

Syllabus.

U. S. 665, and the cases there cited and approved, and repeated in *Gazoo &c. Railroad v. Thomas*, 132 U. S. 174; *Wilmington & Weldon Railroad v. Alsbrook*, 146 U. S. 279, 294; *Keokuk & Western Railroad v. Missouri*, 151 U. S. 301, 306; *Norfolk & Western Railroad v. Pendleton*, 156 U. S. 667, and *Covington &c. Turnpike Co. v. Sandford*, 164 U. S. 578, determines in favor of appellant's contention. That we do not think so is probably sufficiently indicated, but we cite the cases to preclude the thought that they have been overlooked, or that the rule announced by them is questioned. Indeed, we regard it as salutary, and not impaired by our decision which simply rests on the terms of the statute.

The decree is

Affirmed.

THE TERRITORY OF NEW MEXICO *v.* THE UNITED STATES TRUST COMPANY OF NEW YORK *et al.* No. 169. SAME *v.* SAME. No. 170. Appeals from the Supreme Court of the Territory of New Mexico.

MR. JUSTICE McKENNA: On the authority of the foregoing opinion the decrees in these cases are

Affirmed.

THE ELFRIDA.¹

CERTIORARI TO THE CIRCUIT COURT OF APPEALS FOR THE FIFTH CIRCUIT.

No. 60. Argued November 10, 11, 1898. — Decided December 12, 1898.

Where the stipulated compensation in a salvage contract is dependent upon success it may be made for a larger compensation than a *quantum meruit* and much more so when such success is to be achieved within a limited time; and such contract, after execution, will not be set aside simply because the compensation is excessive, unless shown to have been corruptly entered into, or made under fraudulent representations, a clear mistake or suppression of important facts, in immediate danger to the

¹ The docket title of this case is "Charles Clarke and Robert P. Clarke, Petitioners, *v.* The Steamship Elfrida, Pyman, Bell & Co., Claimants."