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Constitutional Law—Summary Abatement of Nuisances—Cattle Dipping

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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 Chamots 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*