

THE DOCTRINE OF *EJUSDEM GENERIS* AS
APPLIED TO THE CONSTRUCTION OF DOCUMENTS.

(Continued from p. 134.)

The application of the doctrine to general words of description in assignments for the benefit of creditors would seem to depend to some extent on whether the assignment is for the benefit of all creditors, or of some particular creditor or creditors. Where an assignment was for the general benefit of all creditors, general words purporting to assign "all other property" were allowed their unrestricted meaning, whereas, in an assignment for the benefit of a particular creditor, the like words received a restricted meaning. Thus, in *Ringer v. Cann*, 3 M. & W. 343, the lessee of a mill and premises at a rack rent, being insolvent, executed an assignment whereby, after reciting his insolvency and that he had agreed to assign "all his debts, personal estate, and effects of every description" to the assignees in trust for the benefit of his creditors, he conveyed and assigned to the assignees all and singular the stock in trade, implements, and utensils in trade, corn, grain, hay, horses, carts, and carriages, crops of every kind, as well sowed as not, household furniture, plate, china, linen effects, and personal estate of every description whatsoever of him the grantor in, upon, or about the dwelling-house, mill, outhouses, and premises situate at Hethersett then in his use or occupation or elsewhere soever (except the wearing apparel of himself and family), and also all debts, etc., "and also all bonds, bills, notes, and other securities for money, books of account, writings, and other papers, and all other the personal estate and effects of him" the grantor "whatsoever and wheresoever, or of, in, or to which he was in anywise interested or entitled." The deed contained a trust for the assignees, among other things, to pay the rent in arrear for the mill premises, or accruing due until and up to the 6th April then next. It was claimed by the assignee that the lease of the mill passed under the general words of the assignment. Lord Abinger, C.B., said: "I think the distinction in all these cases is whether the object of the parties was to pass a limited interest or not; if it was, then the rule is that we are not to construe general words so as to enlarge the limited interest," but, being of opinion that the intention of the parties was that the leasehold should pass, there being a manifest intention expressed on the face of the deed to assign