

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 and absolutely free from all blame; because equity never interferes in favour of a wrongdoer. In cases where a *bona fide* possessor 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 profits as against the improved subject itself.⁽ⁿ⁾ And so, too, according to the *marine* law, an account for meliorations is made, if necessary, even beyond the profits; and for ascertaining the amount, the rule is to consider the *quantum* of the improved state in which the ship comes into the hands of the original proprietors; for as to that part, it is not a restitution to them, but a new acquisition.^(o) But according to the *English* principles of equity, if the true owner insists on an account of rents and profits, as he may, not according to the value when the purchaser entered, but according to the present value, the court will order an allowance to be made for repairs and improvements.^(p)

But where a man has acted fraudulently, and is conscious of a defect in his title, or has bought a title notoriously bad at the time of the purchase, in such a case, as a *mala fide* possessor, he is permitted by no law to make any claim whatever for improvements; he must take the consequences of his own imprudence. By the *Roman* law it is declared, that if a man build with his own materials upon the ground of another, the edifice becomes the property of him to whom the ground belongs, because the owner of the materials is understood to have made a voluntary alienation of them, if he knew he was building upon another's land; and by the common law it is in general true, that where a tenant affixes any thing

(n) *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, & notes; *Sug. V. & P.* 525; *Savage v. Taylor*, *Fors.* 234; *Deane v. Iazard*, 1 *Vern.* 159; *Shine v. Gough*, 1 *Ball & B.* 444; *Hardcastle v. Shafto*, 1 *Anstr.* 185; *Attorney General v. Baliol Coll.* 9 *Mod.* 411; *Webb v. Rorke*, 2 *Scho. & Lefr.* 676.—(o) *The Perseverance*, 2 *Rob.* 239; *The Kierlighett*, 3 *Rob.* 101; *Nostra de Conceicas*, 5 *Rob.* 294.—(p) *Sugd. V. & P.* 525.