

1879-16

Saunderston County - Chancery

Sledge, Lucy ^{et al} vs Sledge, B.O. admr.

To said Estate

Lucy Sledge,

O. H. Sledge &

Alice Sledge

James A. Sledge &

Jenny Sledge

aphelia Sledge

Mollie Sledge

B. O. Sledge, Admr. Est

Stirling Sledge, decd

40

39

Sledge

v }

Papers

Sledges armor

1879 Nov. Dismissed

To the Hon. Esq. Baron Judge of the Circuit
Court for the County of Southampton.

In Chancery.

Humbly complaining, sheweth unto
your Honor, your Complainants, Lucy
Sledge, widow of Sterling Sledge deceased,
P. H. Jacy & Alice, his wife, formerly Sledge,
James A. Sledge & Mary, his wife,
Ophelia & Mollie Sledge, the last two
infants, under 21, by James A. Sledge,
their next friends, that during the year
1873, Sterling Sledge departed this life,
after having made & published his last
will & testament, which was duly
admitted to probate at the Term of
the County Court of Southampton 1873, and
no one being named Exor therein,
a administration with the will annexed
was granted to G. O. Sledge, a son of the
said Sterling Sledge - all of which will
more fully appear from Copies of the will,
order of probate & administration, herewith
which 1203 filed, (marked 1, 2 & 3) & prayed to be taken
as parts of this bill. - Your Complainants
further shew that the said G. O. Sledge by
virtue of his qualification, has possessed
himself of all the personal property, of
which his testator died possessed, which

was considerable, and is going on to control the same without paying due regard to the provisions of the will of Sterling Sledge decd.. That your complainants & S. O. Sledge are the devisees heirs of said Sterling Sledge - that James A. Sledge intermarried with Fanny Sledge, who was a daughter of Sterling Sledge, & P. H. Dwyer intermarried with Alice Sledge who was also daughter of S. Sledge decd. Your complainants further show that, by Item 2nd of Sterling Sledge's will, he desires his whole estate to be kept together as it now is, as long as his wife shall remain a widow, & that she shall receive a support from the whole family; that "no where in said will does the said Sledge designate or intimate who shall keep his estate together.. That there are two unmarried daughters of the said Sledge living with their mother, & that S. O. Sledge the Adm^r with the will annexed & his wife are also living with their mother..

That since the death of the said Sledge, Alice Sledge, his daughter has intermarried with P. H. Dwyer & removed from the premises.. That by Item 4 of S. Sledge's will, he bequeaths to his daughters Alice & Sophia, during their natural lives, certain real estate, more particularly described in said will, but does not will that they shall enter upon said land until five years

from 1871. That nowhere in said will does
the testator say how his married or unmarried
children shall receive their support. That
Alice having married, an actual dispute
has arisen between her & the Adm^r,
with the will annexed as to her support;
she contending that she is as much
entitled to a share in profits of the farm,
as the Adm^r, who is son of S. Sledge
decd, ~~who~~ is also married & living upon
the premises of the testator. That Mollie
Sledge, is still very young, ~~and~~ has received
no education, and desires to be sent
to school, but from the will of said Sledge,
it is left in great doubt, from what
source, funds can be properly applied
to defray such an expense. That
Sterling Sledge, at the time of his death
was seized of large & valuable real
estate, and has loaned to Mollie during
her natural life, the place called
Pumpkin. That by Items 7 & 8, of said
will, the testator wills that one Geo M. Husher
& H. L. Harrison may live upon the portions
of his real estate devised to Alice, Ophelia
& Mollie for long periods of time, viz. that
G. M. Husher shall live upon land devised to
Alice & Ophelia for five years after 1871. and

N. L. Harrison shall live upon land devised to Mollie, until she attains 21 or marries, and charges both parties certain rents; but no where in said will does testator designate who is to receive said rents, or who is to rent out said lands, in the event the said tenants refuse to live upon them. That by Item 3 of said will, testator devises certain real Estate to his son Otho, & gives him certain personal property; and that by virtue of said item, the said Otho, who is also Administrator, has taken possession of the personal bequests, & claims that he is entitled to the control at present of the real Estate devised him-- which your complainants deny.

That by Item 6th of said will, testator devises after the land he bought of J. B. Thorp is paid for, that his estate shall pay to J. A. Hedge wife of J. A. Hedge, fifty dollars per year for ten years-- but no where in his will does he designate who is to pay this amt, nor how it is to be raised. That by Item 9 of said will, testator wills that at death of Mollie of his wife, all of his estate not disposed of, shall be equally divided among his children;

That by virtue of these provisions, much uncertainty & doubt, have arisen among the devisees & children as to their respective rights & duties under said will-- That the widow of said testator has not renounced the said will--

In tender consideration of all which, and
 inasmuch as your Complainants are
 left without remedy in the premises,
 save in a Court of Equity, where matters
 of this kind are properly cognizable, to the
 end therefore that justice may be fully
 done all parties, your Complainants pray
 that G. O. Sledge, both in his own right & as
 Adm^r with the will annexed of Sterling Sledge
 dec^d, may be made a party defendant to
 this bill & compelled to answer the allegations
 thereof; that your Honor will say what are
 the respective rights of all parties under the
 will of Sterling Sledge dec^d, and especially
 define the duties of the Adm^r with the will
 annexed; and that your Honor will construe
 the whole will of said Sledge, especially as
 regards the points presented in this bill &
 as to any others that may be necessary
 & proper - and that your Honor will grant
 such other further & general relief as
 to Equity may seem meet & the nature of
 this case may require - And as in duty
 bound your Complainants will ever pray.
 May it please the Court &c.

I B. Rance f. c.

1842

Sledge's widow & others

vs $\frac{1}{2}$ Bill & Exhibit.

Sledge's Admrs. &c.

1843 Oct. Rules

J. P. Prince &c.

Sledge }
Duns Chy.

Sledges adm
1873 October Rules

of Acknowledged legal services of within
H. O. Sledge

The Commonwealth of Virginia

To the Sheriff of Southampton County--Greeting:

WE COMMAND YOU to summon

*G. O. Sledge admor with the Will annexed
of Sterling Sledge dec^d*

if *he* be found within your bailiwick, to appear at the Clerk's Office of our *Circuit* —
Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in

*October next to answer a bill in Chancery exhibited against him in our said
Court by Lucy Sledge P. H. Ivey & Alice his wife formerly Sledge James &
Sledge & Ginny his wife Ophelia & Mollie Sledge the last two infants
under the twenty one years by James M. Sledge their next friend*

And have then there this writ. Witness LITTLETON R. EDWARDS, Clerk of our said Court, at the
Court-house, this *4th* day of *September* A. D. 187*3*, in the *98th*
year of the Commonwealth.

L. R. Edwards Clk

COURTS:
Southampton, Sussex
—AND—
GREENSVILLE.

Law Office of J. B. PRINCE,

Jerusalem, Va. Nov 9th 1875.

Judge Geo Blow.

Dear Sir—

Enclosed find my note
on construction of Denting Sledge's will -
I drew a decree in accordance with
my conclusions - as stated on p. 13 & 14 -
about which you wanted to take time to
consider - I trust you will be ready to make
the order at your next term here -
What was the matter with my decree
sent here - in which you did not endorse
the decree?

Very truly yours,

J. B. Prince

Hedges &
 to } Stat. Rules
 Hedges now

In Southampton Circuit Court.

Lucy Sledge, widow of Sterling Sledge dec'd P. M. Sney & Alice his wife,
formerly Sledge, James A Sledge & Emily his wife, Ophelia & Mollie
Sledge, the last two infants by James A Sledge their next friend

against
Geo. O. Sledge both in his own right & as admor. with the will annexed of
Sterling Sledge dec'd

1873. Sep 4. Summons issued

" Oct. 18. Summons Ret'd Executed - Bill filed. D. Nisi & Dft.

" Nov. " Bill taken for Confessed & Cause set for hearing &c

1876 Nov 5 - Decree & Copies

1877 Nov Dismissed

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Sledge Widow m.
in $\frac{1}{3}$ Decree.
Sledge Adm.

~~From~~ ~~from~~ ~~1896~~
Nov Term 1896
To be entered.

Geo B. Coe

Sledge, widow & others,
vs $\frac{3}{4}$ Deene.

Sledge's Adm'r -

This day this Cause came on to be heard on the bill of the Complainants which has been taken for confessed as to the defendant, & exhibits filed therewith, and was argued by Counsel. On consideration whereof, the Court, construing the true intention & meaning of the last will and testament of Sterling Sledge decd, so far as that meaning & intention is asked for by the bill of the Complainants, both advise order & decree, that the following is the true construction of said will to-wit. The Court is of opinion

(1st) That the Administrator with the will annexed of Sterling Sledge is the person who is to keep his Estate, personal & real together - giving proper bond -

(2nd) That the Administrator with the will annexed is to keep the whole of said Estate, personal & real, (except what is given to Fanny Sledge, wife of J. A. Sledge, and the bequest of personal property, in present to Otho Sledge) under his control & management, subject to the tenancies of Geo M. Hughes & N. L. Harriman, from whom he is to receive the rents that fall due during the widowhood of Sterling Sledge's widow

and also the rents that fall due the
Year of her widowhood's being terminated
or so much thereof as shall be necessary
towards paying for the land formerly
belonging to E.B. Thorp, ~~after appropriating~~
~~to the same purpose a due proportion of~~
~~what is made the same year on the~~
~~rest of the estate.~~

(3rd). That the Admr with the will annexed
may employ the necessary assistance
for immediate superintendence of the
different farms at the expense of the
Estate; or if he should render that
superintendence himself, he shall
be allowed, as a legitimate charge,
against the estate, a reasonable
compensation therefor. x

(4th). That the Admr with the will annexed
shall furnish to the widow of the
said Sterling Sledge, during her widow-
hood, and to her unmarried children
living with her, ^{the net income of the}
~~farm upon which the testator resided~~
~~support that they received in the life-~~
~~time of his testator, if the income is~~
~~sufficient for the purpose, due regard~~
~~being had to the payment of expenses of~~
~~administration, taxes and debts.~~

(5th) That should either of the tenants, Geo:

M. Husher or N. L. Harrison refuse to occupy the premises, indicated by the testator's will, upon the terms thereby imposed, it shall be his duty to rent or dispose of the same upon such terms as he may think most advantageous for the interests of all parties concerned; except that he shall make no lease or disposition of the same for more than one year continuously.

(6th) That when the widow of the testator dies or is married, the Estate shall cease, at the end of that year to be kept together, and then the devisees shall have their lands (subject to such rights as Geo. M. Husher & N. L. Harrison may still have or to such rights as any other tenant may have, under the powers conferred by the fifth clause of this order -) and then the residuary Estate, remaining after payment of all debts and charges and after providing out of the same for all installments then unpaid of the annuity to J. W. Sledge, shall be divided equally among the testator's five children, if all of them be then living; but should any of them die before that time leaving children, their children are to take per stirpes;

Sledge's Widow D^e.

in 3 Dece

Sledge's Adm^r.

May Term 1876

To be entered.

Geo. B. Wood

I consent to this
order.

J. B. Parice att^y
for Def^t.

Sledge's Widow &c.

vs $\frac{3}{4}$ Decease..

Sledge's Admrs.

On motion of the Complainants and
by Consent of the Defendant, it is ordered
that a decree in vacation may be
entered in this Cause..

Sledge

as 3 Decree

Sledge Adver. 4.

Nov Term 1879

To be ruled.

Geo. V. Snow,
—

Sledge
as $\frac{3}{4}$ deceased.

Sledge in Adm. 9.

Nothing further appearing
necessary to be done in this case,
it is ordered to be removed from
the docket.