

ROSE, J., in a written judgment, said that the allegation in the statement of claim was that by the negligence complained of the plaintiff "suffered personal injuries to the extent of \$10,000." It was admitted that he must give particulars of any expense to which he had been put and of any money which he had lost, in so far as such expense and loss entered into the claim for \$10,000 damages; but it was said that a description of his personal injuries was something which he, being unskilled in medicine and surgery, ought not to be required to give; that, upon examination for discovery, he would describe his symptoms to the best of his ability; and that, if a physical examination were ordered under sec. 70 of the Judicature Act, the defendants would be able to learn from the examining medical practitioner all that they would need to know before the trial about the plaintiff's present condition. With this argument the learned Judge did not agree. Without attempting to define the degree of exactness with which a plaintiff, in such a case as this, ought to state the injuries which he alleges he has suffered, it was safe to say that the present claim was altogether too vague: it left the defendants entirely in the dark as to whether what was alleged was, e.g., loss of limb or of sight or injury to the nervous system. A much more reasonable form of statement of claim is that of which a precedent is given in *Odgers on Pleading and Practice*, 8th ed., pp. 441-442.

The appeal should be dismissed. If any question arose as to the sufficiency of such particulars as might be delivered, the Master would, doubtless, see to it that the plaintiff would not be embarrassed by any attempt on the part of the defendants to compel him to be more exact in his statement than, in all the circumstances, it was reasonable to ask him to be.

Costs to the defendants in any event in the cause.

ROSE, J.

OCTOBER 1ST, 1919.

RE WEBB.

Will—Construction—Benefits to Widow under Will—Exclusion from or Substitution for Dower—Power Given to Executors to "Lease, Let, and Manage" Lands—Election of Widow—Lands Sold by Executors—Lands Sold by Testator—Moneys Realised from Sales of Lands—Apportionment between Income and Capital—Payments of Income to Legatees—Year Immediately Succeeding Death of Testator.

Motion by the executors of the will of Thomas Webb, deceased, for an order determining certain questions as to the meaning and