

So, on the other hand, he who presents a claim for ameliorations, must, in like manner, show, that it is sustainable on its own independent, substantial, and fair principles of equity; as it stands exhibited before the Court, it must appear in all respects unsullied by wrong or deception; it must have no taint of fraud about it;—if it has, it cannot be allowed.

Such claims as these for rents and profits, and for ameliorations, may very often present themselves in a Court of equity in opposition to each other; and be set up by litigating parties, by way of recouper, discount or set-off, the one against the other. But if, as in the case of an executor, *de son tort*, a man shall not be permitted to take advantage of his own wrong, even so far as to place himself \* in a situation to recoupe a just and equitable claim, most certainly the law would not endure a wrong-doer **80** to oppose a fair claim, in any degree whatever, by one which had originated, and was wholly founded in his own wrong. Hence it is that a *mala fide* possessor can, in no case, nor under any circumstances, be allowed any thing for improvements, either beyond or even to the amount of the rents and profits. A different rule, as has been justly observed, would place it in the power of the wrongful possessor, to improve the right owner out of his estate. Yet it is said, that where the sums are large, the peculiar circumstances of the case may influence the Court in directing the account to be taken from the filing of the bill only, and not from the time of taking possession. *Sugd. V. & P.* 526.

Now how stands the case under consideration in reference to this claim for improvements? The bill charges, that Rogers conveyed the property in question to Strike, for the purpose of avoiding the payment of Rogers' creditors; Strike answers and denies the charge, and avers, that the conveyances to him were absolute, fair, and for a valuable consideration, and that he is the *bona fide* purchaser and holder of the property. But the Court, by the decree of May, 1822, has declared those conveyances to be null and void, as against the complainants, and directed the property to be sold for their benefit. Hence it clearly appears, that Strike now stands before this Court convicted and condemned as a fraudulent and *mala fide* purchaser and holder of the property. He, one of the very contrivers, and a party to the fraud, claims an allowance for improvements on the property so obtained and held. Such a claim, it is believed, was never sanctioned by a Court of justice, in any country or at any time. According to all law, and every principle of equity, this claim for improvements of every description, must be totally and absolutely rejected.

Strike's claim for repairs and improvements has been thus disposed of, on general principles. But it is alleged he has another and special foundation for his claim for ameliorations and advances, under the concluding sentence of the decree of May, 1822.