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authority to acquire property for streets and roads for public use, but we did not find any indication in section 5-27-10 of the Legislature's intent to require a municipality to acquire certain roads. Additionally, our courts recognize the public is not compelled to assume the burdens imposed by accepting an offered dedication. Corbin v. Cherokee Realty Co., 229 S.C. 16, 25, 91 S.E.2d 542, 546 (1956); As we stated in a 1973 opinion, "the law in this state is beyond cavil that the county is not required to accept dedication of a private road and can reject dedication as it so desires." Op.

municipalities. Thus, the Town has discretion as to whether to accept the proposed dedication.

necessary for public use within its corporate limits open and in good repair. As such, if the T

were to accept the proposed dedication, we believe it is responsible for keeping the roads subject

to the dedication open and in good repair.

You also question who has standing to enforce section 5-27-110. Section 5-27-110 mandates municipalities that neglect their duty to keep their roads open and in good repair "shall be liable to the fines and penalties imposed by § 57-17-00" ~~and shall be liable to the fines and penalties imposed by § 57-17-00.~~

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“The primary rule of statutory construction is to ascertain and give effect to the intent of the legislature.” Mid-State Auto Auction of Lexington, Inc. v. Altman, 324 S.C. 65, 69, 476 S.E.2d 690, 692 (1996) (citation omitted). The plain language of a statute is the best evidence of the Legislature’s intent. Craig v. AMISUD of S.C., Inc., 207 S.C. 522, 528, 725 S.E.2d 602, 607

(2012). “Ordinarily, the use of the word “shall” in a statute means that the action referred to is mandatory.” S.C. Dep’t of Highways & Pub. Transp. v. Dickinson, 288 S.C. 189, 191, 341 S.E.2d 134, 135 (1986) (citation omitted). Based on the plain language in section 5-27-110, it mandates municipalities keep roads open and in good repair. It does not mention consideration of the cost of compliance or excuse compliance due to costs. Manassas v. City of Manassas, 571 F.2d 1111

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