

of a holder of shares under the following circumstances to be placed on the list of contributories. One Wright being entitled under an agreement which was not registered as required by the Companies Act 1867, s. 25 (see R.S.C. c. 119, s. 27), to fully paid-up shares in a joint stock company, agreed with one Parbury to procure him, in consideration of £500, which was duly paid, an allotment of 100 fully paid-up shares in the company when incorporated. After the company was incorporated Wright procured 100 of the shares to which he was entitled under his agreement, to be allotted to Parbury as his nominee, and they were accordingly allotted to and accepted by him. No part of the £500 was ever paid to the company. The shares were issued as fully paid-up shares. The liquidator contended that by reason of the non-registration of Wright's agreement before the issue of the shares, as required by the statute, Parbury was liable to pay for them in full, but Williams, J., determined that the company was estopped from denying that the shares were fully paid up, having certified them to be paid in full, on the faith of which Parbury accepted the shares, and therefore he could not be made liable.

CORRESPONDENCE.

PRACTICE AS TO CROSS-EXAMINATION.

To the Editor of the Canada Law Journal.

SIR,—Will you or any of your learned correspondents state in your columns what the practice is in Ontario, or the other provinces, or what would be deemed the correct practice, in the following case: Witness for the plaintiff is called, examined in chief, and then subjected to the usual cross-examination at large by defendant's counsel. At the close of defendant's case, plaintiff's counsel recalls witness to rebut a witness of the defendant on a particular point, which was, of course, new matter. Counsel for defendant then proposes to cross-examine the witness over again *on the whole case*.