

mortgaged property, and he therefore granted the relief prayed by the plaintiff.

CONFLICT OF LAWS—CONTRACT—LOCUS CONTRACTUS—LOCUS SOLUTIONIS.

In *South African Breweries v. King* (1899) 2 Ch. 173, the action was brought to restrain the defendant from committing a breach of a contract whereby the defendant had bound himself in the event of his leaving the plaintiff's employ not to carry on the business of a brewer within five years thereafter in South Africa; and the principal question considered by Kekewich, J., was by what law the contract was to be governed. The plaintiffs were an English company carrying on business in the South African Republic known as the Transvaal, and at other places in South Africa, the defendant was an Englishman, and the contract was made at Johannesburg, and was one for service by the defendant in the plaintiff's employment as a brewer in the defendant's business at Johannesburg or in the Colony of Natal in South Africa. It was claimed by defendant that by the law of the Transvaal the stipulation that defendant would not carry on business as a brewer after leaving the plaintiffs' employment, was invalid, and the preliminary question was therefore argued whether the contract was to be construed according to the law of the Transvaal or by English law. The learned judge held that the contract was one which was intended to be partly performed in one place and partly in another, but having regard to the surrounding circumstances it was one which had the "most real connection" with the Transvaal, and by the law of that republic it was governed.

TRADES UNION—DISSOLUTION OF BENEFIT SOCIETY—UNEXPENDED FUNDS OF BENEFIT SOCIETY—RESULTING TRUST.

In *re Printers & T. A. Trades Protection Society* (1899) 2 Ch. 184, the point considered was the proper disposition of the unexpended funds of a trades union society which had been dissolved. The society was formed for the purpose of raising funds by means of weekly contributions from its members, for the purpose of defending and supporting members in obtaining reasonable remuneration for their labour. There were two classes of members, one of which contributed twice as much as the other, and were entitled to receive twice as much as the others in the case of a strike or lock out; the scale of payments also varied with the