Raynsford, in 1885, sold the portion of the estate lying on the west side of the railway without reserving any right of way over it in favour of the portion on the east side, which he retained. The portion on the east side was afterwards sold to another purchaser, who sold it to the defendant. The defendant claimed a continued right to use the level crossing, which the plaintiffs denied; and the plaintiffs removed the gates, substituted fences and trenches, and took up the granite paving of the crossing. On the defendant threatening to break down the fences this action was brought for an injunction to restrain him from doing so. Wright, J., held that the defendant, having no present right to pass over the land on the west side of the railway, was not entitled to use the level crossing, and granted the injunction, but without prejudice to any right the defendant or his successors in title might have in case they should become entitled to pass over the land on the west side. The defendant appealed. Their Lordships were of opinion that Raynsford, by selling the land on the west side of the railway without any reservation of a right of way over it, had abandoned all right to use the level crossing. They therefore varied the order of Wright, J., by omitting the declaration that it was to be without prejudice to the defendant's right in the case above mentioned, and affirmed the order in all other respects.

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RUSSELL v. Russell—Court of Appeal. Lindley, L.J., Lopes, L.J., Rigby, L.J.—June 28, July 1, 2, Aug. 7. Restitution of conjugal rights—Judicial separation—Cruelty. Appeal from a decision of Pollock, B., sitting as a judge of the Probate, Divorce, and Admiralty Division. A note of the proceedings in the Court below will be found *ante*, p. 292. The Countess Russell, in 1890, commenced a suit against the earl for judicial separation, on the grounds of cruelty and sodomy. That suit was dismissed, but the countess continued to reiterate the charges of sodomy. This action was brought by her for restitution of conjugal rights. The earl, by counterclaim, asked for a decree of judicial separation on the ground of the countess's cruelty in making the above charges, well knowing them to be false; he also set up as a defence that the action was not brought *bona fide* with the desire of resuming cohabitation, but for the purpose of founding proceedings under the Matrimonial Causes Act, 1884 (47 & 48 Vict. c. 68), for alimony and judicial separation. Pollock, B., who heard the case with a special jury, left it to the jury to say whether the countess had been guilty of cruelty, and whether she had acted *bona fide*. The jury answered the former question in the affirmative, and the latter in the negative; and the learned baron dismissed the wife's petition and made a decree of judicial separation as asked by the counterclaim. Lady Russell appealed. Lindley, L.J., and Lopes, L.J., held that "there must be danger to life, limb, or health, bodily or mental, or a reasonable apprehension of it, to constitute legal cruelty," and that, no such danger having been proved, the earl's claim for judicial separation failed. They held, however, that since the passing of the Matrimonial Causes Act, 1884, the Court was not bound to decree restitution of conjugal rights in all cases at the instance of a party who had successfully resisted a claim for judicial separation, or *vice versa*, and that in the present case neither restitution of conjugal rights nor judicial separation ought to be ordered. Rigby, L.J., while agreeing with the other members of the Court in all other respects, differed from them in thinking that the countess had been guilty of legal cruelty entitling her husband to a decree for judicial separation. Appeal allowed in part, petition and counterclaim dismissed.

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BAYNES & Co. v. Lloyd and another (L.T. 367). The decision of Lord Russell, C. J., in this case has been confirmed in the main, so that a covenant for quiet enjoyment (limited apparently to the use of the lessor and those claiming through him, and only binding on the lessor as long as his interest in the premises lasts), at least, if proper words of letting are used, is implied, but no covenant for title, that is, no covenant that the lessor has power to let.