

1975 WL 29343 (S.C.A.G.)
Office of the Attorney General
State of South Carolina
December 31, 1975

*1 William R. Jennings
Director
Division of Planning
S. C. Department of Parks, Recreation and Tourism
Suite 113
Edgar A. Brown Building
1205 Pendleton Street
Columbia, SC 29201

Dear Mr. Jennings:

Elizabeth Crum is on vacation and before she left, she referred your letter of December 19th for an answer. On its face it appears that a valid contract for the sale of property in question exists between your department and the realtor as agent. The form is a standard contract for the sale of land.

The question arises as to whether or not PRT should perform. That depends to some extent upon your judgment as to the marketability of the property. If it may be readily resold, I would suggest you simply advise the realtor that you do not want it. Even if he decides to push for damages (he probably will not), he is under a duty to resell the property thereby minimizing damages.

Finally I am assuming that Mr. Marsh had the authority to enter into such a contract. Does such an action require Board approval? I would also suggest that future contracts of this nature specify the party who is to make the appraisal.

Please call me if I may be of further assistance.

Sincerely,

Kenneth L. Childs
Staff Attorney

1975 WL 29343 (S.C.A.G.)