

WITNESS.

Credibility when Impeached.—There is no positive rule of law which excludes from consideration by a jury the uncorroborated testimony of a witness who admits that he had perjured himself on a former trial. Such a disregard of his oath is enough to justify the belief that he is capable of any amount of falsification (*People v. Knowles*, 15 Mich. 408). But his credibility, under such circumstances, is exclusively for the jury, and there is no rule of law which prevents their giving credit to such a witness, if they in fact do believe him: *Fisher v. The People*, 20 Mich.

NOTICE OF NEW LAW BOOKS.

FIRE INSURANCE.—A Treatise on the Law of Fire Insurance. By HENRY FLANDERS. Philadelphia: Claxton, Remsen & Haffelfinger, 1871.

The above volume fills a gap in the literature of a branch of the law which has long been vacant. Its execution, both by the author and the publishers, is highly creditable. A perusal of the work has satisfied us that Mr. Flanders has maintained in this his last work, the high standard which he had reached as a writer on Maritime Law. Since the Digests have been become so cumbersome they have almost ceased to be manuals for reference. It will require a heavy case to justify a search through the United States Digest. The working lawyer now requires to have his manual at hand in the shape of a text-book on the subject which he wishes to examine. Except in the very incomplete work of Angell on Fire and Life Insurance, he had none in the largely extended field of investigation connected with Fire Insurance, until Mr. Flanders devoted his labors to this subject.

The work is, as all law books to a certain extent must be, necessarily one of compilation. We have looked to see whether Mr. Flanders has faithfully presented in the text the result of the latest decisions both in England and in this country. We find he has done so. His notes contain what notes should do—intelligent *syllabi* of the cases on which he founds the text. We could not ask him to do more than this. The subject is not one which requires elementary treatment or exhaustive criticism. The law of Fire Insurance has grown up with the necessities of the community, with the aid of very little legislation, and has developed, through the common law of a long line of decisions, into a well-understood system. It is embarrassed with little technicality; but there is a constant struggle, on the part of the courts of law, to relieve the insured from the consequences of a contract always drawn up by and in the interests of the underwriter. It is to the credit of the latter that the clauses of a policy are so seldom called into question. Still no one can help seeing how disastrously they might be used to defeat a just claim for a loss. A judge once said that a policy of insurance, with all its conditions annexed, is little more than an honorary undertaking to pay. We think it a subject on which legislation is required, and that a corporation, seeking the insurance business, should be controlled as to the contract which it enters into—at least in the formal conditions of a policy necessary to its enforcement, and in the clauses which will defeat its operation.

The book is one which will necessarily have a large circulation, as the demand for it will not be confined to the profession, but it will find its way into every insurance office. We congratulate the public that the work has been confided to hands so careful as those of Mr. Flanders.