(Continued from page 313)

Runkle, which was discounted by the Second National Bank and the proceeds paid to Harry G. Runkle.

William Runkle had made a Will appointing William E. R. Smith as his executor and died on January 21st, 1914 before the note fell due.

Harry G. Runkle then attacked the validity of the will, and the matter was fought out in the courts over two years, and finally in July 1916, the will was upheld and letters testementary were granted William E. R. Smith, the Executor named in the will.

In the meantime on April 27, 1914, the note fell due, and in order to hold William Runkle's estate as endorser, it was necessary for the Second National Bank to protest the note and give the proper notice of dishonour, and the note was handed to a Notary Public for that purpose.

The Notary duly presented the note to the Teller of the Second National Bank who informed him that there were "no funds." The Notary then interviewed the assistant cashier who told the Notary that William Runkle was dead, and in answer to an enquiry from the Notary, the assistant cashier further informed him that William E. R. Smith, 20 Broad Street, New York City, was the Executor of Runkle's will, and the Notary then mailed the notice of dishonour to "William Runkle, c/o William E. R. Smith, 20 Broad Street, New York City."

The Second National Bank then sued William E. R. Smith as Executor of the Estate of William Runkle and Smith set up the defence that, under the circumstances, mailing the notice as set out above was not sufficient proof of "Reasonable diligence," that the notice was insufficient, and the endorser therefore discharged of liability.

The New Jersey Court of Appeals held, however, that the information received by the Notary from the assistant cashier, and the sending of the notice as set above, was sufficient evidence of reasonable diligence as required by law, and that the estate was, consequently, liable.

"Where a Notary makes enquiry at the Bank where the paper is payable, and receives information from the cashier as to the residence of the endorser, upon faith of which the Notary addresses the notice of protest, the jury are justified in finding that he has used due diligence," said the New Jersey court.

In another case along the same line the Massachusetts Supreme Court has laid down the same rule in the following words:—

"Where an executor has been named in a will, as he is the person to whom the testator has confided the administration of his estate, such notice may also be properly given, to him, and it may fairly be expected that the benefit be anticipated will be, at least as great as if it were at the last residence or place of business of the testator."

CANCER.

Let it be generally known that chronic irritation of any part of the body, by blows, or pressure, or too hot liquids or food, or tight or heavy clothing, or too much smoking, or by too defective or broken teeth, is the principal cause of cancer, and the number of cases will immediately decrease.

Here is publicity work for life insurance companies.