

on the boundary between that country and Brazil. Among the risks insured against was "piracy" and "all other perils," but the policy contained the following clause:—"Warranted free of capture, seizure and detention and the consequences thereof, or any attempt thereat, piracy excepted, and also from the consequences of risks, civil commotions, hostilities or warlike operations, whether before or after declaration of war." At the place of delivery certain malcontents, mostly Brazilians, were desirous that the authority of Bolivia should not be established in the territory and had fitted out armed vessels which ascended the Amazon for the purpose of resisting the Bolivian troops and establishing a republic. The goods in question were intended for the Bolivian Government and were seized by the ships of the malcontents. On the part of the plaintiff it was contended that this was an act of "piracy" and therefore within the losses insured against, and, if not, it would be included under the words "all other perils" according to the *ejusdem generis* rule of construction. Pickford J., who tried the action, held that even if the seizure of the goods came within the legal definition of piracy for some purposes, the word "pirates" in the policy must nevertheless be construed according to its popular sense, and that in that sense it meant persons who plunder indiscriminately for private gain, and not persons who are operating against the property of a particular state for political purposes, and therefore he held the loss was not covered by the policy. The Court of Appeal (Williams, Farwell and Kennedy, L.JJ.) affirmed his decision that the act in question was not piracy but rather came within the term of civil commotions which were expressly excepted, and they also held that the *ejusdem generis* rule could not be invoked so as to bring within the losses insured against any of those which by the terms of the policy were expressly excepted.