

*Evidence.*

An order for the production in court for analysis by experts and physicians of a specimen of the urine of the plaintiff who has testified that he is suffering from albumen and sugar in the urine as the result of an injury, is held proper, in *Cleveland C. C. & St. L. R. Co. v. Huddleston*, (Ind.) 36 L.R.A. 681; especially when he has voluntarily produced a specimen for his own counsel which has been analyzed by physicians selected by them and proof thereof offered in court.

As the law presumes sanity, it is held, in *State v. Scott* (La.) 36 L.R.A. 721, that an accused person who urges his insanity as a defence has the burden of proving it. The great number of cases on the presumption and burden of proof as to sanity are compiled in the annotation to the case.

*Responsibility.*

Escape of gas from a cracked elbow in a pipe which a gas company puts in, after repeated attempts to repair it and the assurance of its employee that it is all right, is held, in *Richmond Gas Co. v. Baker* (Ind.) 36 L.R.A. 683, to render the gas company liable for the resulting damages, where the persons were lulled by such assurances into a feeling of security, although able to smell the gas.

*Non-navigable Stream.*

The right of the owner of the soil to cut and remove ice from a non-navigable stream is sustained in *Gehlen v. Knorr* (Iowa) 36 L.R.A. 697, even to any extent, for his own use, whether for storage or sale, if it does not thereby appreciably diminish the amount of water that can be used by the lower proprietor, and the construction of a dam to collect and retain the water for this purpose to a reasonable extent is upheld.

*Telephone Company.*

The right of a telephone company to require a telegraph company to place a telephone instrument in its office for use in receiving and transmitting messages on the ground that it has allowed another telephone company to have an instrument there for that purpose is denied, in *People, ex rel. Cairo Teleph. Co. v. Western Union Teleg. Co.* (Ill.) 36 L.R.A. 637, on the ground that the telegraph company cannot be compelled to receive oral messages, and that by waiving its rights in that respect in favor of one company it is not compelled to do so in favor of another.