

*Essays in Municipal Administration.* By JOHN A. FAIRLIE. (New York: The Macmillan Company. 1908. Pp. 374.)

In an attractive volume Professor Fairlie has brought together a number of essays, nineteen in all, which he has written at different times upon various matters within the general field of municipal administration. The essays fall into three groups, the first relating to problems of organization and the relations of cities to the State. In a second group are placed those which deal with divers civic functions and activities, while a third division of the book includes four interesting essays on city government in various European countries. A short chapter on the methods of instruction in municipal government concludes the volume.

During the last ten years or more Professor Fairlie has been one of the most generous as well as one of the most informing contributors to the literature of municipal administration, and students of this subject will doubtless welcome this volume which places at their disposal, in convenient form, many interesting discussions heretofore scattered about in publications which were not always easy to obtain. Having been written for different audiences the essays vary considerably in scope, in method of presentation, and in the degree of thoroughness with which they undertake to deal with their respective topics. The chapter on Municipal Corporations in the Colonies, for example, embodies quite the most painstaking study which has yet been undertaken in this field, and leaves little more to be said upon the subject. On the other hand the essays which deal with matters of administration in European cities do not profess to be more than the gleanings of a vacation tour, written in an easy vein for the information of newspaper readers. Even these are of very distinct value, nevertheless, as embodying the shrewd observations of one who has been trained to the exercise of an unbiased and scientific judgment on matters of local administration, and who is, moreover, able to bring to bear upon the special problems of Vienna, Milan, or Birmingham, a useful store of general administrative knowledge.

All the essays give evidence of the writer's breadth of view, his passion for accuracy in even the smallest details, and his ability to state his facts logically and his opinions forcibly. Special attention ought to be directed to the chapters on The Relation of Civil Service Reform to Municipal Administration and on American Municipal Councils, in which these qualities of merit most prominently appear. In an age when the cause of municipal reform must needs stand sponsor for much that is written with more zeal than knowledge, the sober, analytical spirit of these essays makes them doubly welcome.

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*The Commerce Clause of the Federal Constitution.* By FREDERICK H. COOKE. (New York: Baker, Voorhis and Co., 1908. Pp. xcii, 302).

In his preface Mr. Cooke laments the lack of unifying principles in the decisions under the commerce clause. "It seems desirable, therefore," he says, "that one at all comprehensively writing on the subject should at least attempt to make a statement of such principles." The carrying out of this aim makes the text an essay on what the law ought to be, rather than a textbook of the law. Of more practical value are the footnotes, which occupy about two-thirds of the main body of the book.

Mr. Cooke presents the following definition of "commerce" in the commerce clause: "Commerce consists in transportation, (not necessarily all transportation, but certainly) including transportation of persons, tangible property, and (at least under certain conditions) of intelligence." The sole merit of this definition is that it emphasizes transportation as an essential element. The definition is poorly expressed, in not clearly including contracts involving transportation, which the author means to include. It would seem, also, that the word transportation must be qualified; for there is no reason to believe that transportation otherwise than in the course of business—as, for instance, driving or motoring across a state line for pleasure—should be included. Moreover, the inclusion of all contracts involving transportation is too broad. This is not merely a fault of expression; it is due to a radically mistaken view on the part of Mr. Cooke. In his opinion, insurance contracts between persons in different States are interstate commerce, if not because commercial intercourse, certainly because involving transportation of the policies. So, also, he criticizes *Williams v. Fears* (179 U. S., 270), in which the business of hiring laborers to be employed beyond the State was held not subject to the commerce clause, although concededly transportation must take place as the result of such contracts. What is the distinction, he asks, between this case and that of a contract of sale of personal property to be transported from one State to another? The answer is, of course, that in *Williams v. Fears*, as in the case of insurance contracts, transportation is purely collateral to the contract; the subject of transportation is not the subject of the contract. Hence, although the transportation of the insurance policies and of the laborers is within the scope of the commerce clause, the contracts of insurance and for the performance of labor are not.

The original package doctrine Mr. Cooke characterizes as anomalous and absurd. "This seems," he says, "about as reasonable as to hold