13-830. Implied warranty to use reasonable skill.

When a person undertakes to practice a trade or to do a kind of work which requires some learning, special training or experience, [~~[he] [she]~~]worker is obligated to exercise that degree of skill which a reasonably prudent person skilled in such work would exercise in the circumstances.

USE NOTES

UJI 13-829 NMRA and UJI 13-830 are similar in their statement of the standard of performance required by contracts to perform services. Either or both may be used as appropriate to the evidence and the pleadings.

[Adopted, effective November 1, 1991; as amended by Supreme Court Order No; as amended by Supreme Court Order No. S-1-RCR-2025-00126, effective for all cases pending or filed on or after December 31, 2025.]

Committee commentary. — New Mexico implies in every contract to perform services a warranty that those services will be rendered in conformity to the standard of care within the profession or trade. *Clear v. Patterson*, 1969-NMCA-091, ¶ 5, 80 N.M. 654, 459 P.2d 358[~~(1969)~~]; *State ex rel. Risk Mgt. Div. v. Gathman-Matotan Architects & Planners, Inc.*, 1982-NMCA-130, ¶¶ 15-17, 98 N.M. 790, 653 P.2d 166[~~(Ct. App. 1982)~~], cert. quashed, 99 N.M. 47, 653 P.2d 878 (1982). While the standard of performance required by the warranty sounds in tort, its origin is the contractual undertaking.

[As amended by Supreme Court Order No. S-1-RCR-2025-00126.]