

**CONFLICT OF LAWS—CONTRACT—LEX LOCI CONTRACTUS—LOCUS SOLUTIONIS
—CONTRACT TO BE PERFORMED IN DIFFERENT COUNTRIES.**

South African Breweries v. King (1900) 1 Ch. 273, turns upon the question by what law the contract in question in the action was to be governed. It was made in writing at Johannesburg in the South African Republic by the plaintiff company's predecessors in title, a company which had its head office in London, England, but carried on business in South Africa, the other party to the contract being the defendant, a British subject, resident at Johannesburg. By the contract the defendant agreed to serve the company as a brewer or otherwise in its business carried on in Johannesburg, or in the Colony of Natal, or elsewhere in South Africa, and provision was therein made for the defendant's residence in Johannesburg; the contract was in English form and in the English language. Kekewich, J., decided (1899) 2 Ch. 173 (noted ante, vol. 35, p. 760) that the law of the South African Republic governed the contract, and the Court of Appeal (Lindley, M.R., and Williams and Romer, L.JJ.) have affirmed his decision.

HIGHWAY—OBSTRUCTION OF HIGHWAY—REASONABLE USER—INJUNCTION.

Attorney-General v. Brighton & Hove Co-Operative Association (1900) 1 Ch. 276, is a case which, in these days of co-operative and departmental stores, may possibly excite some interest. The action was in the nature of an information brought to restrain the defendants, a large co-operative association, from obstructing a highway. The facts were: That for the purpose of carrying on their business the defendants were accustomed to keep as many as six vans during every alternate hour of the day, loading and unloading goods at their premises, the roadway in which the vans stood being less than 20 feet, and the vans occupied about half its width, thus causing a serious obstruction to the passage of other vehicles through the street. Kekewich, J., granted a perpetual injunction against the defendants, restraining them from "wilfully" obstructing the road by excessive and unreasonable user, from which the defendants appealed; but the Court of Appeal (Lindley, M.R., and Williams and Romer, L.JJ.) held that the decision was right, though they struck out the word "wilfully." Romer, L.J., lays it down that the question of reasonable user is necessarily one of degree, and that it does not at all follow,