

to have been induced (possibly unconsciously) by the application of the broad principle which always construes penal statutes strictly and by a judicial disinclination to create new offences unless absolutely compelled by the most explicit language of the Legislature.

The modern tendency of the Courts is not to regard the doctrine of *ejusdem generis* as important, but in all cases to look for indications elsewhere in the document of an intention to use general words in the restricted sense, if the doctrine is to be applied. In the absence any such indication, the doctrine is not treated as a mere rule of thumb, though no doubt it was so treated formerly. It was said by Lord Loreburn, when Lord Chancellor, that "it is impossible to lay down any exhaustive rules for the application of the doctrine of *ejusdem generis*," but there "may be great danger in loosely applying it": (*Larsen v. Sylvester*, 99 L.T. Rep. 94; (1908) A.C. 295). In this case it was held by the House of Lords that the insertion of the words "of what kind soever" in a charter-party was intended to, and did, exclude the doctrine of *ejusdem generis*. *Anderson v. Anderson*, in the Court of Appeal (72 L.T. Rep. 313; (1895) 1 Q.B. 749), illustrates the modern tendency referred to in relation to a voluntary deed of settlement. The deed contained a gift of a house with its "furniture, plate," etc., and "other goods, chattels, and effects" on the premises. The words last quoted were held to include horses and carriages, and the *ejusdem generis* doctrine was held not to apply. Lord Esher, M.R., said: "The doctrine of *ejusdem generis* is not one to be at all extended." Lord Justice Lopes thought the doctrine "a good servant, but a bad master." The effect of not applying the doctrine in this case was to uphold the gift of everything in the house to the donee. In a later case where the doctrine was applied, the effect of its application was to prevent the forfeiture by a tenant of machinery placed on demised premises: (*Lambourne v. McLennan*, 88 L.T. Rep. 748; (1903) 2 Ch. 268). Here the Court of Appeal held that the general words in a covenant to deliver up at the end of the term everything on the premises should be applied only to articles possessing the characteristic of irremovability, and they also thought the covenant should be construed in this way apart from the doctrine of *ejusdem generis*.