quarter-ringing. The same may be said of the striking of the hours in the daytime upon the largest bell. As to the ringing of the large bell by rope and wheel, the evidence satisfies us that this is a very severe and disturbing noise, but this ringing does not appear to have been done habitually. It was not habitually done at the time of the bringing of the suit, and the record affords no ground for the conclusion that the defendants have any purpose of again ringing the large bell in this way. But the striking of the clock at night must, we think, be relegated to the category of useless noises.

"It is not necessary that the hour should be sounded upon a large bell at night. There is no doubt that in the still hours of the night the striking of this bell, particularly at 10, 11 and 12 o'clock, when numerous strokes are delivered, is, in its vicinity, a disturbing noise. No possible sentiment can be ministered to by perpetuating such a noise when people generally are asleep. Because a number of witnesses testified that the striking of the hours at night did not disturb them, it cannot be possible that the law of Missouri is in such a state that one man cannot claim at its hands protection against a useless sound which disturbs his repose because a hundred other men may not in like situation, be disturbed by it. We therefore think that the striking of the hours upon the largest bell between the hours of 9 o'clock p. m. and 7 o'clock a.m., ought to be enjoined.

"This decree will be reversed and the cause will be remanded to the circuit court, with directions to enter a decree that its direction or authority be perpetually enjoined from ringing the bells between the hours of 9 o'clock p. m. and 7 o'clock a. m., so as to disturb the sleep or rest of the plaintiffs or either of them in their respective dwelling houses. In the ordinary course of proceedings the circuit court will not become again possessed of the cause for the purpose of entering and enforcing the decree which we have ordered until the October term. In the meantime the season of the year is upon us when the windows of sleeping rooms in dwelling houses must be kept open, and when the plaintiffs will accordingly suffer the greatest measure of injury from the striking of this bell at night which they suffer at any period of the year. To obviate this we shall enter a restraining order in this court suspending the striking of the bell at night within the hours named until such time as the circuit court shall have again become possessors of the case. It is ordered accordingly. All the judges concur."

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

QUEBEC, Oct. 8, 1884.

Before DORION, C.J., RAMSAY, TESSIER, CROSS and BABY, JJ.

SCOTT (deft. below), Appellant, and THE BANK OF QUEBEC (plff. below), Respondent.

Promissory note—Relation of parties thereto to third party—Novation.

The contract expressed on the face of a negotiable instrument cannot be varied without an express agreement. Knowledge that the parties to a note occupy between themselves a relation different from that expressed on the face of the note, is not sufficient to alter their relations to a third party having such knowledge.

Giving notes for a previous debt does not operate novation, unless the intention be evident.

RAMSAY, J. This is an action by respondent against the maker of a promissory note for $650, at four months, payable to the order of James Shortis, and endorsed by Shortis over to the Bank.

The defendant pleads first that this note was made by him for the accommodation of Shortis—that he never had any value for it, and that Shortis promised him, the defendant, that he would pay it, and that he, defendant, would not be troubled about it. That on the 30th March, 1880, the plaintiff knew this fact. That on the last named day Shortis was indebted to the bank for sundry notes drawn by different parties and endorsed by Shortis, and discounted for his use, to the amount of $39,015, and among them the note now sued upon. That being aware of the agreement between Scott and Shortis, and that Shortis was the person really liable on the note, the Bank, without the knowledge or consent of defendant, took four pro-