

special damages, if any, which the plaintiffs may be found entitled to at the trial."

Special damages are not sought in the action, in the ordinary sense in which that term is used. Had they been claimed particulars might well have been ordered of them. An order for particulars of the damages claimed under the Fatal Accidents Act has never heretofore been made. The damages are to be such sum as the jury may estimate as representing the probable pecuniary benefit the plaintiffs would have received from the continuance of the life of the deceased. How particulars could be given of this it is impossible to suggest.

Counsel stated that what he really desired was a statement of the benefits that the parents had received in the past from their son. This is not what has been ordered, nor would it be proper that it should be ordered, as it would be compelling the plaintiffs to give particulars of the evidence by which they intend to support their claim. Moreover, all information which the defendant is entitled to have can be obtained upon discovery.

I think the appeal should be allowed, and that the motion should be dismissed, both with costs.

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HON. SIR G. FALCONBRIDGE, C.J.K.B. JANUARY 26TH, 1914.

CORNISH v. BOLES.

5 O. W. N. 799.

*Lease—Covenant not to Assign or Sub-let without Leave—Arbitrary Withholding of Consent to Assignment by Lessor—Damages—Declaration—Reference.*

FALCONBRIDGE, C.J.K.B., *held*, that where a lessor had unreasonably and arbitrarily withheld his assent to an assignment of lease that he was liable in damages for so doing.

Action for a declaration of the plaintiff's rights in respect of assignments of a lease and option and for damages and other relief, tried at Toronto.

R. R. Waddell, for plaintiffs.

H. M. Mowat, K.C., for defendant.