

self in a situation to recoupe a just and equitable claim, most certainly the law would not endure a wrong-doer 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. (*w*)

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. But, that decree has declared the deeds from *Rogers* to *Strike* "null and void as against the complainants;" it has retained them as a security for nothing, and in no respect whatever. The several parts of that decree must be made to harmonize one with another. Those deeds which have been so totally annulled, as against the com-