Ottawa, and there is no evidence here that the price paid was any greater than the actual cost to him of the coal.

Supposing, therefore, plaintiff's story of the bargain to be the true one, and that he said to defendant . . . "Remember, I will charge you no more than the company charges me," that was equivalent to saying, "I will charge you the price at which the company bought my coal from me," because that was the price charged by the company to him, when he sold to another dealer, upon the final adjustment at the end of the season, no matter what the nominal price might be meantime.

Now, if plaintiff had shewn that he sold his coal to the company at a greater price than it cost him, there would be some shew of reason in his claiming that defendant should pay him the established price between dealers, that is, the price paid by the company to dealers for the coal they brought in. It would not have been unreasonable for plaintiff to have stipulated for that established price when he let defendant have his coal. But the trouble in his way is that the price paid by the company, according to the evidence, was supposed to be the actual cost to the dealer at "circular" rates, and he has not shewn that there was any difference of profit to him between the two rates.

Apart, therefore, from the other evidence . . . plaintiff seems to me to have failed to make out a case. But when we find, as we do here, that plaintiff rendered regular accounts from time to time to defendant for the coal delivered to him, charging in each account a certain price per ton, which was paid him by defendant, and that thereupon he signed receipts for these accounts in full, without a hint upon one of them that any further sum was to be claimed, we have an immensely strong mass of documentary evidence which entirely supports the testimony of defendant. And when we find, further, that no claim was made for the additional sums for which this action is brought until two years had elapsed from the payment of the last account, and that no explanation of the delay is given, the evidence afforded by the oath of defendant and the production of the receipts becomes so strong as absolutely to outweigh the statements of plaintiff unsupported by any other evidence that the price charged in his accounts rendered was not the price at which the coal was sold.

Appeal allowed with costs, and action dismissed with costs, but without prejudice to plaintiff bringing an action in a Division Court upon a small part of his claim, being for coal obtained by one Skead.