

he wrongfully held the possession, and received the whole of the rents and profits from the date of those deeds; consequently, according to the principles of equity, by which this Court is governed, and I may venture to add, by the law of all civilized nations, in relation to rents and profits, Strike must be charged with the full value of the property in question, from the date of the deeds, down to the date of the sale, when he was turned out of possession.

In relation to the improvements, for which Strike claims an allowance, one would suppose, that in the administration of a system of jurisprudence in a civilized society, there could be no flux and reflux of the principles of justice; that however they might be altered or reformed, they could never, for any length of time, drop into disuse and then be called up again, and generally applied. But it would seem there is a fluctuation, perhaps indeed a mere change of fashion as to principles of law, as in every thing else. (p) It does not appear from any thing I can learn, that the doctrine, in relation to an allowance to the occupying tenant for ameliorations, except as to mortgagees in possession, has ever for a great length of time past, and until very recently, been presented to the consideration of a Court of justice in this State as a subject of controversy; and, perhaps, never before so urged and investigated as it has been upon this occasion. *Quynn v. Staines*, 3 H. & McH. 128; *Ford v. Philpot*, 5 H. & J. 312; and *Rawlings v. Stewart*, ante 22. (q) The principles of law, in relation to this

---

(p) "The law sometimes sleeps, and judgment awakens it; for, *dormit aliquando lex moritur nunquam.*" *Mary Portington's Case*, 10 Co. 42.

(q) *RAWLINGS v. CARROLL*.—This bill was filed on the 13th of October, 1730, by Aaron Rawlings, against Charles Carroll, Esq., Dr. Charles Carroll, John Digges, and Francis Hall, executors of James Carroll, deceased. The bill states, that in the year 1716, the plaintiff contracted to purchase of the testator, James Carroll, a tract of land called Forest Farm, for which he agreed to pay one hundred pounds sterling, in two equal payments at the time specified; that the late James Carroll gave to the plaintiff a bond, conditioned for the conveyance of the land, on the payment of the purchase money, and the plaintiff gave to him his bond for the payment of the purchase money at the times agreed upon; that afterwards, James Carroll made his will, in which he appointed these defendants his executors, and soon after died, without having conveyed the lands to the plaintiff according to the terms of his contract; although the plaintiff had always been, and then was, ready and willing, thereupon to pay the purchase money; and that the defendants had brought suit on the bond given by the plaintiff for the purchase money, and were about to enforce payment. Whereupon, the bill prayed, that the defendants might be directed to convey the lands to him as stipulated by their testator; and that they might until then be enjoined from proceeding at law. The injunction was granted, and issued accordingly.

The two Carrolls filed their answer, in which they admit the contract as stated, and that they had brought suit on the bond for the purchase money. But they aver, that their testator, according to the terms of his contract,