

years, his wife having died some years previously. After his death plaintiff brought an action against the defendant C. who had obtained a deed of their interest from the heirs of E. subject to the carrying out of the conditions, to enforce payment of the amount charged upon the land in her favour.

Held, 1. Following *Majoribanks v. Hovenden*, Durry's Reps. 29, that the document in question having all the characteristics of a deed and there being no words having a direct bearing upon the supposed intention that it should operate as a will must be regarded as a deed and not as testamentary in its character.

2. When the deed was delivered and recorded the grantees acquired immediate interests which the grantors were powerless to revoke.

3. The plaintiff though first named did not thereby obtain any final advantage in case the property was not of sufficient value to pay the charges in full, and that as the claims of all the beneficiaries had matured the other beneficiaries should be joined as parties plaintiff or defendant in order that the interests of all could be considered.

J. J. Ritchie, K.C., for plaintiff. *Roseoc*, K.C. and *Miller*, for defendant.

Province of Manitoba.

COURT OF APPEAL.

Full Court.] COOPER, J. McDONALD. [June 14.

Promissory note—Indorsement of note payable to order of an unincorporated non-trading association.

The indorsement of a promissory note payable to the order of an unincorporated non-trading association, such as a trade union, with the name of the association and the signatures of two or more of its officers will not enable the person to whom it is delivered so indorsed to sue the maker upon it. There is no valid method of indorsement of such a note, so as to pass a title to it under the Law Merchant, except by the signatures of all the members of the association.

Knott, for plaintiff. *Blackwood*, for defendant.