

## **SUMMARY OF NEIDITZ V. MORTON S. FINE AND ASSOC., INC.**

199 Conn. 683, 508 A.2d 438 (1986)

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 surveyor was sought by a landowner to prepare a perimeter survey of property. The surveyor reviewed the appropriate land records, conducted an on-site field survey, and prepared the requested map. Approximately 15 years later the landowner wanted to obtain a zone change in order to develop the land. The landowner requested that the surveyor prepare the necessary map. Instead of conducting a new survey, the surveyor used their earlier map. This last map was certified to be "substantially correct" and it contained a notation that no new field work had been undertaken on the property and that the map was based solely on the earlier survey. A zone change was granted based on the map. At the beginning of development it was discovered that the survey inaccurately depicted the shape of the property. The town found the inaccurate depiction to be a material change in the zoning application and voided its earlier approval of the zone change. A second application was made with a revised plan. This second application was granted contingent on compliance with conditions involving various design and structural modifications to the proposed development. Once the conditions were met, the landowner instituted an action against the surveyor based on negligence and breach of contract. The landowner sought damages suffered as a result of the delay in obtaining the required zoning approval and costs incurred in order to satisfy the conditions that had been imposed by the second approval. The landowner alleged that they had relied on the surveyor's representation that the later survey was "substantially correct" and that the surveyor had negligently failed to survey the property. The court awarded damages to the landowner for the increased costs of developing their property and also awarded interest on these damages

The appellate court found that the defendant was negligent in certifying the later map to be substantially correct when he failed to ascertain or knew or should have known that the earlier survey was in error.