1  DISCLAIMER

I Am Not Your Attorney.

This seminar is not intended to provide you with legal advice. Seek legal advice from an attorney who is familiar with your particular situation and the facts in your particular case. The example contract clauses contained herein (if any) are intended as examples only and should be reviewed and modified by competent legal counsel to reflect variations in applicable state and local law specific to your circumstances.

2  JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY

1. KNOW THE LAW THAT GOVERNS YOUR PRACTICE:
“It is a common maxim, familiar to all minds, that ignorance of the law will not excuse any person, either civilly or criminally.”


3  JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY

- Ignorance of the law is no excuse for the average person.
- Even more so the professional service provider.
- Regulated by the State and Licensed for the protection of the public.
- Expected not only to know the law but to apply it as well.
- Torts—a civil wrong.
- Crimes and Criminal Prosecution

4  JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY

2. HAVE A WRITTEN CONTRACT.
Having a contract will help to avoid one of the common denominators of almost all litigation: MISCOMMUNICATION.

5  CONTRACT BASICS
INTRODUCTION

- Contract – An agreement between two or more persons which creates an obligation to do or not to do something. A contract is a promise or set of promises for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty.

6  CONTRACT BASICS
INTRODUCTION

- Contract - A contract establishes the scope of services, overall professional relationship, system of communication, standard of care, and the rights and responsibilities of both parties.

7  CONTRACT BASICS
INTRODUCTION
CONTRACT BASICS

INTRODUCTION

Contract – Most claims are brought against Land Surveyors and other professional service providers by their Clients. Most of these are due to miscommunication, poor management techniques, and disagreements over fees.

TERMS

Oral Contract – A contract not in writing, made by verbal agreement.

Written Contract – Simply, an agreement reduced to writing.

Contract Under Seal – A formality that can extend the statute of limitations and may eliminate the need for consideration.

L.S. – The abbreviation for Locus Sigilli. Latin for “the place of the seal.”

Indemnification – To restore the victim of a loss, in whole or part, by payment, repair, or replacement. To save harmless; to secure against loss or damage; to give security for the reimbursement of a person in case of an anticipated loss falling upon him.

Instruments of Service – All reports, plans, specifications, field data, field books, raw data files, and other documents, including all maps and all documents on electronic media, prepared by the land surveyor.

Liquidated Damages – Provision in contract or agreement by which parties agree in advance as to the amount or limit of damages for breach. Usually, it is an amount and not a limit. And the amount can be pretty stiff. Approach with caution.

Under Seal – For centuries before the doctrine of consideration was developed, and long before informal contracts were enforced, contracts under seal were enforced. The sealed instrument required no consideration. The required formalities were: a sufficient writing, and seal, and delivery. Today, the seal may be actual, or impressed on the paper, or merely recited by the word “seal” or “L.S.”

Quantum Meruit – The measure of recovery under implied contract to pay compensation as reasonable value for services rendered.
CONTRACT BASICS

TERMS

- Severability – Admitting of severance or separation; capable of being divided; separable; capable of being severed from other things to which it was joined, and yet maintaining a complete and independent existence.

ELEMENTS OF A CONTRACT

- Offer and Acceptance - An agreement exists when one party makes an offer and the other party accepts. This is sometimes referred to as a “meeting of the minds.”

- Offer – To bring to or before; to present for acceptance or rejection; to hold out for or proffer; to make a proposal to; to exhibit something that may be taken or received or not.

- Acceptance – The taking and receiving of anything in good part, as it were a tacit agreement to a preceding act, which might have been defeated or avoided if it had not been accepted. Compliance by the offeree with the terms and conditions of the offer constitute an “acceptance.” The modern trend is to allow acceptance by any means that are reasonable.

- Legal Purpose - A contract must be for a legal purpose. A contract to undertake illegal activity is not enforceable in courts of law.

- With reference to contracts, legal purpose means that the purpose of the contract must not be illegal.

- Subject Matter - The subject, or matter presented for consideration; the thing in dispute; the right which one party claims as against the other.

- Subject matter, or legal form, refers to the contract being enforceable if it is not against public policy.

- Consideration - The inducement of a contract. The cause, motive, price, or impelling influence which induces a contracting party to enter into a contract. No consideration – no contract.

- Legal Capacity - Capacity refers to one’s legal qualification (i.e. legal age), competency, power or fitness to enter into a contract. Mental ability to understand the nature and effects of one’s acts, especially with regard to entering into a contract.

ELEMENTS OF A CONTRACT - Execution – With a written contract, both parties sign the contract. Lack of a
22 [ ] ELEMENTS OF A CONTRACT
- Execution – With a written contract, both parties sign the contract. Lack of a signature indicates that there has not been a meeting of the minds.

23 [ ] ESSENTIAL ELEMENTS
- Offer and Acceptance (Identify Parties)
- Legal Purpose (Surveying Services)
- Subject Matter (Scope of Services)
- Consideration (Fee for Services)
- Legal Capacity (Over 19 & Not Incapacitated)
- Execution (Signatures)

24 [ ] ELEMENTS OF A CONTRACT
Project Identification:
- Briefly identify the project, its location and the basic scope of services, in no uncertain terms.

25 [ ] ELEMENTS OF A CONTRACT
Standard of Care:
- Identify what standard is being used for the survey, i.e. “State Minimum Technical Standards,” “2011 ALTA/NSPS Minimum Standard Detail Requirements,” etc.

26 [ ] ELEMENTS OF A CONTRACT
Deliverables:
- Identify the deliverables that are a part of the contract. Then, anything beyond that will be an extra.

27 [ ] ELEMENTS OF A CONTRACT
Schedule:
- Don’t leave the schedule to guesswork. Use a range or approximate completion date, or an approximate number of weeks to complete from the date your contract is fully executed. Never give a date certain even if you think you can set a date certain.

28 [ ] ELEMENTS OF A CONTRACT
Payment Terms:
- Don’t leave the payment terms to guesswork either. Specify interest to be added in the event payment is later. Then, bill early and bill often.

29 [ ] ELEMENTS OF A CONTRACT
Applicable Law:
- Specify your state as the applicable jurisdiction in the event there needs to be legal action. You do not want to have to bring an action, defend an action, or hire an attorney in a foreign court.

30 [ ] ELEMENTS OF A CONTRACT
Attorney’s Fees:
30  ELEMENTS OF A CONTRACT
   Attorney's Fees:
   ☐ Without a clause for attorney's fees, you could be hard-pressed to recover fees and
     court costs even if you win in court.

31  ELEMENTS OF A CONTRACT
   Contingency Clause:
   ☐ In the event of unforeseen circumstances, a contingency clause will allow you to
     either renegotiate the fee or terminate the contract.

32  ELEMENTS OF A CONTRACT
   Additional Services:
   ☐ Make provision for additional services, and make it easy for additional services to be
     authorized. Include a statement of hourly rates. This could be easy money added to
     the project.

33  ELEMENTS OF A CONTRACT
   Offer Expiration Date:
   ☐ Add a date of time period within which your offer will expire. You do not want
     open-ended offers floating around with not expiration date.

34  ELEMENTS OF A CONTRACT
   Termination Clause:
   ☐ Give yourself the ability to fire the client if necessary and still be able to get paid
     under the contract.

35  ELEMENTS OF A CONTRACT
   Statement of Warranties:
   ☐ This is actually a statement that you are making NO WARRANTIES or guarantees on
     your work. Professional service providers do no make guarantees or warranties.

36  OPTIONAL ELEMENTS
   ☐ Project Identification
   ☐ Standard of Care
   ☐ Deliverables
   ☐ Schedule
   ☐ Payment Terms
   ☐ Applicable Law
   ☐ Attorney's Fees
   ☐ Contingency Clause
   ☐ Additional Services
   ☐ Offer Expiration Date
   ☐ Termination Clause
   ☐ Statement of Warranties

37  REVIEW ELEMENTS
   1   ESSENTIAL:
THE ONE-PAGE CONTRACT

Letter of Engagement

Offer & Acceptance, Project Identification, and Legal Purpose:

February 2, 2012
Mr. Abram Halfacre
1313 Mockingbird Lane
Meridian, Mississippi 39305
FAX TRANSMISSION: (601) 555-1313
(Or Email Transmission)
RE: Property Identification (Identify Property)
    Brief Description of the Project
    And Services Being Provided
referred to as Surveyor, to perform land surveying services on the above described
property (the Property). Execution of this letter will confirm acceptance and shall
constitute an agreement between Client and Surveyor.

**THE ONE-PAGE CONTRACT**

*Letter of Engagement*

**Subject Matter, Standard of Care, Deliverables:**

Surveyor will provide a Boundary Survey of the Property which will include re-
establishment of property corners and boundary lines, location of permanent
improvements to the property (i.e. buildings, fences, driveways, etc.), identification of
encroachments (if any), determination of acreage, and preparation of a map of survey
depicting the results of the survey. Six original survey maps will be provided. The survey
will meet all applicable provisions of the State of Mississippi’s “Standards of Practice” for
property surveys.

**THE ONE-PAGE CONTRACT**

*Letter of Engagement*

**Consideration, Schedule, Payment Terms, Applicable Law and Attorney’s Fees:**

It is acknowledged that land surveying is a professional service and not an exact
science, therefore our fee for services is estimated at $2,500.00, subject to unforeseen
circumstances or unexpected difficulties (see below). The survey will be completed within
three (3) weeks from the date of receipt of an executed copy of this agreement. Surveyor
will make every reasonable effort to meet this schedule, however, this is not a guarantee.
All invoices are due and payable within 15-days of receipt. A late fee of 1.50% per month
will apply. In the event collection proceeding become necessary, Mississippi law will apply
and Attorney’s fees and cost of collection will be reimbursed to Surveyor.

**THE ONE-PAGE CONTRACT**

*Letter of Engagement*

**Contingency Clause, Additional Services, Statement of Hourly Rates, Termination
Clause and Legal Capacity:**

If unforeseen circumstances or unexpected difficulties are encounter, the Client will
be consulted before Surveyor proceeds further. If additional services are deemed
necessary, Surveyor will perform those services at an hourly rate of $150.00. Surveyor
will only perform additional services with Client’s written or verbal approval. This offer
will expire if not executed within 15 days. Either party may terminate this agreement
with or without cause. Upon termination, Surveyor will be reimbursed for services
performed. This agreement contains no warranties either expressed or implied. Persons
signing below certify that they have legal capacity as the individuals, representatives,
and/or agents for the parties to this contract.
43 THE ONE-PAGE CONTRACT
Letter of Engagement
Execution:

FOR SURVEYOR:

____________________________

Date: ________________
Thomas Jefferson, Chief Surveyor

44 THE ONE-PAGE CONTRACT
Letter of Engagement
Execution:

FOR CLIENT:

_____[signature]__________ Date: ________

By: ______________________________
Printed Name and Title

45 JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY
☐ How many of you work under a contract every time your provide professional services?

46 JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY
Problems with oral contracts:
☐ What were the terms of the contract?
☐ Did you make warranties or guarantees?
☐ How will you enforce the agreement?
☐ How will you defend against a breach?
☐ Breeding ground for misunderstanding & miscommunication.

47 JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY
Miscommunication:
☐ One common denominator in cases involving land surveyors is a breakdown in the communication between the surveyor and the client.

48 LAWLER v. HARE
Alabama Court of Civil Appeals
587 So.2d 387

49
February 2, 2012

Mr. Abram Halfacre
1313 Mockingbird Lane
Meridian, Mississippi 39305

FAX TRANSMISSION: (601) 555-1313
(Or Email Transmission)

RE: Property Identification (Identify Property)
Brief Description of the Project or Services to be Provided

Dear Mr. Halfacre:

This letter shall serve as a Letter of Engagement, whereby Abram Halfacre, hereinafter referred to as Client, engages Acme Surveying Company, LLC, hereinafter referred to as Surveyor, to perform land surveying services on the above described property (the Property). Execution of this letter will confirm acceptance and shall constitute an agreement between Client and Surveyor.

Surveyor will provide a Boundary Survey of the Property which will include re-establishment of property corners and boundary lines, location of permanent improvements to the property (i.e. buildings, fences, driveways, etc.), identification of encroachments (if any), determination of acreage, and preparation of a map of survey depicting the results of the survey. Six original survey maps will be provided. The survey will meet all applicable provisions of the State of Mississippi’s “Standards of Practice” for property surveys.

It is acknowledged that land surveying is a professional service and not an exact science, therefore our fee for services is estimated at $2,500.00, subject to unforeseen circumstances or unexpected difficulties. The survey will be completed within three (3) weeks from the date of receipt of an executed copy of this agreement. Surveyor will make every reasonable effort to meet this schedule; however, this is not a guarantee. All invoices are due and payable within 15-days of receipt. A late fee of 1.50% per month will apply. In the event collection proceeding become necessary, Mississippi law will apply and Attorney’s fees and cost of collection will be reimbursed to Surveyor.

If unforeseen circumstances or unexpected difficulties are encountered, the Client will be consulted before Surveyor proceeds further. If additional services are deemed necessary, Surveyor will perform those services at an hourly rate of $125.00. Surveyor will only perform additional services with Client’s written or verbal approval. This offer will expire if not executed within 15 days. Either party may terminate this agreement with or without cause. Upon termination, Surveyor will be reimbursed for services performed. This agreement contains no warranties either expressed or implied. Persons signing below certify that they have legal capacity as the individuals, representatives, and/or agents for the parties to this contract.

FOR SURVEYOR: ________________________ FOR CLIENT: ________________________

__________________________ Date: ___________

By: ________________________
Printed Name and Title

Thomas Jefferson, Chief Surveyor
Alabama Court of Civil Appeals
587 So.2d 387
August 9, 1991

JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY

"Additionally, I observe that out of a simple fee dispute case, the trial court’s judgment, if it stands, may very well establish a new standard that could stifle a professional’s effective use of auxiliary personnel. Indeed, as the same pertains to licensed land surveyors, it appears to suggest that the licensee be on one end of the chain."


JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY

Miscommunication:
 No good deed goes unpunished.

KHLH, Inc. v. WISCONSIN SURVEYORS, Inc.
Wisconsin Court of Appeals
619 N.W.2d 307
September 19, 2000

JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY

3. PRACTICE DEFENSIVELY.
Conduct your business and your professional practice defensively, as if you will be going to court on every project that you turn out, because you never know where the lawsuit will be coming from.

JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY

 Educate yourself.
 Educate the other professionals who work for you.
 Educate your party chiefs.
 Do not practice outside your areas of expertise.
 Be careful what you sign.
 Avoid litigious clients.

JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY

4. READ ALL CERTIFICATIONS CAREFULLY.
Many certifications will have guarantees and warranties imbedded in them that will nullify your errors and omissions insurance and expose you to greater liability.
nullify your errors and omissions insurance and expose you to greater liability.

55 COMMONWEALTH
V.
CJM, P.C.
SUPERIOR COURT OF CONNECTICUT
JUDICIAL DISTRICT OF HARTFORD AT HARTFORD
2008 Conn. Super. LEXIS 2774
November 5, 2008

56 JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY
5. UNDERSTAND YOUR POTENTIAL LIABILITY:
As a professional service provider, you are not only liable for your own actions, you are liable for the actions of those who work for you as agents or employees.

57 JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY
☐ There is no immunity from prosecution.
☐ Privity of contract is on death’s door.
☐ Third party beneficiary doctrine is alive and well.
☐ Liability under implied contract.
☐ Tort liability.
☐ Criminal actions.

58 ROZNY V. MARNUL
Supreme Court of Illinois
250 N.E.2d 656
May 26, 1969

59 JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY
“The general rule in California is that a professional person may be held liable to third persons who suffer damage proximately caused by the negligence of the professional person as an independent contractor in the performance of his professional duties even though there is no privity of contract between the third person and the professional person and even though the client does not complain about the quality of the professional service....The reason for the rule is that the action is ex delicto, not ex contractu...."


60 JEFF’S 10 COMMANDMENTS
ON LIMITING YOUR LIABILITY
“Originally professional persons were exempt from liability to third persons because it
ON LIMITING YOUR LIABILITY

“Originally professional persons were exempt from liability to third persons because it was believed that they owed their duty to their clients not to third persons. In rejecting the privity of contract requirement [California] declared that whether or not liability to third persons existed involves the balancing of various factors, among which are the extent to which the transaction was intended to affect the plaintiff, the foreseeability of harm to him, the degree of certainty that the plaintiff suffered injury,...”


JEFF’S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY

“...the closeness of the connection between the defendant's conduct and the injury suffered, the moral blame attached to the defendant's conduct, and the policy of preventing future harm. Foreseeability and proximate cause now supplant the former requirement of privity of contract.”


JEFF’S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY

Who are your potential plaintiffs as a professional services provider?

JEFF’S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY

“[T]he courts have eliminated the need for privity between the Land Surveyor and the party seeking relief...that is, the party complaining no longer has to be the party with whom the land surveyor enjoyed a contractual relationship.”


JEFF’S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY

“The day of privity of contract between the surveyor and client is over; the surveyor is obligated to disclose, for the possible benefit of third parties, all information that may lead to damages.”


WATTS v.
SHANNON and LEGGINS
Tennessee Court Appeals
2005 Tenn.App. LEXIS 403
April 5, 2005
Negligence:

One of many torts that can be committed by the land surveyor.

“The difference between a tort and a contract action is that a breach of contract is a failure of performance of a duty arising under or imposed by agreement, whereas a tort is a violation of a duty imposed by law.”

_Bender v. Kansas Secured Title_, 119 P.3d 670 (Kan. 2005).

**Rolly Marine v. McLaughlin Engineering**, Florida Court of Appeals, Fourth District

49 So.3d 823

December, 2010

“Surveyors again moved to dismiss. First they argued the new pleading was an improper attempt to circumvent the order dismissing the second amended complaint ‘with prejudice.’ All claims, they further contended, are barred by the economic loss rule (ELR). Next they contended that surveyors are not ‘professionals’ within the meaning of the Florida Supreme Court’s exemption from the ELR.”

_Rolly Marine v. McLaughlin Engineering_, 49 So.3d 823 (Fla.App.2010).

“In Moransais ... the court held that the ELR may not be applied to ‘professionals.’ Surveyors argue that, when the surveys were performed and certified, they were not deemed professionals for purposes of application of the ELR.”

_Rolly Marine v. McLaughlin Engineering_, 49 So.3d 823 (Fla.App.2010).

Slander of Title:

A tort surveyors don’t know they can commit.

**Zen Buddhist v. Neldov**, California Court of Appeals

2006 Cal.Unpub. LEXIS 2766

April 4, 2006
April 4, 2006

73  JEFF’S 10 COMMANDMENTS  
ON LIMITING YOUR LIABILITY
Other Torts (or crimes):
- Slander of title
- Trespass (civil & criminal)
- Fraud (civil & criminal)
- Nuisance (civil & criminal)
- Outrage
- Bad Faith
- Mental Anguish
- Conspiracy (civil & criminal)
- Respondent Superior/Master-Servant.

74  JEFF’S 10 COMMANDMENTS  
ON LIMITING YOUR LIABILITY
6. DON’T SIGN YOUR CLIENT’S CONTRACT.
Don’t sign your Client’s contract (if possible). Many clients have contracts that they have developed over the years that are totally inappropriate for the professional service provider. If you must sign your Client’s contract have it reviewed by legal counsel for potential pitfalls.

75  JEFF’S 10 COMMANDMENTS  
ON LIMITING YOUR LIABILITY
Client Developed Contracts:
- The client developed contract should be avoided when possible. If for no other reasons, it takes valuable time and may require professional help to read and interpret the client developed contract.

76  JEFF’S 10 COMMANDMENTS  
ON LIMITING YOUR LIABILITY
Client Developed Contracts:
- Many client developed contracts are written for purposes other than hiring professional service providers.

77  JEFF’S 10 COMMANDMENTS  
ON LIMITING YOUR LIABILITY
Client Developed Contracts:
- Many client developed contracts are one-sided arrangements developed in the Client’s favor.

78  JEFF’S 10 COMMANDMENTS  
ON LIMITING YOUR LIABILITY
7. OPERATE ABOVE THE STANDARD:
7. OPERATE ABOVE THE STANDARD:

79 JEFF'S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY

“It is the duty of a land surveyor in his (her) profession to use that degree of knowledge, skill, and care *ordinarily possessed and used by members of that profession*, and to perform any service undertaken as a land surveyor, in a manner that a reasonably prudent land surveyor would use under the same or similar circumstance.”

Alabama Pattern Jury Instructions, Sec. 25.20, Malpractice, Non-Medical Professionals.

80 JEFF'S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY

“We note that a mere difference of professional opinion does not establish professional negligence. Moreover, professional negligence is not established by proving that a professional opinion turned out to be erroneous. Rather, to recover for professional negligence based on an incorrect professional opinion, one must establish that the professional fell below the standard of *skill and knowledge commonly possessed and utilized by members within the profession when rendering his opinion*.”


81 JEFF’S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY

“We have not had the occasion to state the standard of care owed by a land surveyor. Medical and legal malpractice actions are analyzed according to tort law principles instead of contract law, and in those cases liability is predicated on ‘deviation from the professional standard of care.’ We have said that ‘standards for demonstrating the elements of professional negligence do not differ from profession to profession.’”

*Graves v. Downey Land Surveyor, 885 A.2d 779 (Me. 2005)*

82 JEFF’S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY

“The duty of care that the Superior Court imposed in this case required the Graveses to demonstrate that S.E. Downey’s work on the survey was below that of an *ordinarily and reasonably competent land surveyor* in like circumstances. Courts in other jurisdictions have articulated the duty of care of land surveyors in similar ways. For example, in West Virginia a surveyor is held to the standard of care that a ‘reasonably prudent surveyor’ would have applied with regard to the same project.”

*Graves v. Downey Land Surveyor, 885 A.2d 779 (Me. 2005)*

83 JEFF’S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY

“Both Maryland and North Carolina state that a surveyor must ‘exercise that degree of care which a surveyor of ordinary skill and prudence would exercise under similar
“Both Maryland and North Carolina state that a surveyor must ‘exercise that degree of care which a surveyor of ordinary skill and prudence would exercise under similar circumstances.’ We agree with the Superior Court that the duty of care a land surveyor is obligated to provide is that degree of care that an ordinarily competent surveyor would exercise in like circumstances.”

*Graves v. Downey Land Surveyor, 885 A.2d 779 (Me. 2005)*

**APPEAL BY JANET REED**

Kansas Court of Appeals

243 P.3d 382

December 10, 2010

**JEFF’S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY**

8. OPERATE BEHIND A CORPORATE SHIELD.

If possible, operate behind a corporate shield. This is just another layer of protection that you should add to your overall protective armor.

**JEFF’S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY**

9. BE AN EXPERT EVALUATOR OF EVIDENCE.

Surveyors must be expert measurers: YES. But measurements are the least scrutinized aspect of what we do, when we go to court. Our evaluation of the evidence is what will be scrutinized.

2 “It was only after Milam [Richardsons’ surveyor] generated his opinion about the B-to-A fence that the Richardsons claimed they own the land north of that fence. *The question remains whether Milam’s analysis is legally correct.*”

*Larsen v. Richardson, 2011 MT 195 (Mont.2011).*

**JEFF’S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY**

“The surveyor, having made an evaluation of the evidence, forms an opinion as to where he believes the lines would be located if fully adjudicated in a court of law. The typical modern day surveyor sees himself as an expert evaluator of evidence. He strives to arrive at the same opinion of boundary location regardless of whether he was hired by his client or his client’s next door neighbor.”


**JEFF’S 10 COMMANDMENTS ON LIMITING YOUR LIABILITY**

10. YOU HAVE TO WIN AT THE TRIAL COURT LEVEL.
ON LIMITING YOUR LIABILITY

10. YOU HAVE TO WIN AT THE TRIAL COURT LEVEL.
In this litigious society, it is no longer an option to be wrong in court (lose). The results of your survey should be a well reasoned opinion based on the law and the facts.

HUNTER V. WILSHIRE
SUPREME COURT OF ALABAMA
2005 Ala. LEXIS 180
October 21, 2005