

ALEXANDER KENNEDY

IN THE NAME OF GOD, AMEN.

I Alexander Kennedy sen^r of the State of South Carolina, and District of Fairfield, being weak in body; but of perfect mind and memory, (thanks be to Almighty God for the) do make and constitute this my last Will and Testament, in the manner following Viz.

- First. I commit my soul into the hands of Almighty God who gave it, and my body to the silent grave, to be buried after the manner of a decent Christian burial, desiring that my Executors do furnish decent Head and Foot stones for mine, my beloved wife's, and Son Arthur's Graves, out of my Estate.
2. I give and bequeath unto my son James Kennedy anegro girl named Hester, with all her future increase. Also two tracts of Land, One containing fifty-six acres, lying in said District, on Persimmon Forke, waters of Cedar Creek, binding on lands of William Kirkland dece.^d Waters, and Tho^s Howel.-The other on waters of Crane Creek, containing fifty acres more or less, binding on Solomon Knippert's land.
3. I give and bequeath unto my son Henry Kennedy, a negro woman named Affa, and her boy child Jack.
4. I give and bequeath unto my son John Kennedy, anegro girl named Fanny.
5. I give and bequeath unto Alexander Kennedy my son, a negro girl named Maria.-Also, one hundred and thirty seven acres of land, Situate on the waters of Cedar Creek, binding on lands belonging to the Estate of John Refs sen^r dece.^d
6. I give and bequeath unto my son William Kennedy, anegro boy named Charles, and a girl named Susy.
7. I give and bequeath unto my son Robert Kennedy, anegro woman named Phebey and her son Joe.
8. I give and bequeath unto my son Sam^l W. Kennedy, anegro girl named Choley, and a boy named Lewis.
9. I give and bequeath unto my sons, John, William, Robert and Sam^l W. Kennedy, Twelve hundred and forty-seven acres of Land, Situate on waters of Rice Creek, Crane Creek and Cedar Creek which lands, or the nett proceeds of the sales thereof,

The first part of the document discusses the general principles of the law of contract, which are based on the idea of voluntary exchange between parties. It is essential that the parties have the legal capacity to enter into a contract, and that the contract is entered into voluntarily, without any duress or undue influence. The contract must also be for a legal purpose, and the terms of the contract must be sufficiently certain to be enforceable.

The second part of the document deals with the formation of a contract, which requires an offer and an acceptance. The offer must be made by a party who has the legal capacity to do so, and it must be made to a specific person or to a defined class of persons. The acceptance must be made by the person to whom the offer is made, and it must be made in a timely manner. The contract is formed at the moment when the offer is accepted.

The third part of the document discusses the performance of a contract. The parties to a contract are bound to perform their obligations under the contract, and failure to do so may result in a breach of contract. A breach of contract may be either a total breach or a partial breach, and the remedies available for a breach of contract depend on the nature of the breach.

The fourth part of the document deals with the discharge of a contract. A contract may be discharged in a number of ways, including by agreement between the parties, by operation of law, or by frustration. Discharge of a contract releases the parties from their obligations under the contract.

The fifth part of the document discusses the assignment of a contract. A party to a contract may assign its rights or obligations under the contract to another party, provided that the assignment does not materially alter the nature of the contract. The assignee of a contract is bound to perform the contract as if it were the original party to the contract.

The sixth part of the document deals with the rescission of a contract. A contract may be rescinded if it is found to be void or voidable. Rescission of a contract releases the parties from their obligations under the contract, and the parties are restored to their original positions.

The seventh part of the document discusses the remedies available for a breach of contract. The remedies available for a breach of contract include specific performance, damages, and restitution. Specific performance is an order of the court requiring the party in breach to perform its obligations under the contract. Damages are a monetary award made to the party in breach to compensate for the loss suffered as a result of the breach. Restitution is an order of the court requiring the party in breach to return to the other party the value of the goods or services received under the contract.

The eighth part of the document deals with the assignment of a contract. A party to a contract may assign its rights or obligations under the contract to another party, provided that the assignment does not materially alter the nature of the contract. The assignee of a contract is bound to perform the contract as if it were the original party to the contract.

The ninth part of the document discusses the rescission of a contract. A contract may be rescinded if it is found to be void or voidable. Rescission of a contract releases the parties from their obligations under the contract, and the parties are restored to their original positions.

The tenth part of the document deals with the remedies available for a breach of contract. The remedies available for a breach of contract include specific performance, damages, and restitution. Specific performance is an order of the court requiring the party in breach to perform its obligations under the contract. Damages are a monetary award made to the party in breach to compensate for the loss suffered as a result of the breach. Restitution is an order of the court requiring the party in breach to return to the other party the value of the goods or services received under the contract.

WILL OF

ALEXANDER KENNEDY

to be equally divided between them.

10. I desire that whichever of my children, my old negro woman / **Betty** chooses to live with, shall be her right owner.

11. I give and bequeath unto my daughter Jane Craig, a negro girl named **Becca**, to be held by the said Jane and the lawful Heirs of her body forever.

12. It is my will and desire, that my negro man **Tom**, & woman **Amy**, together with all my Stock Plantation tools, House and Kitchen furniture, and in short every other article of which I am or may be possessed, not otherwise bequeathed, be sold after my decease, and that the following Legacies be paid by my Executors, out of the moneys arising from such Sale, to the following persons, being my Grand-Children. Viz: To Alexander Craig, son of Robert W. Craig & Mary his wife, Five hundred dollars.

To Alexander Kennedy son of William Kennedy, One hundred dollars.

To Alexander Kennedy, son of John Kennedy, One hundred dollars. For the Tuition of Osburn and James Kennedy sons of Henry Kennedy Fifty dollars each.

And the residue of said moneys to be equally divided between all my children.

13. I give and bequeath unto seven of my children Viz. John, William, Robert, Henry, Alexander, Sam^l and Jane, the moneys arising from four Notes of Five hundred and seventy six dollars three and three fourth cents, due me by Robert W. Craig, each note to be equally divided between said Children as it becomes due.

14. I give and bequeath unto my Grandson, Arthur Kennedy, son of Alexander, a negro boy named **Anthony**.

15. I give and bequeath unto my Grandson Arthur Kennedy Craig, son of Robert & Mary Craig, a negro boy named **Frank**.

Lastly. I constitute and appoint my friend John Rosborough and my two sons, James and Alexander Kennedy, Executors of this my Last will and Testament, hereby revoking all other and former, Wills and Testaments, by me heretofore made. In

WILL OF

ALEXANDER KENNEDY

testimony whereof I hereto set my hand and affix my Seal,
this Tenth day of August A. D. One thousand eight hundred
and twenty four. Signed, Sealed, published and declared as
and for the last Will and Testament of the above named
Alex.^r Kennedy sen.^r in presence of us

J. H^r Taylor

M Telfoard

M.,A, Wilson

Alex.^r Kennedy



Proved (unknown)

..... (unknown)

Recorded in book 10

Page 108

July 19, 1827

Apt. 55 File 849