the defendant when the work was authorized. For plaintiffs were bound to do the work with reasonable reference to defendant's interests, i.e., they were not entitled to have it done at an expense greater than was reasonable or necessary. This, however, I find that they did, not in bad faith, but by reason of an excess of precautions, involving great and unnecessary expense in lowering the main for a much greater distance than was required. Mr. Rust, the only independent engineer called by plaintiffs, gives amiable and half-hearted testimony in their favour. He says that what was done was "very good engineering," but he admits that it might have been shortened 100 or 150 feet.

I find that the sum paid into Court was sufficient to pay the reasonable cost of properly and sufficiently protecting plaintiffs' water main and to satisfy plaintiffs' claim.

Defendant will be entitled to his costs subsequent to filing his statement of claim. No costs up to that time.

Order for payment out to plaintiffs of the $200 on their paying defendant's costs as above.

---

TEETZEL, J. APRIL 20TH, 1905.

WEEKLY COURT.

## RE WIARTON BEET SUGAR MANUFACTURING CO.

## McNEIL'S CASE.

*Company—Winding-up — Contributory — Unpaid Shares Issued as Fully Paid—Acceptance—Set-off—Advances Made by Contributory — Ontario Companies Act — Winding-up Act of Dominion.*

Appeal by Alexander McNeil from a portion of an order of J. A. McAndrew, official referee, made in proceedings for the winding-up of the company, settling the appellant upon the list of contributories for $1,675, a balance due upon 238 shares; and an appeal by the liquidator of the company from a portion of the same order, which allowed a set-off of $1,500, for advances made by McNeil for the benefit of the company, pro tanto against the $1,675.

G. H. Watson, K.C., for McNeil.

W. H. Blake, K.C., for the liquidator.