

arising from pleadings and proofs between plaintiffs and defendants, a court of equity is entitled to make a decree between the defendants. Further, my Lords, a court of equity is bound to do so. The defendant chargeable has a right to do so. The defendant chargeable has a right to insist that he shall not be liable to be made a defendant in another suit for the same matter that may be then decided between him and his co-defendant; and his co-defendant may insist that he shall not be obliged to institute another suit for a matter that may be then adjusted between the defendants. In this case there is no reason against it, for, though it is not necessary to the plaintiff's case, he is not thereby delayed; and giving all the relief that can be given between the parties in one suit is carrying out the spirit of the Administration of Justice Act and the principle upon which this court acts of adjudicating, as far as is reasonably practicable, upon the rights of all parties in one suit. My conclusion, then, is that Graham, in this suit, is entitled to a direction in the decree that his co-defendants pay to the plaintiff the amount due upon the mortgages held by him, and he is entitled to his costs against them, inasmuch as it has been by their default in not paying Campbell that he has been put to costs."

It seems to follow from this decision that although a mortgagee (before the passing of the Judicature Act) could not claim personal relief against a purchaser of the equity of redemption, yet he could obtain it by permitting the defendants to adjust their rights in the one suit.

The Judicature Act, we take it, was intended to expand, rather than to contract, the powers of the courts in finally disposing of the rights of parties, as far as possible, in one action.

The wholesome doctrine of *Campbell v. Robinson* has been approved time and again in our courts, both before and since the Judicature Act. See *Chamberlain v. Sovais*, 28 Chy. 404; *McMichael v. Wilkie*, 18 A.R. 464.

In the last-mentioned case, Mr. Justice Maclellan says (at p. 473): "It was always the rule in Chancery to give, as between co-defendants, all the relief which their respective equities arising out of the plaintiff's case entitled them to, as stated by Lord Eldon in the House of Lords in *Chamley v. Lord Dunsany*, 2 S. & L., at p. 718; referred to by the late Chief Justice Spragge in *Campbell v. Robinson*, 27 Gr. 634. But that was confined to the case of defendants who were proper parties to the suit, as between