tion of which can scarcely be reconciled with the forbearance professed in the answer.

The Chancellor is fully sensible of the inviolable force of contracts, and unless parties are entrapped in making them, or they are brought about by fraud, surprise, mistake, or accident, their obligations must be performed.

The agreement upon which the judgment in the ejectment case was rendered, appears to me to be a valid and binding engagement. The parties made it, and they must stand by it. It is true the answer says, that Hill, the defendant in that action, waived it; but the bill alleges, that this Hill was the mere servant of the corporation, and but a nominal defendant, and that the cause was conducted by counsel employed by the trustees, and that it was in fact their suit—the agreement being signed by their counsel, and the counsel of Green.

This averment of the bill not being denied by the answer, must, upon all questions relating to the injunction, be regarded as true ; and surely if true, then a waiver by Hill of the agreement, cannot be allowed to prejudice the parties by whom it was made. ·

If, as is intimated in the petition now under consideration, the defendant, Green, has gone further than was required by the injunction, and has not only forborne to interfere with the use and enjoyment of the property by the professors, but has actually surrendered a possession previously held by him—then he has done that which the court did not command him to do, and for which he has no right to ask for redress at its hands. It was a voluntary act on his part, and of the same character as the act of Hill, the nominal defendant in the ejectment, in waiving, as alleged, the benefit of the agreement.

The Chancellor has not fully considered, and therefore does not mean now to decide, how far this court has the power to order a restoration of possession of rights, supposing them to have been surrendered under circumstances like those attending this case. No authority for the application has been produced, and it is believed that none can be readily found.

In the light in which this application presents itself to me,