

is to be recovered on the coupons. These are in effect documents under seal; the bond under seal covenants for the payment of the coupons, and they partake of the nature of a specialty, and are good for at least 20 years: *The City v. Lamson*, 9 Wall. 477; *City of Lexington v. Butler*, 14 Wall. 282, 297. It would be incongruous to find that the coupons are statute-barred as to the realty part of the undertaking and yet exigible as to the personalty part. The security cannot be thus divided.

Appeal dismissed with costs.

BOYD, C.

NOVEMBER 5TH, 1903.

WEEKLY COURT.

FORBES v. GRIMSBY PUBLIC SCHOOL BOARD.

Public Schools—Purchase of Site and erection of School Building—Funds Provided by Council—Proceeds of old Site and Building—Title to Land Purchased—Expropriation—Agreement with Tenant for Life.

Motion by plaintiff to continue injunction granted by local Judge at St Catharines restraining defendants the corporation of the village of Grimsby from paying over to defendant school board \$12,500 for the purchase of a school site and the erection of a school building thereon, and restraining defendant school board from proceeding with the purchase of a site known as the Kerr property, and restraining defendant Lysit from proceeding with any work in connection with his contract with the board for the erection of a school building, and restraining defendant Vandyke, as chairman of the building committee of the board, from authorizing any further work in connection with the contract.

A. H. Marsh, K.C., and C. H. Pettit, Grimsby, for plaintiff.

G. Lynch-Staunton, K.C., for defendants.

BOYD, C.—In my opinion the injunction should not be continued. *Smith v. Fort William*, 24 O. R. 372, decides that school trustees should not undertake to build in excess of funds provided by the council, and that as a salutary rule which need not be invaded in this case. The school board are not restricted to the debentures voted by the council under sec. 76 of the Public Schools Act, 1901, but may also turn in the