

*Hopkinson v. Lusk*, (1865) 34 Beav. 214, is an important illustration of the rule. In this case a trustee of a bank in whom was vested (a) a leasehold which was the absolute property of the bank, and (b) certain other leaseholds held by him as a security for a debt due to the bank, made a conveyance to a new trustee, specifically conveying property (b), "and all other moneys, securities, *property and effects*, now vested" in him as trustee for the bank or on which they have any lien; and it was held by Lord Romilly, M.R., that property (a) did not pass by this deed. He said that the scope and object of the deed was to convey to the new trustee all the securities for debts due to the bank, and though the deed contained a recital of a request by the bank to the grantor to transfer "the trust property vested to him," yet that, although including all property, must have reference to what had gone before, and must mean all trust property vested in him for securing debts due to the bank, and did not include property to which the bank was absolutely entitled.

In *Johnson v. Edgeware Ry. Co.*, (1866) 35 Beav. 48c, the doctrine was applied to the construction of a lease whereby the landlord was empowered to resume possession of any part of the demised premises in case it should be required "for the purpose of building, planting, accommodation, or otherwise." The question was, did this stipulation enable the landlord to resume part of the demised premises required for a railway so as to defeat the tenant's right to compensation? and Lord Romilly, M.R., held that it did not. He said: "It cannot be denied that where a person speaks of three purposes, 'A, B, and C, or otherwise,' the latter words refer to something *ejusdem generis*, and can only be applicable to things of the same character as those previously specified, as in this case something of the same character as 'building, planting, or accommodation,' though not coming precisely within the exact definition of these words." The expropriation of the land for railway purposes, in his opinion, did not come within either of those terms.

Early in this century Lord Ellenborough laid it down that the doctrine was applicable to the construction of the general words usually found in policies of marine insurance. He declared the words "all other perils, losses, and misfortunes," etc., to comprehend and cover other cases of marine damage of the like kind with those which are specifically enumerated and