



HENRY McMASTER  
ATTORNEY GENERAL

July 7, 2009

The Honorable Charlie Fulton  
Mayor, Town of Lane  
Post Office Box 39  
Lane, South Carolina 29564

Dear Mayor Fulton:

We understand you desire advice from this Office “concerning the correct configuration of the Lane Town Limits Line for jurisdiction and ad valorem taxation purposes.” In your letter, you provided the following information:

It has been assumed in past years that the town limits of Lane was a circle. Approximately twelve years ago, former Mayor William Wheeler obtained a copy (attached) of the town charter. Since that time the S.C. Department of Transportation has corrected the highway map (attached) of the town.

#### **Law/Analysis**

Included with your request, you provided us with a copy of the Town of Lane’s (the “Town’s”) charter signed by the South Carolina Secretary of State on September 17, 1912. The charter describes the corporate limits of the town to be “from public crossing in front of residence of W.R. Holliday running one mile North, one mile East one mile South one mile West.” Thus, the charter indicates the Town’s limits form a square.<sup>1</sup> However, you state that residents of the Town assumed that the town’s limits formed a circle until a copy of the Town’s charter was obtained by its former mayor.

<sup>1</sup>See State v. Rainey, 28 S.E. 366 (N.C. 1897).

Initially, we would presume the boundaries set forth in the Town's charter are controlling for purposes of establishing the Town's boundaries. However, you indicate that residents of the Town have been under the impression that the Town's boundaries form a circle and therefore, are different than the boundaries described in the charter. Other jurisdictions recognize a theory that a long period of acquiescence by a municipality and its residents may be used to establish a boundary different than the municipality's legal boundary. 2 McQuillin Mun. Corp. § 7:9.

In State v. City of Columbia, 27 S.C. 137, 3 S.E. 55 (1887), the South Carolina Supreme Court considered a dispute involving the boundaries of the City of Columbia and whether the Congaree River served as the City's western boundary for purposes of taxation of a bridge crossing the river. The circuit court judge concluded that the river served as the western boundary relying on evidence that the city and its residence treated the river as the boundary. Id. at 149, 3 S.E. at 60. The Court recognized the doctrine of acquiescence for the establishment of municipal boundaries. Id. The Court stated: "where the boundaries are vague and indefinite, the practical interpretation which had been given by the citizens of the disputed territory, in exercising municipal privileges, such as voting, etc., may be adopted by the court, and that boundaries may be defined by long use, confirmed by legislative recognition . . . ." Id. The Court considered the fact that "[i]t does not appear whether the city authorities ever before attempted to levy a tax on the bridge, or ever attempted to exercise, or declined to exercise, any municipal authority beyond the eastern bank of the river . . . ." Id. However, the Court made clear that

even if they had omitted for many years to levy any tax on the bridge, that would not, of itself, justify the inference that the city authorities recognized it as being outside of the city limits; for certainly the bare fact that a certain piece of property has, for many years, escaped taxation, is not sufficient to show that it is not within the city boundaries.

Id. In addition, the Court specified that the "this doctrine of acquiescence only applies in cases where the boundaries are vague and indefinite, and can have no application where the boundaries are well defined, or are capable of being designated with mathematical certainty . . . ." Id. at 149-150, 3 S.E. at 60.

Under the circumstances presented in your letter, the boundaries are specified in the Town's charter. We assume that the boundaries as set forth in the charter are capable of being designed because the map created by the South Carolina Department of Transportation appears to reflect the boundaries as described in the charter. Thus, even though members of the Town and presumably the Town itself considered its boundaries to be something different than the boundaries described in the charter, because the boundaries do not appear to be vague or indefinite, we do not believe a

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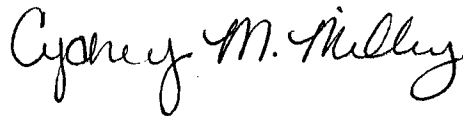
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court would apply the doctrine of acquiescence. Accordingly, we believe the boundaries set forth in the Town's charter control.

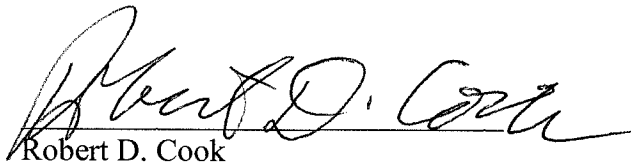
Very truly yours,

Henry McMaster  
Attorney General

A handwritten signature in cursive script, reading "Cydney M. Milling".

By: Cydney M. Milling  
Assistant Attorney General

REVIEWED AND APPROVED BY:

A handwritten signature in cursive script, reading "Robert D. Cook".

Robert D. Cook  
Deputy Attorney General