The English courts, therefore, reduce the question to one chiefly of negligence, which everyone knows, and jurisprudence shows to be, a most delicate and unsatisfactory one.

The Court of Cassation, on the other hand, where the contract is entered into in the name of the firm, lay down a clear and sharp line, as they are entitled to do by Art. 22, *Code de Com.*, and make the partners liable not only for the acts of each other within the scope of the ordinary business, but outside as well, only excepting cases of clear fraud on the part of third persons. This does away with all questions of ratification, scope, negligence and many others, and prevents all chance of a firm denying their liability for moneys received and used in their business. It also protects innocent third parties dealing with the firm.

Whatever may be the relative merits of the controversies as to the interpretation of Art. 22 of the *Code de Commerce*, the incident furnishes a splendid example of the utter impossibility of laying down the law in a code as it was intended it should be.

The peculiar interpretation put upon a code article, will often, as in this case, put the law on the point in a much more chaotic state than it ever was before.