

# Professional and legal issues: surgical misadventure

*Euthanasia is an especially traumatic time for clients and can result in emotionally tense situations for the owners and veterinary professionals. Ensuring ownership and gaining informed consent is an essential part of any veterinary undertaking, and registered veterinary nurses have professional responsibility to maintain detailed record keeping of any conversations they have with owners. This article considers and discusses the range of legal, professional and ethical issues associated with gaining appropriate consent for veterinary procedures during a difficult and emotionally charged situation.*

The status of the veterinary nurse is developing from that of a vocation towards that of a profession. One step towards this in the UK is the non-statutory register for veterinary nurses and the associated disciplinary committee. Accountability is a key area in this change (Hamlin, 2011) and veterinary nurses now need to be equipped to

their professional responsibilities are. This article discusses a fictitious scenario which poses a number of professional legal and ethical issues that affect registered veterinary nurses (RVNs) and veterinarians.

## Box 1

A 1-year-old West Highland white terrier, presented without previous warning at 2100 hours following a road traffic collision (RTC) that had taken place approximately 4 hours earlier. He was brought in by the registered owner's daughter, as the elderly owner was too infirm and upset to come her practice, stating that the matter had been discussed with her mother of the patient, and that euthanasia had been decided. The RVN telephoned the veterinarian and, using the authority of the consent provided over the telephone, the veterinarian agreed and the RVN euthanised the patient.

The RVN took a call from the owner's other daughter who lived in America at 0600 hours, who stated that she would cover all costs incurred on behalf of her mother's dog. The situation was explained, resulting in verbal abuse to the RVN and accusing the practice of acting hastily.

Joanne Lee BA (Hons), RVN, Student on the Graduate Diploma in Professional and Clinical Veterinary Nursing at the Royal Veterinary College. Perdi Welsh BSc (Hons), DipAVN, CertEd RVN is Lecturer in Veterinary Nursing and Martin Whiting BSc BVetMed MA MRCVS FRSA is Lecturer in Veterinary Ethics and Law, both at the Royal Veterinary College, London

under (s4 (1)) of this legislation, which consolidated controls on veterinary medicines previously part of The Medicines Act 1968 (Veterinary Medicines Directorate, 2011). This legislation outlines the status of drugs and the qualifications of persons able to handle them. The RVN is authorised to draw up and administer Euthatal (pentobarbital) POM-V, a barbiturate schedule 3 drug (British Small Animal Veterinary Association, 2012), if directed by and working under the responsibility of a prescribing veterinarian. Legally, this legislation puts the onus for



as the veterinarian and early in her career was not aware of the implications of her actions. This, however, would not be an acceptable excuse, as Earle (2006) states that in law, an individual must take responsibility for their own actions. Prior to undertaking any procedure an RVN must ensure that they have the correct skills, competence and authority to carry out that task. The fact that the elderly owner allowed her daughter to bring her dog to the practice, displays some element of owner consent. But under the circumstances, with the severity of the outcome of euthanasia, a much higher standard than 'implied consent' needs to be employed.

## Contract law

Earle (2006) argues that consent is evidence that a contract exists between the veterinary practice and the client; furthermore, Dye (2006) states that consent to treatment can be described as the client entering into a contract with the veterinary surgeon and practice. However in this case the point of consent is not established, therefore, does a contract exist?

There are four essential criteria for establishment of a contract:

- z Capacity — ability to understand actions entered into
- z Intention to be legally bound — both parties intent on entering into binding agreement
- z Offer and acceptance — one party makes an offer; another party accepts said offer
- z Consideration — parties must exchange something of value.

Turner (2004) states that an offer can be defined as 'a statement of intent by the offerer to be legally bound by the terms of the offer if it is accepted, and the contract exists once acceptance has taken place'. Additionally, Dye (2006) states that by discussing estimated costs (which this veterinarian did, including both treatment and euthanasia) the veterinary surgeon is establishing consideration for the service, creating a contract with the client. Therefore one can argue that a contract has taken place between the daughter and the practice, even though at this time no money has been exchanged.

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