which are seldom examined but by the curious. In a neighboring State, so far back as the year 1643, it seems to have been deemed expedient to place upon its statute book, all the rules in relation to compensation for improvement, made upon the land by one man, the title of which was in another. 1 *Hen. Virg. Stat.* 260, 349, 443; 2 *Hen. Virg. Stat.* 96. Yet upon a recent occasion, when a judicial decision was called for upon the occupying claimants law of Kentucky, involving matters which in a greater or less decree attracted the attention of the whole Union, it was found that those legislative provisions had disappeared from the revised statute book of that State, and it required some care to ascertain distinctly what was then its law upon the subject. *Green* v. *Biddle*, 8 *Wheat.* 1, and *Appendix* 1.

It seems to be a sound and a very generally admitted principle of justice, that no man shall be allowed to enrich himself from the losses of another; or, as it is expressed in the Roman law, *nemo debet locupletari aliena jactura.* The moral force of this rule, in all cases to which it applies, and as between parties alike fair and innocent, appears to have been considered as altogether irresistible. In all cases in which the Court is called on to apply this rule,

77 it is *essential that it should most clearly and distinctly appear, that he who claims an allowance for his losses, in the shape of compensation for improvements, should be entirely absolutely free from all blame; because equity never interferes in favor of a wrong-doer. In cases where a *bona fide* possessor of of property, one who is ignorant of all the facts and circumstances relating to his adversary's title, under a confident apprehension and belief, that he was himself the true owner, proceeds to make improvements, and increase the value of the subject so held, it seems to have been almost universally admitted, that an allowance for such increased value should be made, at least to the extent of the rents and profits. According to the Roman law, such a claim for improvements may be extended to their full value beyond the amount of the rents and as against the improved subject itself. *Dormer* v. *Fortescue*, 3 *Atk.* 134; *Pow. Mort. by Coven.* 313, *n. o.; Kames' Pri. Eq. b.* 1, *p.* 1, *s.* 3: *b.* 3 *c.* 1; *Just. Inst. l*, 2, *tit.* 1, *s.* 29, *and notes; Sug. V. & P.* 525; *Savage* v. *Taylor*, *Fors.* 234; *Deane* v. *Izard*, 1 *Vern.* 159; *Shine* v. *Gough*, 1 *Bull. & P.* 444; *Haadcastle* v. *Shafto*, 1 *Anstr.* 185; *Attorney-General* v. *Baliol Coll.* 9 *Mod.* 411; *Webb* v. *Rorke*, 2 *Scho. & Lefr.* 676. And so,

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defendants, for any improvements which the complainant has made on the said land, and which may be useful and beneficial to any person who may, or shall hereafter have possession thereof. And also, that the complainant pay and satisfy to the defendants for any waste committed by the complainant on the said land, beyond what might have been proper in the use and working thereof, by the complainant, during the time of his possession thereof.—*Chan. Proc. Lib. I. R. No.* 2, *fol.* 750.