

SUMMARY OF BELL V. JONES

523 A.2d 982 (D.C.App. 1987)

by

Knud E. Hermansen

Knud is a licensed professional land surveyor, professional engineer, and attorney at law. He teaches at the University of Maine in the surveying engineering technology program and has a consulting practice specializing in boundary disputes, title, land development, liability, and easements. <http://www.umaine.edu/set/svt/articles/>

Note: The principles discussed may not apply to all states. The reader is encouraged to research the law in their own state.

An architect and a corporation formed a partnership to purchase certain property in Georgetown and to construct town houses on that property. The architect and other investors intended to purchase the property, to construct town houses. The architect wanted to have the property surveyed because a survey was required by the title company and the bank which was lending money for the project and because, as an architect, he needed a survey in order to design the buildings. The surveyor prepared a "plat of survey" which erroneously represented the location of property lines and corner angles. The architect relied on this survey to draw architectural plans, but because of the surveyor's errors, the architect's construction costs were substantially increased. In this action the architect sought to recover those increased costs. At trial neither party could remember the details of the telephone conversation. The surveyor recalled that the architect had asked him to make a survey of the property "with the idea of going to closing." To him this meant that the architect needed only "a piece of paper" showing that the property did indeed exist. The surveyor understood this to be the sole purpose of the survey, but he did not remember whether the architect specifically told him it was the sole purpose. The surveyor's handwritten notes of the conversation contained the phrase "plat of survey," but there was nothing in the notes to indicate the specific purpose for which the survey was to be used. The architect thought that the kind of survey he requested was self-evident, apparently unaware that there were different types of surveys. In performing his assignment, the surveyor reviewed the records of the District of Columbia Surveyor's Office, including a plat of survey prepared by that office. He also visited the site to make spot checks. When he completed his own plat of survey, the surveyor placed his Professional Registered Engineer's stamp on it, together with a certification which read as follows:

CERTIFICATION: I hereby certify that I have carefully surveyed the property as shown and described hereon, in accordance with D.C. Surveyor's records, and have located all of the existing improvements thereon by transit and tape survey, and that the corners have been found or placed as shown, and that there are no encroachments either way across the property lines except as indicated. Signed: Raymond M. Jones

According to the surveyor, the certification meant only that he certified that

measurements had been made in the field and that he had found them to be correct and in accordance with record information. There was no disclaimer or warning of any limitation on the use to which the survey could be put, although the evidence showed that such disclaimers are customarily placed on house location plats if they are not intended to be relied upon for certain purposes.

The trial court found that by not specifically asking the architect "the precise type of survey he was requesting on November 7, 1978," the surveyor "failed to exercise the reasonable care of a surveyor of ordinary prudence in the District of Columbia."

The trial court concluded that the surveyor was negligent in certifying the plat of survey as he did, that the certification caused the architect to rely on the survey for architectural and construction purposes, and that the inaccuracies in the survey proximately resulted in the increased construction costs which the architect sought to recover. More specifically, when a surveyor or architect undertakes to certify that something has been done or not done, or done in a certain way, the client has a right to rely on the professional knowledge and skill of the surveyor or architect in making that certification. The surveyor's or architect's duty of reasonable care to the client is breached when such a certification is negligently made, and if that breach results in injury to the client, he or she may recover damages.