

such an accusation, when he does so without malice and under the instruction of his client.—JETTÉ, J., 31 JANUARY 1884, *Gauthier vs St. Pierre*. **I. S. C., 52.**

CITATIONS,—*Grellet-Dumazeau*, No 844.—*Dareau*, ch. 3, sec. 4, No 4.—*Denizart*, coll. de *Jurisp. vo Avocats*, Nos 22 et 23.—*Chassan*, *Délits et contraventions de la parole*, No. 136.

See LITIGIOUS RIGHTS.

AFFIDAVIT

See ACTION QUI TAM—CAPIAS—PENAL ACTION.

AGENCY

See PRINCIPAL AND AGENT.

AGENT

See INSURANCE—PRINCIPAL AND AGENT.

AGREEMENT

A vendor who sells a property during the proceedings of expropriation for a public improvement is not *garant* of the purchaser for the share of the cost of the improvement with which the property is charged by an assessment roll subsequent to the date of the sale. And this holds good even where the assessment roll referred to was prepared under the Authority of an Act of the Legislature to take the place of the original assessment roll for the same improvement, made previous to the sale, but which had been declared null by the Courts,—there being nothing in the Act to give a retroactive effect to the new assessment roll, or to reserve to the actual owner of a property any recourse against those from whom he had derived his title after the improvement had been made.

The vendors, by a clause of the deed of sale, relinquished and waived any right to exact interest on the unpaid balance until the net revenues of the company purchaser should be sufficient to pay the annual liabilities of the company for interest, insurance, etc., in connection with a certain loan, after which they would be entitled to receive interest to the extent of 7 p. c. out of the surplus of revenue, according to