

DR. JAMES McINTOSH
WILL AND CODICIL

Recorded in Will Book No.6, pp. 266-270, Newberry County South
Carolina.

Transcribed by Jouett Taylor Prisley, 1992

The State of South Carolina
County of Newberry

I, James McIntosh, of said County and State, being of sound and disposing mind and memory do make, ordain, publish and declare the following as and for my last will and testament to take effect at my death.

ITEM I. I hereby revoke any and all wills including any codicil heretofore made by me.

ITEM II. I nominate, constitute and appoint my son, James H. McIntosh, and my friend, Frank L. Bynum, Executors of this my last will and testament, and direct them to pay all my just debts as soon as practicable after my death.

ITEM III. I have heretofore given my wife, Sarah B. McIntosh, all my household and kitchen furniture, some stocks, and some real estate, and I hereby confirm said gifts.

ITEM IV. In case I should die before the opening of Winthrop College for its collegiate year 1918-1919, or during said year, I will and direct that my Executors pay the expenses of my daughter, Margaret Louisa McIntosh, in said College, for that collegiate year or so much thereof as I may not have paid already. My Executors are directed to pay these expenses out of any available moneys of my estate and if ready money for this purpose is not available to raise it by the sale of some of my stocks. I direct that my daughter be not required to account for the money so expended for her in the settlement of my estate.

ITEM V. I will, and direct that my Executors set apart the sum of One Thousand Dollars, to be expended in the education of my son, Murray Lucas McIntosh. I direct that my son be not required to account for this money in the settlement of my estate.

ITEM VI. I give, devise and bequeath the sum of Ten Thousand Dollars, to my wife, Sarah B. McIntosh.

ITEM VII. I give, devise and bequeath to my son, James H. McIntosh, the sum of Five Thousand Dollars.

ITEM VIII. I give, devise and bequeath to my daughter, Margaret Louisa McIntosh, the sum of Five Thousand Dollars.

ITEM IX. I give, devise and bequeath to my son, Murray Lucas McIntosh, the sum of Five Thousand Dollars.

ITEM X. I give, devise and bequeath all the rest and residue of my estate of whatsoever kind to my wife, Sarah B. McIntosh, and my four children, Mrs. Martha H. Buell, James H. McIntosh, Margaret Louisa McIntosh, Murray Lucas McIntosh, and the children of my deceased son, Francis B. McIntosh, share and share alike, - the children of Francis B. McIntosh taking among themselves one share of one-sixth of said residue.

ITEM XI. Should any of my said children die before I do, I direct that the share which such child would have taken under Item X of this will, if living at my death, go to and vest in the child or children of such deceased child, and should any of my said children die before I do leaving no child or children, I direct that the share which such child would have taken under Item X of this will shall be equally divided between the survivors of the legatees and devisees named in Item X in the manner therein directed.

ITEM XII. The provision made in this will for my wife, Sarah B. McIntosh, shall be taken in lieu and bar of her dower in any and all real property or landed estates that I may own at my death in the States of South Carolina and Florida, and elsewhere.

ITEM XIII. The legacy herein provided for my daughter, Margaret Louisa McIntosh, in Item VIII of this my will is to be turned over by my Executors to my friend, Frank L. Bynum, as Trustee, to be held by him in special trust and confidence upon the following trusts, limitations and conditions, to-wit: that is to say, said Frank L. Bynum, as Trustee as aforesaid, is authorized to expend the income that may be derived from said fund, and as much as One Thousand Dollars of the principal of said fund should the said Trustee deem it necessary to do so in the support and education of my said daughter, until she attains the age of twenty-one years at which time whatever is left of said fund is to be turned over to my said daughter by said Trustee; but should my daughter die before attaining the age of twenty-one years survived by a child or children the remainder of such fund is to go to such child or children share and share alike and is to be turned over to the Guardian of such child or children by said Trustee; but should my daughter die before attaining the age of twenty-one years

without being survived by a child or children, then and in that event the remainder of said legacy is to go to my wife Sarah B. McIntosh, and sons, James H. McIntosh and Murray Lucas McIntosh.

ITEM XIV. The legacy herein provided for my son, Murray Lucas McIntosh, in Item IX of this my will is to be turned over by my Executors to my friend, Frank L. Bynum, as Trustee, to be held by him in special trust and confidence, to-wit: that is to say, the said Frank L. Bynum, as Trustee as aforesaid, is authorized to expend the income that may be derived from said fund, and as much as One Thousand Dollars of the principal of said fund, should the said Trustee deem it necessary to do so in the support and education of my said son, Murray Lucas McIntosh, until he attains the age of twenty-one years at which time whatever is left of said fund is to be turned over to my said son by said Trustee; but should my son die before attaining the age of twenty-one years survived by a child or children, the remainder of such fund is to go to such child or children, share and share alike, and is to be turned over to the Guardian of such child or children by said Trustee; but should my son die before attaining the age of twenty-one years without being survived by a child or children then and in that event the remainder of said legacy is to go to my wife, Sarah B. McIntosh, my son, James H. McIntosh, and my daughter, Margaret Louisa McIntosh.

ITEM XV. I give to my said Executors hereinbefore named full power and authority to sell my personal property and my real property wherever the same may be situated at public or private sale, with or without advertisement and upon such terms as they may deem best.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal this 1st day of August A.D. 1918.

Signed: James McIntosh

Codicil

On the 6th day of February 1919, James McIntosh signed a one-page codicil which stated, in abstract from the legalese, that the Executors named in last will and testament pay over to the wife Sarah B. McIntosh all money on hand at his death after first paying any expenses of last illness and burial, plus all the net income derived from the whole estate for twelve months from and after his death, expressly for the "support and maintenance" of wife, daughter and son.

James McIntosh died three weeks after the codicil was written.

NOTES by Jouett Taylor Prisley: Sarah B. McIntosh was Dr. James's second wife. Children named Margaret Louise and Murray were by this second wife. His youngest child of the first wife, Edward Lachlan, had predeceased Dr. James by 13 years, leaving no children.

In appraisal of the estate two months after his death, g-grandfather McIntosh's estate was shown to include \$31,060 in stocks in Mollohan Manufacturing, Oakland Cotton Mills, the Exchange Bank of Newberry, Newberry Cotton Mills and Piedmont Manufacturing. By 1924 his land in Florida was sold.

Accounts on file show that children of the first and second wives received approximately \$6,800 each, plus the funds as specified for Margaret and Murray's education. The three children of his deceased son, Francis Bernard, each received a third of that amount, meaning that Elizabeth (Lehr) and Sarah, adults, and Polly, a minor, received \$2,270.29 each. Their father had died by suicide due to financial crisis three years prior to Dr. James McIntosh's death. Inherited funds, though "a drop in the bucket", were bound to have been critical to the continuing support of Grandmother Nina McIntosh and her three daughters.