

hypothesis, is properly vested in it. The plea that the Fair will pay back the money, and place all parties where they were before the contract, is worthless. Rights vested as the result of a contract are not subject to defeat by either party who offers to put the other in the same position as he was before the contract. It is no answer to a bill for the specific performance of a contract to sell real estate to say, that since no money has been taken, or the money received has been paid back, the non-performance leaves the parties in the same position as they were before.

Neither would the Exposition Corporation better its case by contending that the non-performance of the condition would be for the benefit of the United States. The plaintiff is the judge. He has certain rights. The court's duty is to insure him in them. On the other hand, as we have pointed out, the mere acknowledgment of the right of the United States does not imply that the injunction will be granted. The government must further show that from the peculiar nature of the right its loss cannot be estimated or compensated in damages. It seems to go almost without saying that the government will be able to do this.

We have discussed only two points out of the many which may arise in this case. As we intimated, the ones which we have omitted which are of most practical importance are the questions whether the United States has not broken the agreement by withholding part of the appropriation and the rights of third parties: Into this space forbids us to enter. Like some of the other points, from a legal point of view, it has but little interest.

BOOKS RECEIVED.

[All legal works received before the first of the month will be reviewed in the issue of the following month.]

A TREATISE ON THE LAW RELATING TO GIFTS AND ADVANCEMENTS.
By W. W. THORNTON, of the Indianapolis Bar. Philadelphia:
T. & J. W. Johnson & Co., 1893.