

of England. And if the observation be true as regards 1849.
 the general equitable jurisdiction, its force cannot fail to be
 peculiarly felt in relation to the particular branch we are
 now considering, which has been from time to time modi-
 fied by the English courts to meet new emergencies, and
 although likely to be ere long further varied, is plainly
 perceived to be administered, in its present condition,
 on very different principles from those which governed its
 exercise half a century since. The series of decisions
 before Lord *Cottenham*, collected and reviewed in the
 case of *Tobin* and *Merritt* in this court, have corrected
 much of the abuse which had gradually crept into the
 practice of the court in restraining actions at law, and have
 placed that branch of the jurisdiction on a satisfactory
 footing. But the principles by which this court is gov-
 erned in granting special injunctions, would seem by no
 means so clearly defined, and in relation to the power
 here invoked, of restraining trespass to realty, appear to
 accord but imperfectly with reason. Before considering,
 however, that branch of the case, we shall refer to the argu-
 ment arising upon the covenants in the lease, which seems to
 us quite free from doubt. It has been argued by the learned
 counsel on behalf of the Crown, that it is the daily habit of
 this court to enforce by injunction the performance of
 covenants; that here the defendant has covenanted not to
 injure any public works in existence at the time the inden-
 ture of lease was executed or thereafter to be erected;
 and that this court will restrain the flagrant breach of those
 covenants by the special injunction now asked for. It
 cannot be doubted that this court is in the daily practice of
 enjoining parties from violating their covenants, and that it
 will, *under circumstances*, exercise its power by special
 injunction, pending the final determination of the rights
 of the parties. We believe this power, carefully exercised,
 to be highly beneficial, and feel no disposition to restrict in
 any degree those modern decisions in England, which have
 determined that purchasers of land, with notice of the
 existence of covenants, will be restrained by this court from
 violating such covenants, although they do not run with

Attor'y-Gen.
 v.
 M'Laughlin.

Judgment.