occasioned by similar causes: (1816) *Cullen* v. *Butler*, 5 M. &. S. 461, at p. 465.

A difficulty, however, not infrequently arises in determining whether or not the cause of the loss is a peril, loss, or misfortune, *ejusdem generis* with those specifically enumerated. In a late case before the House of Lords, *Thames and Marine Insurance Co.* v. *Hamilton*, (1887) 12 App. Cas. 484, a loss had been occasioned by the bursting of an air chamber of a donkey engine, caused by the negligent closing of a valve, and the question was whether the loss thus occasioned was covered by the policy. Their lordships came to the conclusion that, applying the doctrine of *ejusdem generis* to the construction of the words "other perils," they could only cover other perils *ejusdem generis* with "perils of the sea," and that the accident to the engine was not such a peril, and, therefore, not covered by the policy.

In *The Ashbury Railway Carriage Co.* v. *Riche*, (1875) L.R. 7 H.L. 653, the House of Lords applied this doctrine to the construction of the articles of association of a joint stock company. These articles described the objects of the company as follows: "To make and sell, or lend, or hire railway carriages and wagons, and all kinds of railway plant, fittings, machinery, and rolling stock; to carry on the business of mechanical engineers and *general contractors;* to purchase, lease, work and sell mines, minerals, land, and buildings; to purchase and sell as merchants timber, coal, metals, or other materials, and to buy and sell any such materials on commission as agents." The directors agreed to purchase a concession for making a railway in a foreign country, and afterwards they agreed to assign the concession to a foreign firm, which was to supply the materials and receive payments from the English company. The validity of this transaction being called in question, it was attempted to be supported as coming under the power to carry on business as *general contractors*, but these general words were held to be limited by the preceding words "mechanical engineers," and to apply only to contracts of that nature, and, therefore, the agreement to purchase the concession was held to be *ultra vires* of the company.

The application of the doctrine to the construction of wills has not always been uniform, and the later cases indicate a distinct departure from the principles on which some of the earlier cases proceeded.