

These companies, as corporations, are entirely separate and distinct, each from the other, although they are acting together, and have interests in common in certain business transactions.

It was stated and not denied at the trial, that the Fidelity Mines Co. owns all the stock of the Ontario Fidelity Mines Co., Ltd.

The evidence given is meagre.

There was not from the first, any attempt on the part of the Fidelity Mines Co. to carry out their part of the agreement.

The plaintiff did, however, pay to the Bank of Montreal \$700 on account of a judgment held by that bank against the Ontario Fidelity Mines Co., Limited, and did pay the further sum of \$150 for the last mentioned company.

The Ontario Fidelity Mines Company, Limited, got and accepted the benefit of these payments, for which neither company paid or gave any consideration, and the plaintiff received no consideration directly or indirectly, the expected consideration having wholly failed by reason of the breach and repudiation by the first-mentioned company of the agreement with the plaintiff.

At the time of the payment by the plaintiff to the Bank of Montreal, the effects of the Ontario Fidelity Mines Co., Ltd., were under seizure and about to be sold. This payment reduced the liability of that company to the Bank of Montreal, and the sale of that company's property did not take place at the time appointed, even if it ever did.

There was the implied request of the first company to the plaintiff to make the payments named and the acceptance by the other company, for which payments plaintiff has received nothing.

The plaintiff is entitled to judgment against both companies—defendants—for the \$700 and \$150 with interest at 5 per cent. from 1st March, 1913.

The plaintiff was asked by the Fidelity Mines Co. to draw for the \$850 and on 12th April, 1913, he did draw upon that company for \$850, but payment of the draft was refused.

The plaintiff is not entitled to recover as against either company for general damages for breach of the contract, because such damages have not been established, and as to the