

State of South Carolina,

County of Greenville.

This Agreement made and entered into this the 17th, day of July, A.D. 1922, by and between Fannie C. Scott, and R. Lee Scott for himself and various other heirs of Walter M. Scott, deceased Witnesseth:

In the division of the Estate of the said Walter M. Scott, deceased, the said Fannie C. Scott agrees to take as her half of the Estate the Home Place on River Street in the City of Greenville; the tract of land in Pickens County of about 77 acres; 5 shares Bank of Commerce Stock; 2 shares Woodside National Bank Stock, and any other property belonging to the estate except the following: The said R. Lee Scott for himself and the other heirs of the estate agree to take all the real estate in Gantt Township, County and State aforesaid, all the cotton stored at Conestee and Greenville, being about 24 bales.

The said Fannie C. Scott is to assume the payment of the mortgage covering the River Street place, and to release the land in Gantt Township covered by the same mortgage.

She also agrees to compromise the two suits pending against the said estate by paying one-half of the amount of said compromise \$2500.00, and one-half of the Atty. fee, being \$250.00.

The said R. Lee Scott for himself & all other of said heirs agrees to assume the payment of all other real estate mortgages covering the Gantt Township lands, and also a note given by the estate to the Bank of Commerce for about \$1960.00 (being an estate note); also to pay one-half of the compromise of the two suits pending against the said estate, Viz: \$2500.00, and one-half Atty. fee, Viz: \$250.00.

In witness whereof, we have hereunto set our hands and seals this the day and year above written.

In presence of:

J.P. Ballenger,

Verna Smith.

Fannie C. Scott,

Robt. L. Scott,

Robt. L. Scott,

for other heirs.

State of South Carolina,

County of Greenville.

Personally appeared before me Verna Smith, and made oath that she saw the within named Robert L. Scott, individually and for the other Heirs and Fannie C. Scott, sign, seal and as their act and deed, deliver the within written Contract and that she with J.P. Ballenger witnessed the execution thereof.

Sworn to before me this

17th, day of Oct. A.D. 1922.

J.P. Ballenger

Notary Public for S.C.



Verna Smith.

Recorded October 17th, 1922.

B.A. Morgan, Lawyer.

Greenville, S.C.

June the fourteenth, 1922.

Mrs. Fannie C. Scott,
Greenville, S.C.

Dear Mrs. Scott:-

You have asked my opinion as to whether or not the wife of W.H. Scott will have an inchoate right of Dower in lands set apart to you in severalty in the partition in Kind of the lands of Walter M. Scott, your deceased husband.

Walter M. Scott died intestate, leaving no children, but left you as his widow, and his mother and brothers and sisters, among whom is W.H. Scott, a married man, and his wife still living.

An agreement for partition has been reached between you on the one hand, and the other heirs at law on the other hand, and deeds have been executed and delivered, whereby your undivided one-half interest in the lands of the estate of Walter M. Scott has been set apart to you.

The wife of W.H. Scott declines to renounce her Dower on the deeds delivered to you.

"While the wife of one of several tenants in common has an inchoate right of dower in her husband's portion of the Real Estate held in common, yet such right is subordinate to a paramount right of the other tenants in common to have partition of the common property in any of the modes by which such partition may be lawfully made."

Holley Vs- Glover,
36 S.C. 404
Reaffirmed in Gaffney Vs Jeffries,
59 S.C. 569.

Further on the last named case, it is said: "It is unquestionably lawful for parties sui juris to partition land by agreement in writing as in this case. One may lawfully do voluntarily what the law would compel him to do".

Such Agreement and partition in Kind will not, however, bar the wife of her inchoate right of dower.

"When the husband is a tenant in common, the seizin being of an undivided interest, the dower is of such undivided interest. When, however, there is a lawful partition in Kind, XXX the husband's seizin of an undivided interest is converted or transmuted into a seizin of the specific portion assigned."

Gaffney Vs Jeffries, Supra.

"The interest in severalty assigned under partition to the other cotenants is free from the claim of dower XXX."

Gaffney Vs Jeffries, Supra.

I am of the opinion that the real estate set off to and deeded to you in partition and held by you in severalty is free from the claim of Mrs. W.H. Scott of her inchoate right of dower.

Very truly yours,

B.A. Morgan.

Recorded October 17th, 1922.

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