

aforesaid, except the children or other descendants of my nephew, Thomas Winn, deceased." The testator gave his ultimate residue to the same six nephews and nieces, who were respectively tenants for life of the said sums of £15,000. At the testator's death in 1855 these six nephews and nieces were his sole next of kin, and would have been his sole next of kin if he had died at the date of his will. Frederick Shaw was the survivor of the six, and died in 1902 without leaving issue, but leaving a widow who died in 1909. In these circumstances Parker, J., held that, although the class of next of kin was to be ascertained at the time of the testator's death, yet only those took who survived the time when the previous trusts failed, and that on the death of the widow of Frederick Shaw, all the testator's next of kin, at the time of his death, having died, Shaw's £15,000 fell into the residue.

LANDLORD AND TENANT—RE-ENTRY FOR NON-PAYMENT OF RENT—
RECOVERY OF POSSESSION—HALF YEAR'S RENT IN ARREAR—
"NO SUFFICIENT DISTRESS"—ASSIGNEE OF LESSOR—RENT AC-
CRUED PARTLY BEFORE AND PARTLY AFTER ASSIGNMENT—RIGHT
OF ASSIGNEE TO MAINTAIN ACTION—COUNTY COURTS ACT, 1888
(51-52 VICT. c. 43), s. 139—(R.S.O. c. 170, ss. 120, 121)—
EQUITABLE LEASE.

Rickett v. Green (1910) 1 K.B. 253. This was a summary proceeding by the assignee of a lessor to recover possession of the demised premises, on the ground that the lease contained a proviso for re-entry on non-payment of rent; there being a half year's rent in arrear, and no sufficient distress on the premises. Part of the rent in arrear had accrued due before, and part after the assignment. The proceedings were brought under the County Courts Act, 1881 (51-52 Vict. c. 43), s. 139, which is similar to R.S.O. c. 170, ss. 120, 121. Two points were raised, (1) that no distress had actually been made, (2) that the plaintiff as assignee could not succeed because the whole of the half-year's rent in arrear had not accrued after the assignment. The plaintiff was assignee both of the reversion and also of the benefit of the lessee's covenant. The County Court judge who tried the case gave judgment for the plaintiff, and the Divisional Court (Darling and Phillimore, JJ.) affirm his decision on the ground that the Conveyancing and Law of Property Act, 1881 (44 & 45 Vict. c. 41), s. 10, entitled an assignee to enforce the lessee's covenants both as to rent accrued before and after the assignment. In the absence of such enactment, however, it would