

"trade, manufacture, or other business of a commercial nature" (1863),

"trading, manufacturing or mechanical purposes" (1834).

And compare 387: "financial, commercial and manufacturing companies."

2. "deemed" (1), *censés*,
"deemed" (2), *réputés*,
"held" (774), *réputés*,
"considered" (380), *censés*,
reputed.
3. "are construed" (8), *s'interprètent et s'apprécient*,
"interpreted" (12), *interprétée*.
4. "General partnerships" (1864-5), *Sociétés en nom collectif*.

In 1870 the introduction of "general" in its vernacular signification causes *sociétés en n. c.*, afterwards to be rendered "partnerships under a collective name."

5. "Law costs and the expenses incurred, etc. (2009).
"Law costs and all expenses incurred, etc. (1994).

6. "held" (2035), *possédés*.
"possessed" (2036), *possédait*.

7. ". . . Such other clauses and announcements as the parties may agree upon" (2492).
". . . Such other announcements and conditions as the parties may lawfully agree upon" (2569 & 2587), a better form.

8. "arrangement" (2610), *stipulation*.
"stipulations" (785), *stipulations*.

Another fault in the Code is ambiguity:—

1. "Gifts by contract of marriage are subject to this revocation, and so are remuneratory or onerous gifts," etc., (813).
2. "The obligation to return the gifts and legacies made during the marriage, either to the consort who is entitled to succeed, or to the other consort alone," etc., (717).
3. "The ship's warlike stores and provisions," (2555). See fr. "*Les munitions de guerre, les provisions du bâtiment* . . ."

Prolixity likewise occurs:—

1. The words "general and special" before "partners" are useless in 1875, §3.
2. "For nine years or for a shorter term" are useless in 1300, cf. 1299.
3. So are "by their ascendants or other relations, or by strangers" in 829.

4. The lengthy terminal clause of 1275 could be replaced by "unless the contract otherwise stipulates."

The French idiom has led our own version into some defective phrases:—

1. "Moveable effects" (398) in place of "moveable property," or "moveable things," the phrases defined in 397.
2. "Owing to the favor of marriage," (820). Compare "the favor given to contracts of marriage" in 772.
3. "Married women" for the briefer and more characteristic "wives."
4. ". . . The moveable property and the enjoyment of the immoveables possessed by the partners at the date of the contract are also included; but the immoveables themselves are not included," where "but not the immoveables themselves," would be better.
5. The prolixity "general and special" in 1875, §3.
6. The awkwardness of using "general" in 1870.

The sound might often be improved by such changes as:—

1. Altering "if at the time at which they are made they do not confer an indirect advantage (721) to "if they confer no indirect advantage at the time of making;"
2. Finding some other word for one of the "accordings" in 733;
3. Writing "natural death" for death," 1892, §5, taken in conjunction with §6.

The objectionable consequences of not using one uniform phrase throughout for the same thing, appear in places:—

1. "of sound mind," is omitted among the requisites of the witnesses to authentic wills in 844, while contained in 1208.
2. "Extraordinary expenses incurred," 2552, is "extraordinary expenses necessarily incurred" in 2527.

A few of the above defects, it is true, concern only one's literary satisfaction in reading the Code, but the others have a great deal to do with its sense. I enumerate the less with the more important, because, belonging to one aspect, they ought to be reformed together, which I hope some day will be done.