

of his agreement—the foundation of the judgment—violently entered said buildings and drove out the professors engaged in instruction, and in tending the sick; and emboldened by the advice of counsel, he persisted in preventing them from entering, in discharge of their duties, although there was there much valuable property belonging to them and others connected with the institution.

The bill concluded with a prayer for an injunction, the nature and extent of which is set forth by the Chancellor in his opinion; and for general relief.

An injunction was immediately granted upon this bill, and afterwards the defendant filed his answer, stating, that it was true that a bill had been filed in chancery, as alleged in the present bill, and that the answers thereto had been filed, and the proceedings were then pending, although he had endeavored to bring the case to a final hearing. That he did institute an ejectment suit for said property as stated in the bill, but that the pendency of the chancery suit was no objection to its prosecution, or if it was, the defence should have been taken at law. That he purchased the property at a sheriff's sale, obtained a deed for it, and was put into possession by Hill, whom he suffered to remain on the property to take care of it and make such profits from it as circumstances would allow; Hill acknowledging himself his tenant, and agreeing to surrender the possession when required. That in April, 1845, he demanded possession of Hill, which being refused, he brought said ejectment and recovered judgment thereon; and was on the 22d of July, 1847, peaceably put in possession, by Hill, of the said grounds and premises. That as Hill waived the agreement, which he had a right to do, his so taken possession was not in violation of the terms thereof. That he denied, and ever did, the right of the corporate authorities of the institution, or of the trustees, to interfere with him in the possession of the property, forasmuch as the former confessed the judgment, upon which the sale to him was made; and as, by the terms of the deed, the latter had no right to interfere with, or control the institution, even admitting the validity of the deed, (which he did