

1984 WL 249839 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

March 8, 1984

*1 Honorable T. Ed Garrison
Senator
412 Gressette Building
Columbia, South Carolina 29202

Dear Senator Garrison:

You have requested information or an opinion as to the ownership of the property known as Pendleton Square in Pendleton, South Carolina. From a research report prepared by the Department of Archives and History which you have enclosed, it appears that the deed, dated around 1828, to the Farmers Society, which is presently in possession of the Square, conveyed 'the courthouse in Pendleton Village together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any wise incident or appertaining . . .'

The Farmers Society apparently took possession of the Square shortly thereafter. The Square contained both an old courthouse and a new courthouse, on which construction had progressed no further than the laying of the foundation. The Society completed the courthouse in about 1843 and has apparently used it ever since as a meeting house. Apparently another individual bought the old courthouse from the Farmers Society and moved it off the Square.

The questions which have been raised concerning this matter are (a) whether the General Assembly intended to sell the old courthouse, the partially finished new courthouse, or both, and (b) whether the public square underlying the two courthouses was included as part of the transaction. If the lands did pass with the sale, it is probably immaterial whether only one or both of the courthouses were sold, because the land at that time was regarded as a single tract.

In 23 Am.Jur.2d Deeds, § 68, the following rule is stated:

A conveyance of a building without mention of land operates to pass title to land on which the building stands, and lands adjacent to the building may pass where the circumstances show that the grantor must have intended to convey it.

Such a deed of a building 'includes adjacent land of the grantor which is used with the building as necessary to its proper occupancy for the purpose for which it was intended.' [Black v. Irvin](#), 176 N.E.2d 142 (Ind.App. 1961). See also, [Ansin v. Taylor](#), 159 N.E. 513 (Mass. 1928).

The use of the word 'appurtenances' in the transaction also lends support to this reading because that word, when used in a deed conveying a building, means the land which is part of the property. [Ammidown v. Ball](#), 90 Mass. 293.

For the foregoing reasons, it is the opinion of this office that the conveyance in question passed title to the Pendleton Square. In addition, even if for some reason the land did not technically pass with the deed to the building, the Society has long held the land, and this adverse possession, which is permitted against the State under § 15-3-310, would probably confirm the title of the Society to the Square.

This office generally does not do independent title research or attempt to resolve disputed factual questions as to title. The above legal conclusions are based on the facts stated and assumed herein, which are derived from information supplied us.

Sincerely yours,

*2 Kenneth P. Woodington
Senior Assistant Attorney General

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