

THE CHANCELLOR :

It (the petition) alleges that the complainants in pursuance of the injunction, entered upon, and took possession of the property mentioned in the proceedings, to which the defendant yielded, not being willing to appear even as offering any opposition to the order of the court ; and it prays, (the injunction having been dissolved,) that an order may be passed restoring the defendant to the possession of the property, so that the parties may be placed in the positions they respectively occupied when it was granted.

Upon the filing of this petition an order was passed, that the matter thereof should stand for hearing on the second of the present month, provided a copy was served on the opposite party. This has been done, and the complainants have put in an answer in which they contend that the whole effect of the injunction has been to restrain the defendant from those proceedings, by which he interfered with the due exercise of the rights, privileges and duties which the faculty and professors of the university had been enjoying, and were required to be performed.

It has been already stated, that the injunction in this case went no further and was designed to go no further than to prohibit Green, the defendant, from preventing the professors constituting the medical faculty of the corporation, from such use of the buildings and other property, as was necessary to enable them to discharge their duties. The bill alleged that his conduct was such that these duties could no longer be performed, and that he founded his title thus to interfere, upon his judgment in the ejection suit, in the face of his agreement that the execution of that judgment should be stayed until the determination of the then depending chancery cause, of Conkling and others vs. the Washington Medical University, and Green, in which the relative rights of all the parties would be decided.

Green in his answer denied this statement, and averred that the professors of the university had not been interrupted by him in the performance of their duties, and that he had not taken possession of the property in violation of the agreement upon