as a defense. The Court rejected this argument because DNR was not a property owner in this case.
- E. Caveat: These considerations regarding the Common Enemy Doctrine do not apply to a pond or a natural surface watercourse, the jurisdiction of which will fall to one or more governmental entities.

III. Obstructions in Drains, *Frazee*

- A. Drainage Obstruction Act (County Drainage Board): Under IC 36-9-27.4 (Drainage Obstruction Act), a remedy is provided for a person who needs relief for an obstruction in a drain or natural surface watercourse when the obstruction is not located on the person's property and the owner of the property on which the obstruction is located refuses to remove the obstruction.
1. A petition may be filed with the County Drainage Board ("Board").
 2. County Surveyor must investigate the obstruction and file a report with the Board.
 3. Board must conduct a hearing after notice.

III. Obstructions in Drains & *Frazer*

4. If an obstruction is found to exist, the Board must determine if the obstruction was caused intentionally.
 - (i) If one of the respondents is found to have intentionally caused the obstruction, the Board shall order the respondent to remove the obstruction or order the Surveyor to remove the obstruction, at the respondent's expense.
 - (ii) The Board may file an action to recover the cost to remove the obstruction and recover attorneys' fees. IC 36-9-27.4-22.
5. If the obstruction to a drain is not intentional, then the Board can allow the petitioner, the respondent, the surveyor or any or all of them to remove the obstruction. The cost to remove the obstruction is to be apportioned among the parcels of land benefited by the drain, based on the percentage of the total length of the drain as contained on each of the parcels benefited by the drain.

III. Obstructions in Drains & *Frazer*

- B. Common Law: The Drainage Obstruction Act is not the only remedy for a property owner seeking to have an obstruction removed. A property owner may seek relief in the courts. The Drainage Obstruction Act created an alternative forum to the common law remedy to resolve obstruction issues, not an exclusive remedy. Romine v. Gagle (2003 Ind. App), 782 N.E.2d 369.

III. Obstructions in Drains & *Frazer*

As discussed earlier, in Romine v. Gagle (2003 Ind. App), 782 N.E.2d 369, the court resolved the issue of the obstruction, the dam, under the common law, not the Drainage Obstruction Act. A permanent injunction was issued to require Romine to remove the obstruction (dam) and never to install it again.

III. Obstructions in Drains & *Frazer*

Possible outcomes at common law:

- One possible outcome favors the builder of the obstruction – the Common Enemy Doctrine is followed because the water is surface water, not a pond or natural surface watercourse.
- One possible outcome favors the party complaining of the obstruction –the water is part of a natural surface watercourse or a pond.
- So, the resolution of an obstruction is dependent upon the nature or source of the water being obstructed.

III. Obstructions in Drains & *Frazee*

The Drainage Obstruction Act addresses only the second of these two possible outcomes.

1. Natural Watercourse. – may use common law or the Drainage Obstruction Act for relief.
2. Pond. – may use common law or the Drainage Obstruction Act for relief.
3. Surface Water. – common enemy doctrine applies, and the Drainage Obstruction Act does not apply. Typically, a property owner would not have an action under the DOA if the water is surface water and the common enemy doctrine applies.

III. Obstructions in Drains & *Frazer*

B. Mutual Drain (Frazer): A mutual drain is established by the following three elements.

1. *Different property ownership*
2. *Consent of the property owners*
3. *Not created by statute*

III. Obstructions in Drains & *Frazer*

B. Mutual Drain (*Frazer*) (*cont.*).

1. *Different property ownership* – the drain is located on two (2) or more tracts of land that are under different ownership.
2. *Consent of the property owners* – the owners of the properties in question must consent to the creation of the drain. Consent can be inferred when considering the following factors:
 - (i) The drain was installed as one continuous system.
 - (ii) The drain has existed for a significant period of time beyond which the original installers of the drain are no longer available to shed light on the creation of the drain.
 - (iii) More than one parcel of land is benefited by the existence of the drain.

III. Obstructions in Drains & *Fraze*

B. Mutual Drain (Fraze)(cont.)

2. *Consent of the property owners (cont.)*

“It is reasonable to conclude that a nonregulated, subsurface drain that predates the current, diverse ownership of the serviced parcels was, when placed, either (1) a mutual drain established by the mutual consent of all affected owners or (2) a private drain on a common estate. If the drain was originally created as a private drain on a once-common estate, it converted to a mutual drain when the land was subdivided.”

Fraze v. Skees (2015 Ind. App.), 30 N.E.3d 22, at 35, citing Johnson v. Kosciusko County Drainage Bd. Elaine Wood, 594 N.E.2d 798, at 803, 1992 Ind. App. LEXIS 960.

III. Obstructions in Drains & *Frazer*

B. Frazer: (Mutual Drain)(cont.). A mutual drain is established by the following three elements (cont.).

3. *Creation of the drain* – the drain was not created under or made subject to any specific statute.

III. Obstructions in Drains & *Fraze*

B. Fraze: (Mutual Drain). Repairs.

Fraze also offered guidance on this question. The Fraze Court adopted the logic expressed by the Indiana Supreme Court's analysis in Crowel v. Marshall County Drainage Board, 971 N.E.2d 638 (Ind. 2012) to address the allocation of repair costs for a mutual Drain.

III. Obstructions in Drains & *Fraze*

B. Fraze: (Mutual Drain)(cont.) – guidance was also offered on repairs.

Crowel challenged a reconstruction or repair assessment against his land because his land was at the high end of the watershed that was served by the regulated drain. Crowel claimed his land was not benefited by the drain since his land had never flooded. The Supreme Court determined that his land was part of the watershed served by the drain and, therefore, did benefit from the drain.

- “[A] parcel of land at the high end of a watershed that has adequate drainage due to natural surface-water runoff can be benefited by the reconstruction of a regulated drain at the lower end of the watershed.” Id. at 646.



III. Obstructions in Drains & *Frazer*

B. Frazer: (Mutual Drain)(cont.) – guidance was also offered on repairs (cost allocation).

- “Thus, we hold that, at the least, the tracts of land under which a mutual drain is located benefit from the existence of that drain. Thus, a landowner is not necessarily responsible for the total cost of repairs made to the portions of the drain underlying that landowner's property, provided that other landowners receive a benefit from those repairs. And a trial court may exercise its equitable authority to apportion the costs of a needed repair among the owners of the land under which the mutual drain lies. In apportioning costs, the trial court could consider, but is not limited to, the factors delineated by the legislature in Indiana Code Section 36-9-27-112.”

IV. Contel & Roadside Ditches

- A. Where is the edge of the ROW
- B. Right of utility to use ROW without compensation to property owner

Contel of Ind. v. Coulson (Ind. App. 1995), 659 NE2d 224. Action in trespass by landowner against telephone company that installed lines adjacent to state highway (SR 63) on landowner's property. SR 63 was formerly a county road before being taken over by the State.

Factual Background

SR 63 in Sullivan County, formerly a County Road, the State assumed jurisdiction and maintenance

- SR 63 in Sullivan County, formerly a County Road, the State assumed jurisdiction and maintenance

Coulson's property extended to the center of the County Road, now SR 63, subject to an easement in favor of the public for the use of the ROW.

- no public easement or ROW was ever conveyed to the County or State
- the County or State never obtained the ROW by fee conveyance or condemnation.

No dispute on the existing utility easement.

State occasionally entered the Coulson's land adjacent to the paved portion of the ROW to mow and maintain the shoulder and side ditch area.

Factual Background – Cont.

- Coulson's installed a fence between the highway and their crop line. The width or depth of this area is not clear.
- Contel, a telecommunications company, had previously installed or assumed control over underground local telephone lines in this "gap" area.
- Contel applied and received a permit from INDOT, limited to the State's ROW (but did not give the dimensions of the ROW), to install long distance telephone fiber optic cable.
- Contel trenched and buried approximately two and one-half miles of fiber optic long distance telephone cable along SR 63, including this "gap" area on Coulson's property.
- It is not clear from the Court's opinion, but it appears Coulson had notified Contel that Contel was working on Coulson's property and that they had no right to do so.

AERIAL VIEW OF SR 63



Procedural Posture

- Coulson filed a trespass action against Contel.
- Cross-Motions for Partial SJ - the width of the State's ROW:
 - Does the ROW include any area beyond the travelled portion of SR 63.
- T. Ct. granted partial SJ in favor of Coulson:
 - the State's ROW does not extend beyond the traveled portion of SR 63.
- No just reason for delay, and entered a final judgment on this issue, leading to the appeal.

ISSUE 1:

How to establish the width of the ROW when not conveyed or condemned. The Court discussed and relied on the following cases:

Extent of Public Use:

Anderson v. City of Huntington (1907), 40 Ind. App. 130, 81 N.E. 223.

When there is no evidence of a fee, easement or condemnation to establish a road ROW, the existence and width of that ROW is established by the public's use.

“Where the boundary lines of a road have never been established by any competent authority, but the right of the public to travel over such road has been established by continuous usage, the width of such road is determined by the width of such use.”

Id. At 133, 81 N.E. at 224.

Bd. of Commissioners of Monroe County v. Hatton (1981, Ind. App.), 427 N.E.2d 696.

Does not include Berm or Shoulder

- The established traveled portion does not include any berm or shoulder area adjacent to the road.
- In Hatton, the plaintiff attempted to establish County responsibility for maintenance of the land adjacent to the traveled portion of the road in order to establish liability for the County's failure to maintain.
- There was no evidence of any conveyance to the County of a fee or easement, therefore, the extent of the County's responsibility was found to be limited to the traveled portion of the road.

Elder v. Bd. of Commissioners of Clark County (1986, Ind. App.), 490 N.E.2d 362 *trans. denied.*

Inverse condemnation action -

Clark County attempted to extend the width of the ROW from 20 feet to 40 feet.

- Removed trees, etc. within the 40 feet desired extension.
- Nothing in the public record that would have included in the landowner's historical land abstract to put the landowner on notice of the County's claim to a 40-foot right of way.
- The court found the ROW was limited to the established traveled portion, which was 20 feet.

Relevant Factors:

- The following factors were relevant in the Court's decision to limit SR 63 to the traveled portions of the road:
 - No evidence that the public ever traveled over any portion of the highway other than the paved portion;
 - Neither the County nor the State acquired a right to any property adjacent to the traveled road by conveyance or condemnation, or by use;
 - The State never placed any markers on Coulson's land to indicate the State claimed any of Coulson's land other than the paved portion;
 - The State's permit to Contel was limited to the State's ROW, without any indication of the width of the ROW.

A Public Utility ??????

- Contel argued that Contel, as a public utility, is entitled to install public utility facilities adjacent to a public road.
- Ritz v. Indiana and Ohio R.R. (1994, Ind. App.), 632 N.E.2d 769.
 - *Where a fee is already subject to an easement for highway purposes, a utility may use a public right-of-way without the consent of the servient landowner who claims that such utility work is an additional burden on the fee.*
- Id., 632 N.E.2d at 775.



All cases cited by Contel in support of this argument recognized the utility's right to use the ROW, but not beyond the ROW.

In Ritz, the Court found the State's ROW was limited to the traveled portion of the road and did not extend to the adjoining land.

Based on the facts of this case, the Court rejected Contel's argument, and limited the ROW to the travelled portion of the road.

Easement vs. License

Contel argued that Coulson failed to object to the State's maintenance and mowing of the area adjacent to the traveled portion of the road, i.e., the shoulder.

Contel argued that Coulson had recognized the State's right to access the adjacent area and established an easement beyond the roadway.

Industrial Disposal v. City of East Chicago (1980, Ind. App.), 407 N.E.2d 1203.

The Court responded that the State's right to enter upon Coulson's land was in the nature of an implied license resulting from the State's authority and responsibility to maintain the public road:

- to mow and maintain the side ditches and culverts.

This authority comes from an implied license, not from an easement.

The nature and limits of an implied license and the differences of an implied license from an easement:

- “. . . [U]se of land under a mere license cannot ripen into an easement, regardless of how long that use is continued. (Citation omitted). The occasional, intermittent entry by the State on the property adjacent to the roadway merely to maintain areas appurtenant to the roadway did not establish a public right-of-way in those areas.”

Contel v. Coulson, 659 N.E.2d at 228.



ISSUE 2:

Prescriptive Easement –

Did Contel, or its predecessors, acquire a prescriptive easement for the area beyond the traveled portion of the road by the prior existence of the local telephone lines?

- Prior continued use for local telephone lines
- With the knowledge and acquiescence of the adjoining landowners

Prescriptive Easement – Cont.

- Coulson did not object to the existence of the local telephone lines
- Coulson did object to the long-distance fiber optic cable
 - local telephone lines are not the same as the new fiber optic long-distance line
- The Court refused to draw this distinction. There was no evidence in the record to allow the Court to determine if a prescriptive easement existed due to the presence of the telephone lines providing local service.

DECISION

- The Court found no State easement or right-of-way beyond the traveled portion of SR 63 and upheld the trial court's decision on the partial summary judgment. However, the Court remanded the case for a determination on the prescriptive easement issue.

TAKE-A-WAYS:

Determination of the width of a right-of-way and rights of utility.



Considerations –

- Documents of Record
- Width of Use
- Use equals Prescriptive Easement

TAKE-A-WAYS:

DOCUMENTS OF RECORD

- A specific grant of the right-of-way or an easement,
- Historical records that establish the right-of-way
 - County Commissioner records creating the road.
- Must appear in the abstract of the specific land to put the landowner on notice of the existence of the width of the right-of-way.
- See the following discussion of WorldCom. The utility will have the right to occupy the ROW for public utility purposes.

TAKE-A- WAYS:

- WIDTH OF USE
 - Establishes the width of the right-of-way,
 - includes an implied license to maintain the shoulder or side ditches.
 - The shoulder and side ditches are not part of the ROW and may not be occupied by a utility solely on the basis of the ROW.



TAKE-A-WAYS:

PRESCRIPTIVE EASEMENT

- an existing use that meets the elements of a prescriptive easement may establish the right of a utility to add to its existing use of the area adjacent to a ROW.

SUBSEQUENT CASES

WorldCom Network Services v. Thompson (1998 Ind. App.), 698 N.E.2d 1233.

Ostler v. Level 3 Communications., Inc. (2002 S.D. Ind),
2002 U.S. Dist. LEXIS 17366, 2002 WL 31040337.
(Unpublished Opinion)



SUBSEQUENT CASES

WorldCom Network Services v. Thompson (1998 Ind. App.), 698 N.E.2d 1233.

In WorldCom, the dispute involved the laying of buried communication cable adjacent to Baltimore Road in Morgan County and the appropriate width of the road. The landowner, Thompson, disputed the width of the road and assumed self-help and cut the cable. The road had been established by a Commissioner's Order in 1913, arguably under the 1905 Highway Act (IC 8-20-1-1 to 8-20-1-72) ("Act"). The Order was filed in the Commissioner's records with the Auditor. The Act required the Order to be entered of record. One dispute involved the meaning of "of record". The Court determined that "**of record**" did not reference the records of the County Recorder, but the records of the Auditor. Therefore, the Order, having been adopted under the 1905 Highway Act and filed in the records of the Auditor, established the width of the road as 30 feet.

This finding falls under the first take-a-way of the Contel decision –

DOCUMENTS OF RECORD.

WORLD COM – CONT.

- The second issue addressed in WorldCom concerned the actual location of the road. The Commissioner's Order described the center line of the road and the Court determined that the described center line followed the section line at the point of dispute, which happened to be one of the boundary lines of Thompson's property. Therefore, the right-of-way extended 15' on either side of this center line, and 15' onto Thompson's property.
- The case was remanded because the initial construction of Baltimore Road had been postponed, and the record was not clear if the road was ultimately constructed under the 1913 Ordinance or subsequently established by public use.

Ostler v. Level 3
Communications., Inc.
(2002 S.D. Ind), 2002 U.S.
Dist. LEXIS 17366, 2002
WL 31040337.
(Unpublished Opinion)

In Ostler, an opinion marked “*not for publication*”, the plaintiff attempted to certify a class based on ownership of 465 miles of property on which Level 3 had buried a communications cable adjacent to a ROW. Citing Contel, the Court refused to certify the class because each individual landowner would have to establish their individual ownership rights with respect to their property and the method by which the adjacent ROW was established.

“Because each of the property owners' claims requires an individualized determination of the owner's rights and Level 3's rights with respect to the particular parcel of land at issue, common questions do not predominate. The proposed class cannot be certified under Rule 23(b)(3).”

Id., pg. 10.

CONCLUSION:

When working with a utility seeking to install a utility in a public right-of-way without an adjoining property owner's consent, the utility is limited to the right-of-way, whether it is established by a conveyance of fee or easement, condemnation, or public use. The precise location of that right-of-way is determined by how the right-of-way was established. If established by public use, it is limited to the traveled portion of the road, with a license to maintain the side berm and ditches.

CONCLUSION (CONT.):

Our discussion under Contel applies to drainage with respect to the ability to install and maintain side ditches adjacent to a ROW. Under Contel, if the rights are established by use, and not by grant or condemnation, the existence and the right to maintain the side ditch is in the nature of a license, not a property right.



QUESTIONS



G
&
A

GORDON
& ASSOCIATES
PC



BLUFFTON | FORT WAYNE |
HUNTINGTON | ROCHESTER

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