restriction as a supreme right are in the minority. The modern tendency is to safeguard the public against being defrauded. J. D. F., '32.

CONSTITUTIONAL LAW—SUMMARY ABATEMENT OF NUISANCES—CATTLE DIPPING.—The statute in question provided for a compulsory dipping of cattle infested with tick, to protect them from Texas fever, a contagious disease. The dipping was to be done by a duly authorized inspector, the expense for which was to be paid by the owner. Appellee refused to comply with the order of the officers, stating that she would do the dipping herself. *Held*, the officers had a right to take the cattle, dip them, and hold them until the expense of dipping was paid. *Humphreys v. Tinsley* (Ark. 1930) 25 S. W. 1.

The right to enact laws for the protection of domestic animals and to prevent the spread of contagious diseases is recognized as a valid exercise of the police power of the state. *Railroad Co. v. Husen* (1877) 95 U. S. 465; *Grimes v. Eddy* (1894) 126 Mo. 168, 28 S. W. 756. The regulation for the prevention of Texas fever is an exercise of that right. *Whitaker v. Parsons* (1920) 80 Fla. 352, 86 So. 247.

The holding of cattle for the expense of dipping is not a taking of property without due process of law. *State v. Hall* (1921) 26 Wyo. 260, 190 S. W. 436. It is within the power of the legislature to confer authority upon officers to execute the law and adopt all needful regulations to that end. *State v. Hodges* (1920) 180 N. C. 751, 105 S. E. 417. But the execution of such authority must conform to the requirements of the statutes. *D'Aquilla v. Anderson* (1929) 153 Miss. 549, 120 So. 434.

Because an outbreak of Texas fever would be detrimental to the welfare of the state, it does not appear that the power delegated in the instant case was unreasonable. T. L., '32.

CONTRACTS—CONSIDERATION—PROMISE TO PERFORM PREVIOUS DUTY.—A surety was relieved from liability on a note because an extension of time was given by the payee of the note without the surety's consent. The court, finding that the maker of the note had promised in return to pay off the interest on a deed of trust which he was bound by his contract with a third party to pay, held that this was valid consideration for the extension on the note. *Dickherber v. Trumball* (Mo. App. 1930) 31 S. W. (2d) 234.

It is well settled that for an extension of time to release the surety it must be for a definite period of time, based upon a valuable consideration, and must have been given without the surety's knowledge of consent. *Newkirk v. Hays* (1925) 220 Mo. App. 514, 275 S. W. 964; *People's Bank of Chamois v. Smith* (Mo. App. 1924) 263 S. S. 475; *Citizen's Bank of Union v. Hilkemeyer* (Mo. App. 1929) 12 S. W. (2d) 516. The consideration for such an extension must be a new consideration. *Thornton*

v. Bowie (1916) 123 Ark. 463, 185 S. W. 793; *Am. Bonding Co. of Baltimore v. Kelly* (1916) 172 App. Div. 437, 158 N. Y. S. 812.

The plaintiff in the principal case indirectly derived some benefit from the fulfillment by the defendant of his obligation with the third party since the plaintiff was holding a third deed of trust on this particular land.

As a general rule of law it is well settled that a mere promise to fulfill an existing obligation to the promisee does not supply consideration for a new promise. *Awe v. Gadd* (1917) 179 Iowa 520, 161 N. W. 671; *Mortensen v. Knudson* (1920) 189 Iowa 379, 176 N. W. 892. But when the pre-existing liability is with a third party the courts are split over the question. The great weight of authority in this country holds that it is not. *Devitt v. Stokes* (1917) 174 Ky. 515, 192 S. W. 681; *Vanderbilt v. Schreyer* (1883) 91 N. Y. 392; *Schuler v. Myton* (1892) 48 Kan. 282, 29 Pac. 163. These cases are based on the ground that the promisee is doing only what he is already bound to do by the other contract.

In England such agreements are upheld. *Shadwell v. Shadwell* (1859) 30 L. J. C. P. (N. S.) 145; *Scotson v. Pegg* (1861) 6 H. & N. 295; *Cheichester v. Cobb* (1866) 14 L. T. Rep. (N. S.) 433. And several American jurisdictions are in accord with the English rule. *Humes v. Decatur Land Improvement Co.* (1893) 98 Ala. 461, 473, 13 So. 368; *Donnelly v. Newbolt* (1901) 94 Md. 220, 50 Atl. 513; *Abbott v. Doane* (1895) 163 Mass. 433, 40 N. E. 197. These decisions rest on the ground that the promisee has derived some benefit from the contract with the third party and the promisor has assumed an additional obligation by the second contract. Some courts reason that he has waived his right to rescind the first contract, such a forbearance being implied in the second contract. But this argument is weak, because the law for the sake of practicability must deal with the question on the supposition that the obligation contained in the first contract will continue to bind the parties. Williston advocates a rule of consideration which would be in conformity with definitions given by the courts and which would support such agreements not based exclusively upon detriment to the promisor, but which would allow benefits to the promisee to serve as an alternative. 1 Williston, Contracts (1920 ed.) 287.

While we can see by this case that Missouri has adopted the English ruling, the court has not given the line of reasoning upon which it has rested its decision. C. E., '32.

CORPORATIONS—PREFERRED STOCK DIVIDENDS—CHARTER MUST SPECIFY WHETHER CUMULATIVE.—By statute in Missouri, R. S. Mo. (1919) sec. 10144, whether preferred stock dividends shall be cumulative or not must be indicated in the articles of incorporation. In the case of *Murphy v. Richardson Dry Goods Co.* (Mo. 1930) 31 S. W. (2d) 72, the articles of incorporation provided that the dividends on preferred stock were to be paid "out of the net yearly income in any one year." Immediately after