

Names of Counsel.

permitting property or money, parted with on the faith of the unlawful contract, to be recovered back or compensation to be made for it. In such case, however, the action is not maintained upon the unlawful contract, nor according to its terms, but on an implied contract of the defendant to return, or, failing to do that, to make compensation for, money or property which it has no right to retain. To maintain such an action is not to affirm, but to disaffirm, the unlawful contract."

I think that the judgment of the Circuit Court of Appeals should be reversed and the cause remanded to the Circuit Court with directions to set aside its decree and dismiss the bill.

MR. JUSTICE GRAY likewise dissented.

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UNION PACIFIC RAILWAY COMPANY v. CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY. UNION PACIFIC RAILWAY COMPANY v. CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY. Nos. 41, 42. Argued April 21, 22, 1896. Decided May 25, 1896.

THE CHIEF JUSTICE: These appeals were from the Circuit Court and the cases have just been disposed of on appeals from the Circuit Court of Appeals.

*Appeals dismissed.*

*Mr. John F. Dillon and Mr. John M. Thurston* for appellants.

*Mr. J. M. Woolworth* for Chicago, Rock Island and Pacific Railway Co.

*Mr. George R. Peck* for Chicago, Milwaukee and St. Paul Railway Co.