

RULE 22. INTERPLEADER

Persons having claims against the plaintiff may be joined as defendants and required to interplead when their claims are such that the plaintiff is or may be exposed to double or multiple liability. It is not ground for objection to the joinder that the claims of the several claimants or the titles on which their claims depend do not have a common origin or are not identical but are adverse to and independent of one another, or that the plaintiff avers that the plaintiff is not liable in whole or in part to any or all of the claimants. A defendant exposed to similar liability in an action may obtain such interpleader by way of cross-claim or counterclaim. The provisions of this rule supplement and do not in any way limit the joinder of parties permitted in Rule 20.

Advisory Committee's Notes January 1, 2001

P.L. 1999, Chapter 731, §§ ZZZ-2 *et seq.* unified the Superior Court and the District Court civil jurisdiction, with certain stated exceptions. Rule 22 is amended to delete the reference to the Superior Court, since actions for interpleader may now also be brought in the District Court.

Reporter's Notes December 1, 1959

This rule, which is like Federal Rule 22(1), removes a number of technical restrictions which grew up under the old equity practice and caused trouble. It avoids the confusion that developed around bills of strict interpleader and bills in the nature of interpleader.

A comparison of the rule with the leading Maine case on interpleader, *First National Bank of Portland v. Reynolds*, 127 Me. 340, 143 A. 266 (1928), will indicate the changes made by the rule. The privity requirement is eliminated, so that no longer is it necessary that all of the adverse claims be dependent or derived from a common source. This requirement was often difficult of application and was somewhat watered down by the courts, as is shown in the *Reynolds* case itself. The requirement that the person asking the relief must not have nor claim any interest in the subject matter is also specifically abrogated. The interpleader plaintiff may, in other words, plead that he owes neither claimant anything; but that if he does, he does not know which. The rule permits a defendant exposed to multiple liability to admit liability, pay the money into court, and be dismissed

from the case. But payment into court is not required. *Cf. Gardiner Savings Institution v. Emerson*, 91 Me. 535, 40 A. 551 (1898).