

The mortgage will provide for an insurance to the full insurable value of the buildings when put into a state of repair by the expenditure of the \$900 referred to. The mortgage money when obtained, will be placed in the hands of the Official Guardian, to be applied for the purposes aforesaid; the \$900 to be paid out from time to time upon proper certificates of the contractor, approved by the solicitor for applicant.

In the absence of any special provision in the will or settlement, as here, the life tenant has a right to the full enjoyment of the property, and is not liable for permissive waste: Halsbury's Laws of England, vol. 24, p. 175, par. 333. He is not liable for accidental injury or inevitable accident, as for instance loss by fire or tempest: Halsbury, vol. 18, p. 498, par. 981, and is not bound to insure: Halsbury, vol. 25, p. 614, par. 1084. But there must be insurance as a condition of authorizing this incumbrance upon the property, and to obtain the loan upon favourable terms; and both parties, life tenant and remaindermen, are interested. The insurance premiums, therefore, from time to time will be borne in the proportion of one third by the life tenant and two thirds by those in remainder.

The order will provide that the life tenant is to pay the taxes and interest charges upon the mortgage from time to time as they fall due, and subsequent premiums of insurance, as required, to keep the insurance upon the property in force, and also the amount of taxes now in arrear, and one-third of the initial premium of insurance; these two latter sums to be added together and to be repaid to the mortgagee in three equal annual payments; and as to all the payments provided for in this paragraph if the life tenant makes default in payment of them or any of them for one month after they respectively become due, the order will confer upon the Official Guardian, authority to collect the rents of the premises until sufficient has been collected to make good the payments in default as aforesaid, together with the expenses of collecting the same, and so from time to time as often as defaults shall occur.

As to subsequent premiums above provided for, not included in the mortgage, the life tenant shall have the right to recover from those in remainder or out of the property anything he pays, or which is paid out of rents, beyond his one third-share.