

ment in the Dominion Companies Act would be necessary in order to confer on such companies the capacity to acquire further rights such as chartered companies are held to possess by the common law.

ADDING PARTIES AS DEFENDANTS.

The question of parties rarely arose formerly at law, but in equity the question of parties was a very important branch of practice, and under the old Chancery procedure the omission to add necessary parties was often the subject of demurrer, as was also the fact that persons named as defendants were improper or unnecessary parties. At law if the plaintiff omitted to sue the right person his action failed. He might, both at law and in equity, select the person or persons to be sued, but there used to be this difference, at law, if he selected the wrong person, judgment went for the defendant; whereas in equity he was often permitted to amend by adding any necessary parties with apt words to charge them, so as to cure the defect in his proceedings; but if he failed to take advantage of that leave, his action would be dismissed for want of prosecution. The plaintiff was, however, always recognized both at law and in equity as the *dominus litis*—such an idea as the defendant adding parties was never dreamt of. Perhaps, because the old Courts of Law and Equity felt that it would be a futile proceeding because there was no power to compel the plaintiff to make any claim against any persons except such as he might himself select to sue, and the mere adding a defendant without “apt words to charge him” would be merely giving the person so added ground for coming to the Court asking to be dismissed from the action on the ground that the plaintiff made no claim against him.

But, judging from two recent decision of appellate tribunals, we have changed all that, and defendants are now allowed to add as co-defendants persons as against whom the plaintiff makes no claim, on the allegation by the defendant that if there is any liability to the plaintiff in respect of the claim sued, such other person is either solely, or jointly with the defendant, liable therefor. How