

La Cour a maintenu l'action par les motifs suivants :

" Considering that the said lost cheque for \$350 was the property of plaintiff when it was lost and when the defendant, as its maker, stopped the payment thereof prior to the date of action ;

" Considering that the loss of the said cheque has been duly established ;

" Considering that issue of the said cheque made it a negotiable instrument and the suit thereon is an action in a commercial matter ;

Seeing article 1938 et 1939 of the Civil Code ;

Considering that the solvency of the said Avila Raymond and Joseph Lamarche has been duly established to the satisfaction of the Court and they are qualified to be sureties in this matter ;

" Doth declare that defendant's cheque for \$350 dated the 4th of September, 1917, and payable to the order of Ludger Poisson and endorsed and transferred by the said Poisson to plaintiff, has been lost ; Doth grant acte to plaintiff of his offer, as sureties to defendant against all loss or damage that may accrue to him on the loss of the said cheque, of the said Avila Raymond, merchant, of 353 Notre-Dame Street West, and Joseph Lamarche, contractor, residing at 896 Drolet Street, Montreal, and Doth condemn defendant to pay and satisfy to plaintiff the amount of said cheque, to wit, the sum of \$350 with costs. The delay for execution of the judgment hereby pronounced against defendant to run only from and after such security or indemnity shall have been given as aforesaid, by the said Avila Raymond and Joseph Lamarche, or such other surety or sureties as may be given to the satisfaction of the Court or judge.