

plainants, cannot, therefore, consistently with that decree, be allowed to stand as mortgages against them, to secure to *Strike* either the amount of the improvements, or the advances in money he has made to *Rogers*. Upon that ground *Strike* cannot stand, because it is completely covered by the decree. This being the decided opinion of the Chancellor, he might deem it unnecessary to notice that class of cases which speak of allowances for improvements and advances made by actual mortgagees, or by those *pseudo* purchasers of young heirs and others, whose conveyances are allowed by special favour, to stand and be considered as of the nature of mere mortgages. Yet from the manner in which those cases have been pressed forward, some further reasons, showing why they are inapplicable to this case, may be expected.

In this case it must be distinctly and constantly recollected, that *Strike* now claims reimbursement for his improvements and advances, not of *Rogers*, but out of the proceeds of the property in question, and against the creditors of *Rogers*, who are here as the complainants. All those cases of mortgages and *pseudo* purchases, are governed alike by the same principles of equity. A separate examination of each of them will therefore be entirely unnecessary.

In all, the bill is brought by the grantor against the grantee, or between parties who stand precisely in that relation to each other, to redeem the mortgaged property, or to set aside a conveyance which had been improperly or fraudulently obtained. And on the case being made out by the proofs, the tribunal has uniformly answered to him who asked the relief, "you must do equity before you shall obtain equity. It is true, you have been imposed upon and defrauded—but it is no less true, that you have been partially and in some degree benefitted; you have received money from your opponent; he has permanently enhanced the value of your estate; refund the money you have received, pay for the increased value of your estate, and it shall be restored to you; the conveyances of which you complain shall be annulled; until then they shall stand as a security for those improvements and advances." Such is the language of the Chancellor in those cases where he acts under the influence of the maxim, that he who asks equity must do equity; and this maxim is sanctioned and illustrated by an almost endless variety of cases to be found in the books.

But the application of this maxim in these cases, and for the most part, depends not only upon the immediate relationship between the parties of grantor and grantee, but also, almost always,