

A SUMMARY OF BRADLEY V. WALDROP

(Fl.App. 1992)

by

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

A landowner had a developer help to sell his property. The developer hired a surveyor to subdivide the parcel into three lots. The surveyor performed the services and sought payment from the developer. When the developer refused to pay, the surveyor sued the landowner. The landowner denied responsibility for payment. The trial court sided with the landowner. The appellate court found that the developer was acting as an agent for the landowner. As a result, the landowner was responsible for the surveyor's fee. The appellate court said: *"It is well-established that an agent's authority may be inferred from acts, conduct and other circumstances. Further, an agency relationship may be found even though the principal and the agent deny the existence of such a relationship. [A] principal may be held liable for the acts of his agent, even though the acts were not authorized, if the agent was acting within the scope of his employment or apparent authority."*

Two important concepts should be learned from this case: (1) The surveyor may contract with persons other than the landowner for services (as many mechanics lien laws allow); however, the surveyor can avoid problems and misunderstanding by making the landowner aware of the contract through written notification directly to the landowner. (2) The surveyor's employees may bind the surveyor/employer as a result of acts or words, imposing unexpected obligations on the surveyor. Proper instruction and training of the surveyor's employees are essential to prevent unwanted liability.