

CHAPTER 540

PARTIES TO ACTIONS

540.01 ONE FORM OF ACTION; PARTIES HOW STYLED.

The whole article on the judiciary, which was adopted by the joint committee of the two conventions, and which now forms the sixth article of the Constitution is, with the exception of section ten, identical with that which was passed by the convention over which Mr. Sibley presided, and we must look, therefore, to the debates in the democratic rather than to the republican group convention for light in regard to the meaning and intent of article six. *Crowell v Lambert*, 9 M 292 (267).

Who shall be made parties in a given cause is a question of convenience and discretion rather than of absolute right, to be determined according to the exigencies of the particular case. Necessary parties are those without whom no decree at all can be effectively made determining the principal issues in the cause. Proper parties are those without whom a substantive decree may be made, but not a decree which shall completely settle all questions which may be involved in the controversy and conclude the right of all the persons who have any interest in the subject matter of the litigation. *Serr v Biwabik Co.* 202 M 167, 278 NW 355.

Where defect of parties is claimed in a cause, objection must be raised either by demurrer or answer. If neither is done defendant cannot later raise the objection by motion for dismissal, for judgment on the pleadings, for direction of verdict, or by objection to the evidence. *Serr v Biwabik Co.* 202 M 167, 278 NW 355.

The labeling of a complaint to characterize it is unnecessary and improper. The vital question is whether the facts set out are such as to justify judicial relief. The nature of the cause must be determined by the facts alleged and not by the formal character of the complaint. Recovery may be had if the facts proved within the allegation of the pleading are justified although the pleader might be mistaken as to the nature of his cause. *Equitable Holding v Equitable Bldg. and Loan*, 202 M 529, 279 NW 736.

In equity, all persons materially interested, either legally or beneficially, in the subject matter of the suit, are to be made parties, either as plaintiffs or defendants, however numerous they may be, so that there may be a complete decree that shall bind them all; and a court in equity will not proceed in an action until it has before it all parties necessary for the full protection of each. *Peterson v Johnson*, 204 M 300, 283 NW 561.

Fraud is an ancient source of equity jurisprudence, and an accounting will be given where it is charged. The complaint adequately charges that the accounts between the parties were mutual. This furnishes additional reason for equitable cognizance. *Keough v St. Paul Milk Co.* 205 M 104, 285 NW 809.

Plaintiff sued to recover a sum of money held by defendant bank as representative of the estate of R, founding its cause upon an assignment by M, a beneficiary under the will of said R, of all his right, title, and interest as a residuary legatee. M later died testate, defendant executrix being appointed to administer his estate under the will. It was held (a) that the district court is under Minnesota Constitution art. 6, s. 5, vested with "original jurisdiction in all civil cases, both in law and equity, where the amount in controversy exceeds one hundred dollars"; (b) that the probate court, while having jurisdiction of the estates of deceased persons, possesses only powers granted to it by the constitution, these being to take charge of, preserve, and distribute according to law the property of decedents, but not to determine as between the representative of an estate and a third person the right to such property claimed by each; (c) that the district court has plenary jurisdiction of the suit. *Marquette Nat'l Bank v Mullin*, 205 M 562, 287 NW 233.

Plaintiff, vendee in possession of land under a contract of purchase and as such the equitable owner, the vendor holding the legal title simply as security for the

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unpaid portion of the purchase price, is entitled to recover all damages to the land resulting from trespass thereon. *Lawrenz v Langford Electric Co.* 206 M 315, 288 NW 727.

An action to recover loss of earnings and medical, hospital, and nursing expense resulting from personal injuries caused by the negligence of a wrongdoer who was instantly killed by the act of negligence, is based on a cause of action for "injury to the person" which, under section 573.01 dies with the person of the tortfeasor. *Eklund v Evans*, 211 M 164, 300 NW 617.

Although a court of equity will generally not proceed in a suit unless all parties necessary for the protection of each are before the court, exceptions to the rule exist, and as to who shall be made parties in such a suit is a question of convenience and discretion rather than of absolute right; "necessary parties" being those without whom no decree at all can be effectively made determining the principal issues in the case, and "proper parties" those without whom a substantial decree may be made, but not a decree which will completely settle all questions involved and conclude the rights of all persons who have any interest in the subject matter of the litigation. Thus, where "principal issue" is whether plaintiffs or defendants are the owners of disputed property, as to them a substantial decree may be made even though such decree may not completely settle all questions which may be involved so as to conclude the rights of all persons who have an interest in the subject matter of the litigation. Rule as to "necessary parties" does not extend to those who are only consequentially interested in the subject matter. Even if respective grantors under whom the parties here claim title are deemed "necessary parties," the proper practice would be to continue the action or to delay the trial until they can be brought into the case as parties. *Flowers v Germann*, 211 M 413, 1 NW(2d) 424.

Substantial part performance of an executory contract of sale before discovery by the purchaser of deceit practiced upon him by the vendor takes the case out of the rule applicable to contract wholly or substantially executory, and the purchaser may affirm and complete the contract without barring his action in tort for deceit, and that, although the purchaser had unsuccessfully sought rescission. *Kohanik v Beckman*, 212 M 11, 2 NW(2d) 125.

A lessor of a gasoline pump and underground storage tank who installs it in a public street or alley and, in furtherance of his own business, assumes the duty of repairing and maintaining the equipment, is liable for his own negligence in maintaining it, notwithstanding that under the terms of the lease he was under no obligation to make repairs. If appellant was negligent in failing to keep cover of the underground tank in repair, or to discover its broken condition, or to remove it from the public alley after its use had been abandoned, such negligence was a proximate cause notwithstanding Weller was negligent in the same respect. Weller's negligence, if any, was joint and concurrent with that of appellant. *Fjellman v Weller*, 213 M 457, 7 NW(2d) 521.

One who accepts satisfaction for a wrong done, from whatever source, and releases his cause of action, cannot recover thereafter from anyone for the same injury or part of it. *Benesh v Garvais*, 221 M 1, 20 NW(2d) 532.

In an action for personal injuries suffered by falling in a storm-shed entry to defendant's building, exclusion of Minneapolis building ordinance section 2901 forbidding obstructions in the street was proper, because the shed's position had no causal connection with the injury to plaintiff. *Hahn v Diamond Iron Works*, 221 M 33, 20 NW(2d) 704.

"Actionable negligence" is failure to discharge a legal duty to the one injured, and where there is no duty, there can be no negligence. Plaintiff, while taking defendant's dog for a walk, slipped on an icy pavement. There being no allegation that defendant was in any way at fault as to the condition of the pavement, a general demurrer to the complaint will lie. *Woodring v Pastoret*, 221 M 50, 21 NW(2d) 97.

The duty of keeping a sidewalk in a reasonably safe condition for travel is placed on the city and not on abutting owners or occupants; but abutting owners may be held liable for injuries caused by negligence in maintaining in a dangerous and defective condition such facilities as coal holes, vaults, and passageways erected

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on the sidewalk for the convenience of the building. *Shepsfedt v Hayes*, 221 M 74, 21 NW(2d) 200.

Where the plaintiff customer was injured by a fall on the floor of defendant's store, it was the duty of the trial court to charge that the plaintiff must show presence of water, oil, shells, or other debris on the floor, that it had been there for a period of time, and that defendant had actual or constructive notice of the condition. *Hubbard v Montgomery*, 221 M 133, 21 NW(2d) 229.

The doctrine of election of remedies is an application of the law of estoppel. So, generally, a party is not bound by election unless he has pursued the chosen course to a determinate conclusion, or has procured advantage therefrom, or has subjected his adversary to injury. *LeBorius v Reynolds*, 222 M 31, 23 NW(2d) 1.

Since a contract must stand in all its provisions or fall altogether, a party cannot repudiate a contract so far as its terms are unfavorable to him and claim the benefit of the residue. In the instant case, as between the parties, the court rescinded the whole contract. A court of equity will mould its relief so as to determine the rights of all the parties, and it will not allow the pleadings to prevent it from getting at the heart of the controversy. *Prince v Sonnesyn*, 222 M 528, 25 NW(2d) 468.

Wrongful concealment of facts by one party is ground for the other to have a release set aside and sue for the value of the property converted. *Norris v Cohen*, 223 M 471, 27 NW(2d) 277.

An action for money had and received will lie whenever one person has possession of money which in equity belongs to another and ought to be delivered to him; and where an employee retained the proceeds of merchandise sold he was liable in conversion. *Norris v Cohen*, 223 M 471, 27 NW(2d) 277.

Widow was advised by her attorneys to permit a \$7,000 mortgage to be foreclosed and to acquire the property through the mortgagor rather than to probate the estate. The day before the period of redemption expired an assignee of a mechanic's lien being foreclosed redeemed from the foreclosure and claimed title. The widow's attorney had died, and she was absent from the state at the time of redemption. The party making the redemption knew of the widow's mistake. She had not been negligent or careless, and had relied on her attorneys to protect. The demurrer to the complaint of the plaintiff is rightfully overruled. The court will not permit unjust enrichment of defendants. *Lee v Construction Service*, 224 M 149, 28 NW(2d) 69.

Where a statute creates a right and provides a special remedy, that remedy is exclusive. *Bowles v Warner*, 151 F(2d) 529.

Under the emergency price control act, the type of order and whether one should issue in a suit by the administrator are within the discretion of the district court in the exercise of its historic equity powers. The discretion of the district court as to the type of order and whether one should issue in a suit by the administrator must be exercised in the light of the large objectives of the act, since the standards of the public interest and not the requirements of private litigation measure the propriety and need for injunctive relief. *Bowles v Warner*, 60 F. Supp. 513.

The Minnesota conflict of law rule requires that the law of the state in which the contract is to be performed governs the performance of the contract; and the federal court applies the conflict of law rules of the state in which it sits. *McCulloch v Canadian Pacific*, 53 F. Supp. 535; *In re Duluth-South Shore & Atlantic*, 58 F. Supp. 734; *Laber v Canadian Pacific*, 151 F(2d) 758; *In re Wisconsin Central Ry.* 63 F. Supp. 151.

The injunction procedure prescribed by the emergency price control act is equitable in nature, and these provisions do not conflict in any way with other equitable jurisdiction of the court. The special provision authorizing suits for damages provides a distinct and exclusive remedy relative to damages. *Porter v Warner Holding Co.* 66 SCR 1086.

Benefit to the promissor as consideration. 1 MLR 389.

Enforceability of the contracts of infants by way of estoppel. 3 MLR 273.

Election of remedies. 6 MLR 341, 480.

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Tort liability of manufacturers. 10 MLR 1; 19 MLR 752.

History of the adoption in Minnesota of the code of civil procedure. 11 MLR 93.

Interference with contract; effect of motive. 12 MLR 147, 194.

Enforcement of charitable subscription. 12 MLR 643.

Enforceability of gratuitous promises under section 90, restatement of contracts. 22 MLR 843.

Theory of the pleadings; right to jury trial. 13 MLR 601.

Some modern contracts between courts of equity and government policy. 14 MLR 204.

Protection of plans, designs, inventions, and other products of plaintiff's effort made at his expense. 14 MLR 537.

Protection of information in the nature of trade secrets. 14 MLR 546.

Necessity of judgment at law and return of execution as a condition precedent to a creditor's bill. 15 MLR 592.

Adequacy of ineffective remedy at law. 16 MLR 233.

Civil liability created by criminal legislation. 16 MLR 361.

Loss of profits caused by breach of contract. 17 MLR 194.

Implied conditions; dependent and independent covenants. 17 MLR 419.

Law governing whether an action is at law or in equity. 18 MLR 737.

Remedy of third party where agent made a contract not authorized by the principal. 19 MLR 318.

The contemplation rule as a limitation upon damages for breach of contract. 19 MLR 497.

Right to recover for death or damage arising out of prenatal injury. 20 MLR 321; 25 MLR 657.

Prospective inability of the law of contracts. 20 MLR 380.

Liability of restaurateur for defective food. 20 MLR 527.

Decadence of equity as a living system of discretionary law. 22 MLR 479.

Causes of action blended. 22 MLR 498.

Liability to third persons for injuries resulting from completed work as applied to independent contractors. 22 MLR 709.

Respective rights of owner and possessor when property is converted by a third party. 22 MLR 863.

Intentional infliction of mental suffering. 22 MLR 1030.

The riddle of the Palsgraf case. 23 MLR 46.

Liability of master when servant is commandeered. 25 MLR 244.

Application of clean hands doctrine where plaintiff, barred against A, sues A's grantee. 26 MLR 276.

Government responsibility for torts in Minnesota. 26 MLR 293, 480.

Business visitors and invitees. 26 MLR 573.

Joint and several suits against master and servant for tort of servant. 26 MLR 730.

Right to legal relief on equitable issues. 27 MLR 319.

Applicability of promissory estoppel to commercial transactions. 28 MLR 283.

Action for damages on partly performed parol contract. 30 MLR 208.

Doctrine of *Erie R.R. v Tomkins* applied to equity. 30 MLR 643.

Cause of action created by federal statute litigated in state court; applicability of state law; penal or remedial. 31 MLR 371.

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Under federal tort claims act, U.S. Code ss. 921-946, the United States waives immunity from general tort claim liability. Recovery under the act. 31 MLR 456.

Specific performance; oral contract to devise lands. 31 MLR 496.

Equity; statute of frauds; oral contract to convey land; unequivocal reference theory as the basis for the doctrine of part performance. 31 MLR 497.

Duty of negligent person, who creates a condition, to volunteer, who is injured in trying to protect a person in danger. 31 MLR 622.

Since the statute makes it larceny for a finder of lost property to appropriate it to his own use when he has knowledge of the true owner, the return by the plaintiff was an act required by law and constitutes no consideration to support the promise to pay the reward. 31 MLR 627.

540.02 REAL PARTY IN INTEREST TO SUE; WHEN ONE MAY SUE OR DEFEND FOR ALL.

1. Held to be real party in interest
2. Not real party in interest
3. Pleading
4. Assignments
5. One suing for the benefit of self and others
6. Generally

1. Held to be real party in interest

In the instant case a contractor agreed with the city to pay damages to third persons arising out of work in sewer construction. A creditor or donee beneficiary of a contract may recover thereon though not a party to it; and it is no bar to his recovery that the promise in his favor is conditioned on a future event; nor is it essential that he be identified when the contract is made. *La Mourea v Rhude*, 209 M 53, 295 NW 304.

Minnesota court will allow recovery to a creditor or donee beneficiary directly upon the contract whether that contract is a public one or a private one. 25 MLR 523.

2. Not real party in interest

There is no competent evidence to show that the Kelling Company acquired any rights in this covenant "not to engage in a competing business" within the territory, and it is therefore not a "real party in interest" as prescribed by section 540.02. *Peterson v Johnson Nut Co.* 209 M 476, 297 NW 178.

Criminal recognizance bond; co-sureties; right to contribution. 31 MLR 382.

3. Pleading

See *Flowers v Germann*, 211 M 413, 1 NW(2d) 424, noted under section 540.01.

Misjoinder of defendants; multifariousness. 9 MLR 373.

Right of non-member to sue employer for damages resulting from breach of contract with the union. 16 MLR 100.

5. One suing for the benefit of self and others

The attorney general is the proper party plaintiff to compel compliance with the conditions impressed upon a gift for a charitable purpose. A citizen, resident, and taxpayer who sues on his own behalf and on behalf of all beneficiaries of the "will and charity" cannot maintain the action. *Longcor v City of Red Wing*, 206 M 627, 289 NW 570.

Where the school treasurer pays a school warrant without authority, any taxpayer may sue on behalf of himself and others. OAG Jan. 22, 1946 (166-A-7).

Federal rules regarding class suits. 22 MLR 34.

Class suits under the codes; applicability to actions at law. 24 MLR 703.

6. Generally

Where the homestead is abandoned by the surviving widow the state may foreclose the old age assistance lien. OAG Aug. 28, 1946 (521-P-4).

Administrative law; joinder of parties; consent decree; contempt, under the federal price control act. 31 MLR 614.

540.03 ACTION BY ASSIGNEE; SET-OFF SAVED; EXCEPTION.

1. Generally

Necessity that both assigned claim and set-off, at law, be due at the time of the assignment. 6 MLR 404.

Right of partial assignee to sue. 18 MLR 216.

Right to set-off a claim against an intermediate assignee. 18 MLR 733.

Effect of holder's failure to present for payment at maturity on liability of persons primarily liable. 18 MLR 734.

Assignment of deposit; sufficiency of notice of assignment. 22 MLR 1044.

Creditor's remedies relating to negotiable and non-negotiable choses in action and corporate stocks. 30 MLR 616.

540.04 REPRESENTATIVE MAY SUE WITHOUT JOINING THE CESTUI QUE TRUST.

Where it is alleged that the grantor was incompetent and the prayer is to set aside the deed on that account, the action should be brought in the name of the incompetent by her legal guardian or other legal representative. *Parrish v Peoples*, 214 M 597, 9 NW(2d) 225.

540.05 MARRIED WOMEN MAY SUE OR BE SUED ALONE.

In a suit to cancel a deed for nondelivery to the grantees, the wife of one of the defendants was joined as a defendant. She was incompetent to testify to a conversation with the deceased grantor of the plaintiff as to a matter in issue between the plaintiff and the witness's husband. Her default in failing to interpose an answer to the complaint did not qualify her to testify for her husband as to such conversation. Even though she thereby eliminated herself as a party she was still interested in the event of the suit and so was incompetent to testify as to such conversation, since, if her husband should prevail on the issue of delivery, her marital rights, though inchoate and contingent on his death, would immediately attach to the land. *Cocker v Cocker*, 215 M 565, 10 NW(2d) 734.

Right of wife to sue for loss of consortium caused by defendant's negligence. 6 MLR 76.

540.06 INFANTS AND INSANE PERSONS.

Where there is no reasonable ground for litigation undertaken by a guardian ad litem, the court may in its discretion deny him compensation and expenses. *Johnson v Johnson*, 214 M 462, 8 NW(2d) 620.

Necessity for appointment of guardian ad litem for minor defendant in a divorce suit. 4 MLR 525.

Tort action by child against parent. 15 MLR 126.

540.07 PARENT OR GUARDIAN MAY SUE FOR SEDUCTION.

The common law gives affianced husband no cause of action for the seduction of his affianced wife and no statute gives one. *Davis v Condit*, 124 M 365, 144 NW 1089.

In an action by a father for damages for seduction of his daughter, it is proper to instruct the jury that if the daughter had at some time in her life been unchaste, but at the time of the alleged seduction she had reformed and had actually acquired the virtue of chastity, she was then a woman of previous chaste character. The evidence justified the instruction. *Haeissig v Decker*, 139 M 422, 166 NW 1085.

Action for seduction brought in name of infant. 10 MLR 631.

Right of woman, as real party in interest, to sue for her own seduction. 12 MLR 190.

540.08 PARENT OR GUARDIAN MAY SUE FOR INJURY TO CHILD OR WARD; BOND; SETTLEMENT.

A demurrer for misjoinder was properly sustained to a complaint by husband and wife, joint owners of a home, to recover for depreciation of the value of the use thereof by defendant's wrongful maintenance of a nuisance upon adjacent property, and by the husband alone to recover damages sustained by his family from noxious odors. *King v Socony Vacuum Co.* 207 M 573, 292 NW 198.

An action for injury to a minor child should be brought in the name of the minor, as plaintiff, by his guardian. *Johnson v Colp*, 211 M 248, 300 NW 791.

Where the driver, a boy in his sixteenth year, created an accident by reason of inattention, the parent of the injured child takes his right of action for loss of services and expense of medical attention subject to any defense that could be urged against the child. *Wineman v Carter*, 212 M 298, 4 NW(2d) 83.

Relying on *Marple v M. & St. L.* 115 M 262, 132 NW 333, and *Elsen v State Mutual*, 217 M 564, 14 NW(2d) 859, in the case at bar, the evidence sustains the court's findings that the minor's suit was settled under mutual mistake of fact as to the character of the injuries sustained, and the court's action in vacating the judgment of dismissal and order approving settlement is sustained. *Elsen v State Farmers Mutual*, 219 M 315, 17 NW(2d) 652.

Trial court for good cause may review an order approving a settlement made by a guardian on behalf of a minor, and if, upon such review, it appears that such settlement was based upon mutual mistake of fact, the court may vacate and set aside its order of approval even if there was no bad faith on the part of the defendants. In the instant case, injuries were discovered after the settlement which were not discoverable at the time of said settlement. *Clark v Gronland*, 221 M 505, 23 NW(2d) 169.

An action under the fair labor standards act of 1938 is removable from the state court to the federal district court. *Koskala v Butler Bros.* 65 F. Supp. 276.

Infant suing by next friend; judgment; satisfaction. 2 MLR 470.

Release; fraud; mistake; jury trial. 15 MLR 805.

Parents right to recover consequential damages for injury to child; effect of bar of child's right of action. 19 MLR 250.

Investment of fiduciary funds. 25 MLR 309.

540.10 JOINDER OF PARTIES TO INSTRUMENT.

If plaintiff seeks to recover on the theory that the contract was one for a third party beneficiary, allegations must be sufficient to show that the contract was intended to benefit him directly and that he was not merely an incidental beneficiary. *Gjovik v Bemidji Local Bus Line*, 223 M 522, 27 NW(2d) 273.

540.11 SURETY MAY BRING ACTION.

An indemnification agreement regarding a criminal bond or recognizance is void as against public policy, since purpose of recognizance is to have sureties exert all their influence on principal to appear. *Sansome v Samuelson*, 222 M 417, 24 NW(2d) 702.

Proximate cause; intervening cause. 9 MLR 273.

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Why release of security discharges a surety. 14 MLR 725.

Circumstances under which a surety may compel a creditor to resort to security. 15 MLR 95.

Right of trial judge to comment on evidence in charge to jury in civil and criminal cases. 18 MLR 441.

A creditor's right in securities held by his surety. 22 MLR 316.

540.12 ACTION NOT TO ABATE BY DEATH; TORTS.

The statute of limitations of Minnesota for actions founded on injuries to the person, section 541.05(5), as the law of the forum, governs as to the time within which an action for damages for death may be brought here under the Iowa code which provides that the cause of action shall survive in favor of the party injured and against the personal representative of such parties respectively, there being no limitation of time for bringing such action under the law of Iowa other than the general statute of limitations of that state. *Whitney v Daniel*, 208 M 420, 294 NW 465.

On death of party, action for breach of promise to marry abates. 8 MLR 335.

Abatement of action on death of party under the Sherman Act. 10 MLR 160.

Survival; enforcement in one state of right of action under statute of another state against administrator of deceased tort-feasor. 15 MLR 705.

Summary probate proceeding. 20 MLR 104.

540.13 EXEMPTIONS OF LEGISLATIVE MEMBERS AND EMPLOYEES.

Immunity of legislators from service of process in civil actions. 6 MLR 605.

540.14 ACTIONS AGAINST RECEIVERS; TRIAL; JUDGMENT, HOW SATISFIED.

When must a receiver appointed by a state court relinquish property of a bankrupt to the trustee in bankruptcy. 14 MLR 658.

Preferences of receivership claims in equity receiverships. 15 MLR 261.

Common law tort liability of the various levels of government in Minnesota. 26 MLR 315.

540.15 ASSOCIATES SUED AS PARTNERS.

At common law, an unincorporated association cannot sue or be sued in the association's name. Such associations, absent the statutes recognizing them, have no legal entity distinct from that of their members. Where the statute specifies the person upon whom service of process is to be made, the provision is mandatory. *Bloom v American Express Co.* 222 M 249, 23 NW(2d) 571.

Trade unions; actions by or against. 14 MLR 1, 193.

Shifting basis of jurisdiction. 17 MLR 156.

Suit against associations under common name. 21 MLR 203.

Actions under Minnesota labor relations act of 1939. 24 MLR 796.

540.151 SUABILITY OF CERTAIN PERSONS AND ASSOCIATIONS; LABOR ORGANIZATIONS; EMPLOYER ORGANIZATIONS.

HISTORY. 1947 c. 527 s. 1.

540.152 CERTAIN TRANSACTIONS OR ACTIVITIES SUABLE; SERVICE; NOTICE; JURISDICTION.

HISTORY. 1947 c. 527 s. 2.

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540.153 CERTAIN PERSONS OR ORGANIZATIONS EXCEPTED.

HISTORY. 1947 c. 527 s. 3.

540.16 BRINGING IN ADDITIONAL PARTIES.

Subdivision 1 amended by L. 1947, c. 152, s. 1.

The rule that a lessor is not liable to a tenant or his invitees in the absence of a covenant by the lessor to keep the premises in repair is subject to the exception that where there is a hidden danger or trap the lessor has a duty to disclose it to the tenant. The case presented two questions of fact for the jury: (a) Whether there was a trap which proximately caused the injuries here involved; and (b) whether defendant had knowledge of same, which it (admittedly) failed to disclose to the tenant; and evidence sustains the jury's findings. *Murphy v Barlow*, 214 M 64, 7 NW(2d) 684.

Rule 14, under federal rules of civil procedure permits the bringing in of a party who may be liable. The party sued in an automobile collision, on notice to the passenger plaintiffs may require them to also serve on a party the defendant deems liable. *Anderson v Kenosha*, 6 FRD 265.

Bringing in third parties by defendant. 19 MLR 163.

Interpleader; requirement of privity. 19 MLR 812.

540.17 JOINDER OF CONNECTING CARRIERS.

Suits against foreign corporations as a burden on interstate commerce. 17 MLR 381; 19 MLR 375.