

purpose of commanding the defendant to undo any thing he had previously done.

The injunction then being, as I think, properly issued, and for a purpose within the fair scope and object of the power of the court to interpose for the protection of rights unjustifiably invaded, it remains to be considered, how far the grounds upon which it issued have been removed by the answer of the defendant, the rule being, that if the answer swears away or denies all the equity of the bill, the injunction must be dissolved.

The equity of this bill consisted in the alleged violation by Green, of the agreement upon which the judgment in the ejectment suit by him against Hill, was confessed, and in the imputed violence with which he drove away, and continued to exclude the professors from the enjoyment of the privileges, and the discharge of the philanthropic and important duties with which they were charged. It appeared to me that unless the court interposed to prohibit such conduct, the defendant would not only be permitted to get a most unconscientious advantage of a judgment, against the letter and spirit of the terms upon which it was confessed, but that the most grievous and irreparable injury would be inflicted upon others, by his lawless proceedings. The *gravamen* of the bill, was the violation of the agreement as charged, and I am of opinion, if the answer denies, plainly and positively, this averment, and further denies that the defendant has in any manner obstructed or interfered with the professors in the performance of their important duties, in imparting medical knowledge, and attending upon the sick, that upon the principle which governs this court upon motions to dissolve, the injunction cannot be maintained.

Now the answer does deny that the defendant took possession in violation of his agreement, or by the use of force and violence of any description, or that he has obstructed or interfered with the professors in their attendance upon the sick at the institution; and asserts that during all the time that defendant was in possession thereof, they were in daily attendance upon the sick, who were constantly provided with the necessary and accustomed nourishment and medicines.