

and rough, and that its south side drops off abruptly to the shore, neither of which conditions is relevant to the issue here, i.e., what use, if any, may be made by these plaintiffs of the lot in question.

Disregarding the parcel evidence of plaintiffs Strunik and Von Flatern, concerning what Dolan told them about the right of way, there being no ambiguity in their deeds (Abbey vs. Tinsley, 39 R.I. 304, 318 (1916)), the Court holds that by intent and in fact Albert Langworthy, in his deed to Dunn and Dolan, granted an easement of way over the lot in question appurtenant to the parcel sold. These plaintiffs, as owners of subdivided lots in that parcel, have the same right of way.

Crawford Realty Company et al vs.  
Hessie Carter et al, 89 R.I. 12 (1959)

And there is no evidence that the right was ever extinguished.

Defendant objects that the right of way was not appurtenant, because it was not contiguous to the dominant parcel, nor did it have a terminus on it. There is a split in authorities regarding the need for contiguity or terminus. It seems to the Court that where intent of the parties (Albert Langworthy, Dunn and Dolan) was clear, i.e., sale of a tract for subdivision, with access to the ocean front an important