

“in regard to conversations and transactions between her husband and Mary A. Perkins” the plaintiff’s intestate.

Exception overruled.

Grafton, }
April 2, 1940. } No. 3150.

JOHN H. BLANCHARD *v.* MORRIS S. BLAKE & *a.*

Alvin F. Wentworth, for the plaintiff, furnished no brief.

Hazen K. Sturtevant, for the defendants.

Per Curiam. The plaintiff alleges that the defendant has failed to live in the homestead given to him by the above clause in the will but has mortgaged it and the mortgage has been foreclosed, and that he has failed to keep the buildings in repair. The question is whether the words “to keep always for a home and in good repair” accompanying the above bequest operate to work its forfeiture under the situation alleged. In our opinion the words themselves, their context, and the fact that there is no specific disposition of the property in case of forfeiture (*Ruel v. Hardy*, 90 N. H. 240), all indicate that the words above quoted were intended to be of request and not of command, to be precatory not mandatory. It follows that the defendant’s devise is of a fee simple absolute and that the acts which he is alleged to have done in relation to the property bequeathed do not operate to forfeit the gift.

Case discharged.