to the use of it for a canal, or for propelling a mill; an injunction which commanded that the party should not thereafter continue to cause the stream to flow thus irregularly, seemed indirectly to command, and no doubt did involve the repairing of the breaches, and the removing of the obstructions which had caused
* the injurious irregularity complained of. From the pecu- **471**
liar nature of those cases, however, it is obvious that the existing and natural state of things could not otherwise have been preserved. The injunction, in those cases, did not command any thing to be undone, but merely that an injurious irregularity should not be any longer continued, considering the continuance of the act as a repetition of it. *Ryder* v. *Bentham*, 1 *Ves.* 543; *Robinsor* v. *Byron*, 1 *Bro. C. C.* 588; *Anonymous*, 1 *Ves. Jun.* 140: *Lane* v. *Newdigate*, 10 *Ves.* 193; *Blakemore* v. *The Glamorganshire Canal Navigation*, 6 *Cond. Cha. Rep.* 544; *Eden Inj.* 238.

This Court has always been governed by these principles in granting injunctions in so limited a form, as expressly, or in terms to require no alteration in the existing state of things, or any thing to be undone or restored; except in so far as a restoration may consequentially follow as a necessary result of the merely restrictive operation of the injunction. As in cases between tenants in common, the Court may, under some circumstances, by an injunction or the appointment of a receiver, prevent one of them from taking all the profits to the absolute and total exclusion of the other; the obvious and necessary consequence of which must be to restore the plaintiff prospectively to the enjoyment of an important benefit. And yet the injunction itself could not command the defendant to undo any thing he had done; to re-instate any thing he had altered; or to restore to the plaintiff any thing of which he had been deprived. *Tyson* v. *Fairclough*, 1 *Cond. Cha. Rep.* 386.(*e*)

(*e*) NORWOOD *v.* NORWOOD.—This bill was filed on the 11th of May, 1796, by Edward Norwood against Samuel Norwood. It states that Edward Norwood, the father of the parties, by his last will and testament, bearing date on the 25th March, 1770, devised as follows:

"I give and bequeath to my dearly and well beloved wife Mary Norwood, all that part of a tract or parcel of land called United Friendship, lying between the Dry Run and Persimmon, and northward as far as the line of the land called The Forest, for and during her natural life and no longer. I give and bequeath to my son Edward Norwood and my son Samuel Norwood, all the tract of land whereon I now dwell called United Friendship, to be equally divided between them, their heirs or assigns, forever: but in case either of my said sons should die before they come of age, then it is my will that the survivor shall have and possess the whole tract, but not to disturb my wife during her life; and if it should so happen, that both my sons Edward and Samuel, should die before they come of age, then it is my will, that it shall be equally divided between my three daughters and youngest