

1974 WL 27206 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

January 14, 1974

**\*1 RE: No. 2—Aeronautics**

Honorable John Hamilton  
Director  
South Carolina Aeronautics Commission  
P. O. Box 1769  
Columbia, South Carolina

Dear Mr. Hamilton

You have requested that we advise you as to whether or not the South Carolina Aeronautics Commission possesses the authority to lease airports and landing fields in this State. Section 2-102 of the South Carolina Code of Laws expressly confers such authority upon the Commission. Viz.

The South Carolina Aeronautics Commission and the municipalities, counties and other political subdivisions of this State may, separately or jointly, acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate and police airports and landing fields for the use of aircraft, either within or without the geographical limits of such municipalities, counties and other political subdivisions and may use for such purpose or purposes any available property owned or controlled by the Commission or such municipalities, counties or other political subdivisions; but no county shall exercise the authority hereby conferred outside of its geographical limits except in an adjoining county and this only jointly with such adjoining county.

You also ask that we advise you as to whether or not the Commission may terminate its lease agreement with Lakeview Aviation, Inc. That lease agreement, which is dated December 1, 1971, expressly states that it is to expire on November 30, 1976, 'unless sooner terminated as' therein provided. See Lease Agreement ¶ 1, December 1, 1971. Paragraph 7 thereof sets forth six grounds which the lessor, the Aeronautics Commission, may use as a basis for termination of its lease with Lakeview. See Ibid. ¶ 7. Whether there exists or not any factual situation which would justify cancellation by the Aeronautics Commission of its lease with Lakeview Aviation, we, of course, do not know. It may well be, however, that an investigation by you will reveal a basis for termination of that agreement.

The material which you forwarded to us is enclosed. See Lease Agreement January 1, 1974; Lease Agreement, December 1, 1971.

Kind regards,

C. Tolbert Goolsby, Jr.  
Deputy Attorney General

1974 WL 27206 (S.C.A.G.)

---

End of Document

© 2018 Thomson Reuters. No claim to original U.S. Government Works.