

LAW OF TORT

PROFESSIONAL NEGLIGENCE

WHAT IS NEGLIGENCE?

Careless conduct

Negligence as a tort

More than heedless or careless conduct – complex concept of duty, breach and damage.

When it is occur – the day the plaintiff suffer loss – damage existence

NEGLIGENCE

WHAT IS IT? – the breach of a legal duty to take care which results in damage, undesired by the defendant, to the plaintiff
(defendant? Plaintiff?)



ELEMENTS

THERE IS DUTY OF CARE

THE DUTY OF CARE HAS BEEN BREACHED

THE BREACH RESULTS IN DAMAGE TO PLAINTIFF (economy, physical, financial, property)

DUTY OF CARE EXIST IF....

THE DAMAGE IS FORESEEABLE - FORESEEABLE
VS UNFORESEEABLE

IF FORESEEABLE – THERE IS DUTY OF CARE ~


- [Bourhill V Young](#)
- [Zazlin Zahira Hj Kamaruzaman](#)

THERE IS CLOSE AND DIRECT REALTIONSHIP OF
PROXIMITY BETWEEN THE PLAINTIFF AND THE
DEFENDANT –

- Neighbour Concept – Close/Proximity
 - [Donoghue Vs Stevenson](#)
 - [Anns V Merton London Borough](#) – P91
 - [Peabody Donation Fund V Sir Lindsay Parkinson & Co Ltd](#)
– P93
 - [Bourhill V Young](#)



- THE CIRCUMSTANCES MUST BE JUST AND REASONABLE.

- Sathu V Hawthornden Rubbers Estate Co Ltd
 - Lok Kwan Moi & Ors V Ramli B. Jamil & Ors & Government Of Malaysia
- 

WHAT ABOUT OMISSION?...

- LIMITATIONS OF DUTY CARE
 - OMISSION
 - Yes – Contrary to existing duty to act
 - Special relationship between 2 parties
 - Defendant has control over 3rd party
 - Defendant has control over land etc
 - Failed to perform an act as promised
 - No – Smith Vs Littlewoods Organisation Ltd

EXCEPTIONS

STATUTORY POWER- IMMUNITY

PSYCHIATRIC ILLNESS – MENTAL, NEUROSIS AND PERSONALITY CHANGES.

- Reasonably foresee
- A test- 3rd party in the same position
- Proximity between plaintiff and the accident – time and space
- The means by which plaintiff come to know
- Medically recognised

HOW TO DETERMINE IN MONETARY TERM

TEST OF BREACH OF DUTY OF CARE

REASONABLE MAN TEST

- Classes of defendant
- Practice and knowledge at the time of alleged breach

RISK TEST

- The magnitude of the risk
 - Probability of the injury occurring
 - Seriousness of the injury
- Practicability or cost of precaution
- The importance of object to be attained
- General and approved practise

TEST OF BREACH OF DUTY OF CARE

- THE REASONABLE MAN TEST
 - THE USUAL HICCUPS IN LIFE (..the standard or foresight of the reasonable man.. Eliminates the personal equation and is independent of the idiosyncrasies of the particular person whose conduct is in question)
 - Level of intelligence and knowledge (*the standard of care applicable is that the standard is that of reasonable man in that position*)
 - The defendant who has or profess expertise in a particular field (*will be judged as against other persons who possess those same skills*)
 - The defendant with an incapacity or infirmity
 - The child defendant
 - Driver of a vehicle (not under a duty to be perfect to anticipate the negligence of others)
 - PROFESSIONAL?

DAMAGE

CAUSATION IN FACT

- But for test
- Multiple causes or concurrent breaches a duty of care
- Consecutive breaches

CAUSATION IN LAW

- Direct consequences
- The reasonable foresight test
 - Type of damage must be foreseeable
 - The extent of damage is irrelevant
 - The method by which the damage occurs is irrelevant

DAMAGE....

INTERVENING ACTS

- Through a natural event that independent of human conduct
- Through third party
- Intervening act of the plaintiff

PURE ECONOMIC LOSS?

- May be incurred either as a consequence of a negligent misstatement or negligent act
 - (different principles applied)

PROFFESIONAL NEGLIGENCE

Ordinary case does not involve any special skill.. Negligence means failure to do some act.

The standard of care required of professionals is that of a reasonable professional

Anybody act as if he/she is a professional will be liable as is as he/she is professional

NEGLIGENCE may in the form of

- Negligent misstatement
- Negligent act

NEGLIGENT MISSTATEMENT

SPECIAL RELATIONSHIP

- Relying on other advise
- Dato' Seri Au Ba Chi V Malayan United Finance Bhd & Anor

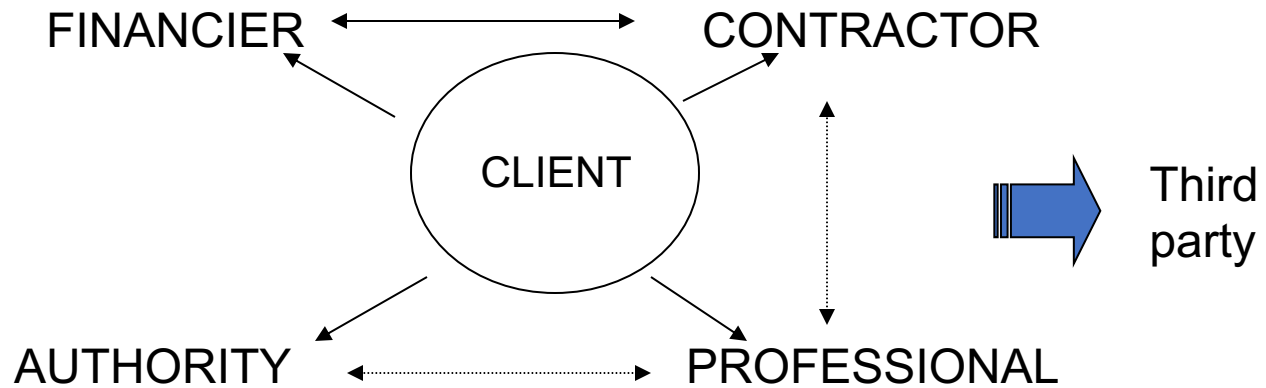
Plaintiff must show

- that he relied on the proper performance of that service by the defendant;
- he is identifiable or belongs to a class of persons whom the defendant knows to be relying on the advise or information, thus establishing proximity and foreseeability

NEGLIGENT ACT

- Pure economic loss is favour in certain cases
 - [Spartan steel case](#)
 - [Murphy case](#)
 - Kerajaan Malaysia vs Cheah Foong Chiew p 132 (Pure economic loss is irrecoverable – based on Murphy)
 - Teh Khem On & Or v Yeoh & Wu Development Sdn Bhd & Ors (pure economic loss is irrecoverable- no direct contractual relationship)
 - Pure economic loss recoverable- Dr Abdul Hamid & Anor v Jurusan Malaysia Consultants & Ors and Steven Phoa Cheng Loon & 72 Ors v Highland Tower Properties Sdn Bhd & 9 ors

PARTIES IN PROJECT



NEGLIGENCE IN CONSTRUCTION



POTENTIAL WRONGDOER!

Client?.....

Consultant/designer

Contractor/employer

Workers

Authorities????....

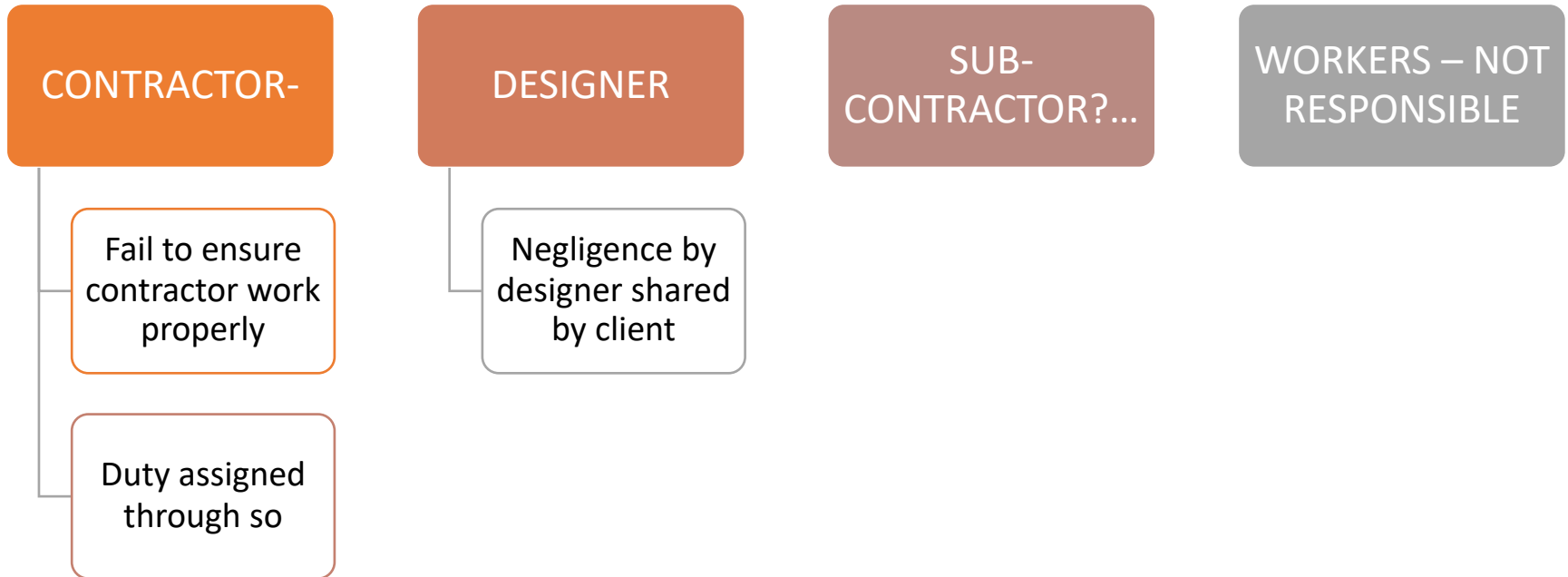


TO WHOM?

Parties in the contract

Parties not in the contract

CLIENTS



CONSULTANT - WHO?

- NEGLIGENCE
 - Advise(misstatement)
 - **Chin Sin Motor Sdn Bhd**
 - Negligent act
 - [D&F Estates Ltd. case](#)
 - [Murphy vs Brentwood District Council](#)
 - **Kerajaan M'sia v Cheah Foong Chiew & Ors**
 - **Teh Khem On & Anor v Yeoh & Wu Development Sdn Bhd**
 - **Dr Abdul Hamid Abdul Rashid**

NEGLIGENCE

- ENGINEER - ARCHITECT
 - PRE-DESIGN
 - SI, Survey
 - DESIGN STAGE
 - Design, Calculation And Untested Material
 - IN SERVICE
 - Advise, Consents from authorities
 - SUPERVISION
 - Inadequate attendance
 - Fail to detect defect works

CONTRACTORS

- EMPLOYER
 - The way works been carried out
 - Workers
- OCCUPIER
 - Invitee
 - Licensee
 - Trespasser

NEGLIGENCE TO WORKERS

NEGLIGENCE BY WORKERS (VICARIOUS LIABILITY)

NEGLIGENCE DUE TO BREACH OF STATUTORY DUTY –
insurance, SOSCO, OSHA

EMPLOYERS NEGLIGENCE

- Employing wrong workers
- Fail to ensure machines are in good condition & safe
- Fail to provide good working environment

OCCUPIER'S LIABILITY

- OCCUPER –Tort
 - Invitee – Mohd Sainudin
 - Chong Fah Lin v UEM
 - Dobb & Co v Heela
 - Licensee – Liable
 - Trespasser – Not Liable



OCCUPIER'S LIABILITY

- It does not impose any responsibilities towards trespassers
- Although a special case would probably be made if a child trespasser was injured due to the contractor's negligence, but this cannot be turned the other way round, permitting the builder to leave parts of his site in a deliberately dangerous condition to deter or trap trespassers.

WORKERS



No – if it is originated
from employer's fault



Yes – share some
burdens if he negligently
perform an act

PROOF OF NEGLIGENCE

- RES IPSA LOQUITUR
 - HOW AND WHY MAXIM APPLY?
 - Things that causes damage under the control of defendant
 - Will not happen if adequate precaution taken
 - Cluae of accident unknown
 - WHAT IS THE EFFECT?.
 - The burden of proof shift to defendant

DEFENCES

- **Volenti Non-fit Injuria**
- **Contributory Negligence**
- **Inevitable Accident**
- **Mechanical Faults**
- **Self Defence**



HIGHLAND TOWER

CASE HISTORY

- [Highland Tower](#) Block 1
- Collapse of a 14-storey condominium block on 11 December 1993 killing 48 people.



Court: Local councils cannot be held liable



Justice Abdul Hamid:
'Projects will stall. The local
council may go bust'

> FROM PAGE 1

The court was unanimous in allowing the MPAJ's appeal to set aside the Court of Appeal's decision holding the MPAJ 15% responsible for the pre-collapse period.

As for the post-collapse liability, it dismissed with a 2-1 majority the cross-appeal by the 73 residents of Block Two and Three against the Court of Appeal's ruling that the MPAJ was not liable for losses suffered during the post-collapse period. Justice Shim gave a dissenting judgment.

Justice Abdul Hamid Mohamad said that if the local councils were made liable, it would open the floodgates to further claims for economic loss, and this would deplete the council's resources meant for the provision of basic services and infrastructure.

"Projects will stall. The local council may go bust. Even if it does not, is it fair, just and reasonable that taxpayers' money be utilised to pay the 'debts' of such people?"

"In my view, the answer is



TERRIBLE DISASTER: The two collapsed blocks of the Highland Towers condominium is shown in this file photograph taken on Dec 11, 1993.

no," he said.

In overturning the trial judge's decision to allow the post-collapse claims, Justice Abdul Hamid said vandalism followed every disaster, natural or otherwise, in undeveloped, developing or developed countries.

"Recent events showed that even the most-powerful military and the best-equipped police force in the richest and most-developed country in the world were unable to prevent it," he said.

"In my view, the provision of basic necessities for the general

public has priority over compensation for pure economic loss of some individuals, who are clearly better off than the majority of the residents in the local council area," he said.

He said a local council has an endless list of duties to perform for its residents and relied mainly on assessment rates and fees for licences.

Justice Arifin concurred with Justice Abdul Hamid's findings.

In his dissenting judgment on the post-collapse liability, Justice Shim said the MPAJ could not seek shelter in Section

95(2) of the Street, Drainage and Building Act because this was a case of negligence in failing to formulate and implement the master drainage plan so as to ensure the stability and safety of the adjacent Blocks Two and Three.

He said there was an assumption of responsibility by the MPAJ to do what it had promised.

"I do not think it would be in the public interest that a local authority such as the MPAJ should be allowed to disclaim liability for negligence commit-

ted beyond the expansive shelter of Section 95(2) or other relevant provisions of the Act nor would it be fair, just and reasonable to deprive the respondents of their rightful claims under the law," he said.

In 2000, High Court Judge James Foong ruled for the 73, and apportioned liability as follows: Arab-Malaysian 30%, Metrolux and MBF Property Services together 20%, Highland Properties 15%, MPAJ 15%, draughtsman Wong Ting San 10% and engineer Wong Yuen Kean 10%.



Structure of building construct by using reinforced concrete columns, beams and slabs.



Building supported by rail piles with each columns being supported in at least 2 to 3 rail piles.

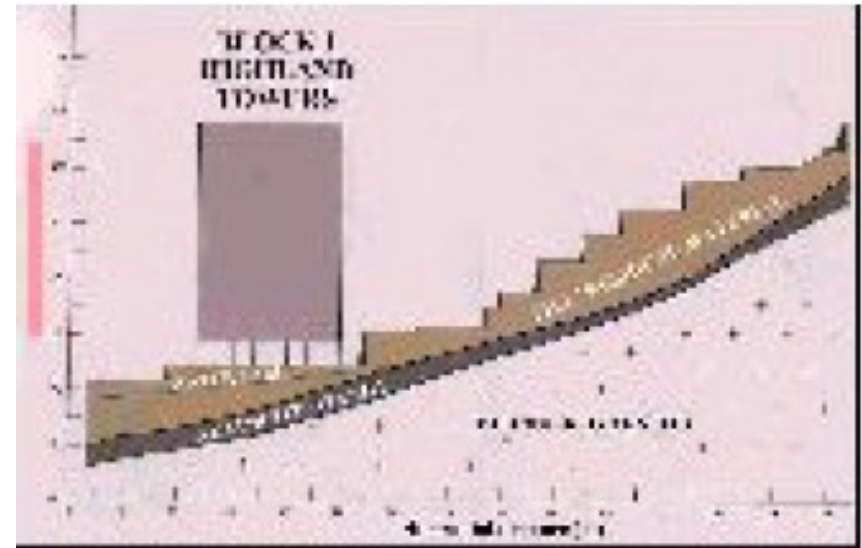


Fig 2. Original cross-section through Block 1

FINDINGS

- Collapse not due to natural disaster or act of God
- Act of sabotage was also ruled out by the police (no evidence of any explosive found)
- No significant inadequacy in the design of the super structure
- Slope and rubble walls behind, and in front of collapsed block were not properly designed and supervised
- Initial landslide of slope imposed additional pressure in soil resulted in the failure of rail piles foundation. (The design were never intended to carry any lateral load)

HIGHLAND TOWER

DEVELOPER

CONSULTANT ARCHITECT

ENGINEER

NEIGHBOURING PROPERTY OWNERS

LOCAL AUTHORITY

PARTIES CONTRIBUTORY TO THE COLLAPSE

DEFENDANTS WERE:

A) Developer/owner of the condominiums

- Fail to engage a qualified submitting person
- Proceeding with construction work without getting the required approval and without proper supervision
- Fail to implement and fully comply with the drainage plans approved by Department of Drainage and Irrigation (JPS)
- Fail to carry out proper maintenance of surface drainage behind condominiums

- **B) Consultant Architect**
- Failed in his duty as a consultant & had also refuse to comply with requirement imposed by the authorities on drainage of the area.

- **C) Engineer**
- Signing the road and drainage plans for the project though he did not design nor supervise the construction

- **D) Neighbouring Property Owners**
- Development carried out on their properties had resulted in changes to the direction of the natural water path resulting in the concentration of run-off water into the slope behind the collapse block

- **E) Local Authority**
- Weakness in complying with enforcement of the building by-laws due to lack of staff leading to approval of plans & CF.



PROFESSIONAL LIABILITY
BASED ON ABDUL HAMID'S CASE
commentary

Introduction

- Every young engineer goes out into the world after completing his formal academic training with lofty intentions of putting his newly acquired knowledge into practice.
- In the initial stages of his working life, he may invariably pick up many **shortcuts** from his superiors, colleagues and others involved in the trade.
- These so-called shortcuts, often euphemistically referred to as rules of thumb, presumptions or 'work-smart' practices, are supposed to get the job completed fast, with the minimum expenditure of resources.
- Such practices often lead to the **quality of the completed works being compromised and, in certain cases, loss of human lives as well.**
- At the end of the day, the engineer (or engineers) involved could face a string of costly professional negligence lawsuits as recently decided case illustrates.

Abdul hamid's case

- In the case of *Dr Abdul Hamid Rashid v Jurusan Malaysian Consultants* [1997] 3 MLJ 546, the plaintiffs were lecturers at a leading public university in the country. They had sought the expertise of the **first defendant**, a civil and structural consulting engineering firm, to draw up plans for a double-storey house that they wished to put up on a piece of land, Lot 3007, belonging to them.
- The **fourth defendant**, a professional engineer registered with the Board of Engineers, Malaysia (BEM) and proprietor of the first defendant at the material time, signed for plans for the house.
- The **second defendant**, the local authority with jurisdiction over the area in question, approved the plans, with its usual specifications and conditions.

The landslide

- Construction works commenced shortly thereafter and the plaintiffs moved into their completed house sometime in April 1985 even though the local authority had yet to issue a Certificate of Fitness (CF).
- Meanwhile at about the same time or shortly thereafter, the **third defendant**, a contractor, commenced construction of a bungalow on the adjacent Lot 3008. About 40 months later, on 18 September 1988, at about 3:00am, the plaintiffs were awoken from their slumber by an unusually loud sound.
- Later, it emerged that **approximately half of the house, the portion that was facing a river, had caved in as a result of a landslide**. The plaintiffs sued the defendants for **RM364,173.00** in damages for breach of contract and negligence.

liability

- In the event, the court assessed the **first and fourth defendants' liability as 60 percent.**
- Meanwhile, **the third defendant was found liable for the remaining 40 percent;** primarily because of the excavation works it carried out on Lot 3008 which contributed to the landslide that damaged the plaintiffs' house.
- The **second defendant** was however held to be **not liable** largely due to s 95 of the Street, Drainage and Building Act 1974 that exempted the said local authority from being sued for breach of statutory duty and negligence.

Implied terms

- Whenever an engineer's services are sought, an agreement would generally be signed between the engineer and his client. Such an agreement ought to spell out clearly details concerning the services required. In *Dr Abdul Hamid*, it emerged that the agreement entered into by the plaintiffs trusted the fourth defendant, a qualified civil engineer, to deliver a house that would meet their requirements, **including being safe for occupation**. Hence, a host of issues were not anticipated and reduced into writing.
- However, at the hearing, the court held that there was an implied term in the agreement that the fourth defendant, by publicly proclaiming himself as a consulting civil engineer to the general public, was **expected to take reasonable care and skill in the performance of his craft**.

Implied term: ground of decision

- The court in *Dr Abdul Hamid* held that the conditions set out in the case of *BP Refinery (Westernport) Pty Ltd v Shire of Hasing* [1978] 52 ALJR 20 concerning implied terms were fulfilled. In *BP Refinery*, the conditions to be fulfilled were enunciated in the following terms:

In their (Lordships) view, for a term to be implied, the following conditions must be satisfied: **it must be reasonable and equitable**; it must be necessary to give business efficacy to the contract, so that no term will be implied if the contract is effective without it; it must be capable of clear expressions; it must not contradict any express term of the contract.
- It is submitted that the process of implication is available whenever a binding contract has been entered into or made. This was decided in the Privy Council case of *Scancarriers v Aotearoa International* [1985] 135 New LJ 799 PC. In *Dr Abdul Hamid*, the agreement was formalized before the fourth defendant took the necessary steps to perform the engineering services sought by the plaintiffs.

Duty of care

- It requires no elaboration that **an engineer owes a duty of care**, foremost amongst others, to his clients.
- But the vexing issue often is: What is the requisite **standard of care** expected of the engineer in such situations?
- Generally, it is sufficient for the engineer concerned, **to exercise the ordinary skill of an ordinary engineer exercising their particular art.** This pronouncement has become known as the Bolam Test in legal circles.

The Bolam Test

- The Bolam Test was first enunciated in the case of [*Bolam v Friern Hospital Management Committee*](#) [1957\ 2 ALL ER 118 by McNair J at p 586 in the following words:

'Where you get a situation which involves the use of some special skill or competence, then the test as to whether there has been negligence or not is not the test of **the man on the top of a Clapham omnibus**, because he has not got this special skill. The test is the standard of **the ordinary skilled man** exercising and profession to have that special skill. A man **need not possess the highest expert skill**; it is well established law that it is sufficient if he exercises the **ordinary skill of an ordinary competent man exercising that particular art**.

APPLICATION OF BOLAM TEST

- The decision in that UK case has since become a part of Malaysian Law following its adoption in *Chin Keow v Government of Malaysia & Anor* [1967] 2 MLJ 45 and *Inderjeet Singh v Mazlan bin Jasmin & Ors* [1995] 3 CLJ 395.
- The ramifications of the Bolam Test are far-reaching and can prove to be the Achilles' heel for engineers who resort to shortcuts in their professional career, including the fourth defendant in the case of Dr Abdul Hamid.
- Since the case was decided, the fourth defendant's registration as a Professional Engineer with the BEM was terminated for breaching its rules governing the establishment of branch offices.
- However, it must be borne in mind that s 15(i) of the Registration of Engineers Act 1967 empowers the BEM to cancel or suspend the registration of an engineer if that engineer is found guilty of any conduct that it deems infamous or disgraceful.
- The said provision confers on the BEM sufficiently wide powers to act against an engineer who has been negligent in his or her professional conduct towards the client or employer concerned.

Cause of failure

In court, technical reports by two experts were tabled to explain the causes of the house failure. According to the first report, the failure was, in broad terms, attributable to the following:

- (a) the slope on which the house was built was steep with a gradient of about 45 degrees;
- (b) engineers advising on the building and construction of the house took little consideration in assessing the stability of the slope;
- (c) an excavation that was carried out on a neighbouring plot of land known as Lot 3008 at the material time by the third defendant - who was the contractor engaged in erecting a double-storey bungalow thereon - could have caused ground movement that presumably led to the support for the structure standing on Lot 3007 to be weakened;
- (d) heavy rainfall; and
- (e) toe erosion at the riverbanks bordering Lot 3007.

- **The first report** appeared to suggest that the lateral movement of the earth supporting the foundation triggered a chain of events that led eventually to a large part of the house vanishing in the early hours of 18 September 1988. This lateral movement was due to the infiltration of water that brought about a rise in the water table and a concomitant reduction in soil stability. It is worth mentioning here that the third defendant, the developer of the adjacent Lot 3008, was found to have allowed rainwater to artificially accumulate on his land as a result of excavation activities and consequently contributed to the soil failure. He also appeared to have interfered with the natural flow of rainwater by constructing transverse drains ending three quarters down the slope of Lot 3008.
- **The second report**, meanwhile, also acknowledged that the movement of soil caused the failure. But this report, however, appeared to suggest that the toe failure of the slope near the river, which substantially supported the original slope, was the primary cause of the calamity. Further, the second report questioned the assertion in the first report that the high water table was the primary cause of the failure.
- Despite the divergences in the professional stand adopted by the authors of the two reports, both appeared to be in general agreement that the professional input by the fourth defendant **fell far short of accepted engineering practice.**

Visual inspection

- In court, the fourth defendant testified that, 'dealing with soil is like taking out (sic) daily meal'. Based on his own testimony, 'by doing a visual inspection, one will be able to determine whether there is a need to undertake machine bore to obtain the subsoil material'.
- In the case of Lot 3007, **no subsoil was extracted for testing purposes**. Instead, the fourth defendant merely carried out a visual inspection of the slope and concluded that the slope, being a cut slope (as opposed to a filled embankment), did not require machine boring to obtain the subsoil samples. He had also observed that the slope was well done with a safe gradient. The fourth defendant also established that there was a river at the foot of Lot 3007. However, he felt that the river was some distance away from where the house was to be erected. In any event, he felt that there was drainage contribution by the original developer and, therefore, assumed that the authorities will channel the river.
- During the purported visual examination carried out at the proposed site before the commencement of construction, the fourth defendant took some samples in his hand and concluded that the soil is silty sandy soil and consequently, that it had good drainage properties, i.e. it is capable of draining very fast. As for the house, piling was recommended and carried out a short way from the slope to ensure, in the words of the fourth defendant, 'that the structure of the house would not place too much weight on the slope'.

SENSORY PERCEPTION VS DETAILED TEST

- The action of the fourth defendant revealed several glaring weaknesses that were admitted by him in the course of cross-examination in court. To begin with, the engineering properties, namely the shear strength, of the soil cannot be determined merely by looking at it. Yet, the fourth defendant chose to rely on his sensory perception rather than on detailed engineering tests to determine the soil characteristics.
- The authors of the two reports upheld current engineering practice by affirming that the determination of the shear strength of the soil was one of the crucial factors in determining slope stability. In the face of such persuasive evidence, the fourth defendant recanted his earlier assertion and admitted, 'I cannot ascertain the soil simply by looking at it'.

ERRONEOUS PROPOSITION

- Further, after 'establishing' that the soil at the site was silty sand, the fourth defendant went on to surmise that such soils had good drainage properties and tended to drain very fast. This was an erroneous proposition to begin with since the substratum soil material had not been put through even the most elementary of laboratory tests.
- At best, the fourth defendant had done a quick visual assessment of the soil particles on the surface of the site that was not, in all probability, fairly representative of the entire soil profile. But to conclude that the soil - being silty sand - has good drainage properties and that it drains very fast is, from accepted engineering practice, a great leap of faith.
- In the Unified Soil Classification System (USCS) by Wagner (1957) for instance, the percentage of the different types of soil particles and the degree of compaction are some of the numerous of the position of the water table in influencing slope stability; thparameters that are said to effect the drainage and seepage characteristics of a soil.

POSITION OF WATER TABLE

- The court also took cognizance of the fact that the two consultants' reports stressed the importance higher the water table, the greater the risk of a slope failure.
- Yet, the fourth defendant, by his own admission, did not make any assumption concerning the position of the water table in preparing the plans for the house.

NO PLACE FOR PRESUMPTIONS!

- It was also noted that the fourth defendant made no provision for the river that was flowing nearby. In particular, he has assumed that the 'general development would have taken the river into consideration; and that the government will channel it since the owner pays drainage contribution
- The court rebuked the fourth defendant for adopting such a cavalier attitude in the following words, 'presumptions have no place in this trade particularly when structures to be erected thereon must be able to withstand and accommodate natural and existing forces.'
- The court felt that the fourth defendant should have at least brought the matter to the attention of the owner, together with the expected cost implications, rather than making uncalled for and unsupported assumptions.

STANDING ON THIN ICE

- Finally, without carrying out a proper slope stability analysis, the fourth defendant had assumed that the cut slope with an angle of 45 degrees was safe enough for construction work to proceed, considering that there was only minimal provisions for piling.
- This is akin to standing on thin ice as current findings suggest that the critical slope angle in the fine-grained soils is 45 degrees, and even that only holds true in the case of an infinite slope failure mechanism.

STANDARD OF DUTY

- *Steven Phoa Cheng Loon v Highland Properties Sdn Bhd & Ors* [2000] 4 CLJ 508, better known as the *Highland Towers Case*, the learned judge had the following to say:
Surely the primary consideration for the construction of any building, or structure for that matter, besides the aesthetic aspect, is the safety of the building. To achieve this, the condition of the land on which the building is to be built as well as those in the vicinity must be considered and evaluated, particularly if it has potential to adversely affect the building that is being planned.
- Although the learned judge's remarks were intended at architects, it could apply equally well to engineers. Therefore, an engineer must carry out his work with reasonable skill and care, taking into account the possible impact of the surrounding area on the building or structure, and vice versa.
- The Code of Professional Conduct contained in Pt 4 of the Registration of Engineers Regulations 1990 places a similar onus on Registered Engineers by requiring them to discharge their duties to their employers and clients with complete fidelity, as well as with full regard for general public interest.
- In short, the Code requires every engineer to uphold the dignity, high standing and reputation of the engineering profession at all times.

Conclusion

- In discussing the case of Dr Abdul Hamid, the writer had sought to underscore the perils likely to confront engineers who resort to shortcuts, presumptions and 'work-smart' practices in their professional career.
- To begin with, human lives could be at risk. Besides, the likelihood of being subjected to costly professional negligence suits looms particularly large for those who resort to such practices.
- Furthermore, such engineers could find their licenses to practise withdrawn by the regulatory body, namely the BEM. In order to avoid such unpleasant outcomes, engineers ought to adhere strictly to the Code of Professional Conduct as enshrined in the Registration of Engineers Regulations 1990 and seek to constantly update themselves on new developments in their area of expertise through continuing professional development programmes.
- Even if engineers heed this call, there is no absolute guarantee against untoward outcomes. However, the risks involved can certainly be minimized.