

1973 WL 27759 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

March 15, 1973

***1 Re: No. 42—Corporations**

Mr. W. W. Lewis
President
Mid-County Water Company, Inc.
RFD 2, Adgerlan
Winnsboro, South Carolina

Dear Mr. Lewis:

In your letter of March 13, 1973, you state that sometime ago a rural nonprofit water cooperative, Mid-County Water Company, Inc., was organized in Fairfield County. The charter of the corporation, among other things, defines the territory that the water company is to serve. That territory extends to within about a mile of the corporate limits of the Town of Winnsboro. You inquire as to whether or not Mid-County can prevent the Town of Winnsboro from extending its water lines into the territory which is described in Mid-County's charter.

A charter which is granted to a corporation is a contract between the corporation and the State, [Blease v. Charleston & W.C. Ry. Co.](#), 146 S.C. 496, 144 S.E. 233; and it confers upon the corporation the right to exist and the right to do certain things. [Turner v. Turner Mfg. Co.](#), 184 Wis. 508, 199 N.W. 155. A charter, however, does not create an exclusive right to exercise the powers described therein. Accordingly, Mid-County cannot prevent the Town of Winnsboro from extending its line into the territory described in its corporate charter.

With kindest personal regards.

Sincerely,

C. Tolbert Goolsby, Jr.
Deputy Attorney General

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