

ROYAL COLLEGE OF VETERINARY SURGEONS

V

PAUL MARK HALLUM MRCVS

FINDINGS

Mr Paul Mark Hallum MRCVS appeared before the Disciplinary Committee of the Royal College of Veterinary Surgeons on the following charge:

That being registered in the Register of Veterinary Surgeons and whilst in practice at Green, Forster & Hallum, 107 Carisbrooke Road, Newport, Isle of Wight:

- (1) on a date unknown between 20 September 2004 and 13 October 2004, you drafted and allowed to be sent on your behalf a certificate relating to Noah, a gelding belonging to Mrs Fiona King, which certificate you knew was intended to be used by Mrs King in making a request to her insurers to remove certain exclusions from Noah's insurance policy, and in which certificate you:**
- (i) failed to refer to treatment given to Noah between November 2002 and September 2004, when you knew or ought to have known that such treatment had been given; and/or**
 - (ii) failed to include a date on the certificate.**

And in relation to the facts alleged, you have been guilty of disgraceful conduct in a professional respect.

The Committee heard about a nine-year old gelding named Noah, owned by Mr and Mrs King. In November 2002, Noah was examined by Mr Hallum at the request of Mrs Fiona King for intermittent hind leg lameness. Following his initial examination and treatment Noah was referred to the Liphook Equine Hospital where a comprehensive investigation, including scintigraphy, was carried out. The diagnosis was that Noah was suffering from a sacroiliac strain. Treatment consisted of stable rest for a month and a course of phenylbutazone. On 23 December 2002 Mr Hallum re-examined Noah prior to turnout and the clinical records state that there was no apparent lameness.

On 4 May 2004 Dr Ian Green MRCVS, a partner of Mr Hallum, made an out of hours visit as Noah had 'put his back out again', having collapsed when mounted. Dr Green prescribed a course of phenylbutazone and Mrs King was instructed to inform the practice if the trouble persisted. Dr Green verbally reported his visit and treatment of Noah to Mr Hallum. Following this episode Mr Hallum wrote to physiotherapist Ms Amanda Sutton giving a short history of the recent episode, intending that Ms Sutton should see Noah for physiotherapy. Ms Sutton saw Noah on 21 May 2004 and carried out an assessment and treatment. In

evidence she stated that she would have verbally communicated her findings to Mr Hallum. Mrs Sutton regularly worked in conjunction with Green, Forster & Hallum and their clients. Further visits by Ms Sutton's colleague, Ms Elle Tisch, were carried out on 28 May and 28 June 2004. Ms Tisch then wrote to Mr Hallum to confirm his ongoing permission to assess and treat Noah and other horses belonging to Mr and Mrs King.

On 21 September 2004 Mrs King telephoned her insurers, NFU Mutual Society Ltd, to ask that the exclusions which had been imposed on Noah's insurance policy on 22 January 2003 in respect of the lameness incident in November 2002 could be lifted. Mrs King said she would ask her veterinary surgeon to write a letter confirming that Noah was in good health, so that the insurers could review the exclusions. On the same day, Mrs King telephoned the practice of Green, Forster & Hallum and left a message with the receptionist, Ms Victoria Sarah Matthews who made a note in the practice message book. The message read as follows:

' Paul F. King – letter but don't include the slip in field. But 2 year old injury is all cleared up. Is this possible. [Therefore] insurance company will remove exclusions. W)521311'.

At an unknown earlier date in September 2004 Mrs King had spoken to Mr Hallum who agreed to write a report on Noah's current state of health in order to have the insurance exclusions removed.

On or shortly before October 12 2004 Ms Mellon, the practice administrator, telephoned Mr Hallum whilst he was on his rounds saying that Mrs King had telephoned again asking for the letter he had promised to write. Mr Hallum immediately dictated a certificate over the telephone, instructing Ms Mellon to pp it and send it to Mrs King.

Around this time, Mrs Heather Mills had agreed to purchase Noah from Mr and Mrs King on condition, amongst other things, that the exclusions on his insurance policy were lifted. On 12 October 2004 a faxed copy of the certificate that was dictated by Mr Hallum was received at the NFU Mutual Insurance Society's Office. This certificate, which was undated and pp'd by Ms Mellon on behalf of Mr Hallum, stated 'that to his knowledge the horse had not suffered from any further lameness episodes relating to the incident in November 2002 and was currently in good health'. On the basis of this certificate and the letter from the NFU Mutual Insurance Society stating that the exclusions would be reviewed, Mrs Mills then completed the purchase of Noah for £4,000. Mr Hallum stated in his evidence that he was unaware Noah was being sold.

Mrs Mills commissioned a pre-purchase veterinary examination which was performed on 30 September 2004 and concluded that there *'was no clinically discoverable disease, injury or physical abnormality other than some insignificant minor lesions'*.

In May 2005 Noah became lame on his left foreleg and in August 2005 was diagnosed with classic navicular disease. On 26 June 2005, Mrs Mills telephoned Mr Hallum enquiring whether Noah had suffered any further lameness episodes after the incident in November 2002. Mr Hallum looked at Noah's clinical records and recounted a single visit made by Dr Green in May 2004 and follow up physiotherapy by Ms Sutton and Ms Tisch. There were no other veterinary treatments recorded in the relevant period.

On 11 October 2005, Mrs Mills wrote to Mr and Mrs King asking them to explain the inconsistency between Mr Hallum's certificate and the fact that Noah had indeed been treated in the relevant period by Dr Green. Mrs Mills requested a meeting with Mr Hallum and Dr Green so that this inconsistency could be answered. Mr Hallum was reluctant to meet face to face with Mr and Mrs Mills, and so this meeting took place on 23 November

2005 with only Dr Green present. Dr Green was able to answer a number, but not all of the questions raised by Mr and Mrs Mills. Dr Green reported at this meeting that the certificate written by Mr Hallum, with no date, was poor practice.

Mrs Mills was concerned to discover that Noah had received treatment that had not been referred to in Mr Hallum's letter. In his letter to the RCVS of 19 April 2006, Mr Hallum wrote *'I admitted my mistake with ref. my letter to the insurance company. I dictated the letter whilst on my rounds and it was signed on my behalf by my practice administrator. I was not 'pressurised into' writing the letter other than by the pressures of daily life in a busy mixed practice. I admit that this was wrong with the benefit of hindsight and will not do this again.'*

Mr Hallum had joined the practice as an assistant in 2001 and was interested in developing the equine side of the practice, which at the time represented 30 per cent of his work. He stated in evidence that he was keen to modernise practice procedures when he became a partner in June 2004. Many of his ideas for change were resisted by Dr Green despite him building up a substantial equine practice.

Mr Hallum gave evidence that the message in the practice message book on 21 September 2004 had not been brought to his attention and the first time he saw it was after he had been shown a copy of Dr Green's statement for the RCVS in December 2006. Shortly after this Mr Hallum decided to resign his partnership to take effect from 30 June 2007, because of a deteriorating relationship with Dr Green.

Mr Hallum gave evidence that neither he nor Mrs Mellon were aware of the message in the message book. He stated that he worded this certificate based on memory as he was the principal practitioner in the practice dealing with horses. However, he admitted that this was a mistake because he should have referred to the clinical records, or instructed Ms Mellon to do so, which would have reminded him of the visit made to Noah by Dr Green on 4 May 2004. In evidence he said that he knew he had not personally attended Noah and foolishly thought he could recall the history from memory. He further stated that there was no intention to mislead the insurance company and had not been asked by Mrs King to omit anything from this certificate.

The Legal Assessor advised that the allegation that he knew of the treatment in 2004 and deliberately left it out is tantamount to an allegation of fraud and the Committee should take particular care before finding fraud proved. Before they could do so, they must feel sure upon the evidence they have heard that Mr Hallum is guilty. Anything less than that would not do. If they were not sure, then they must acquit him of the allegation.

The Committee would have found it helpful if Mr and Mrs King and Mrs Mellon had been present to give evidence to throw light on Mr Hallum's intentions.

The Committee was not convinced there was sufficient evidence to support the allegation that Mr Hallum remembered when he was dictating the certificate to Ms Mellon, that Noah had been treated since November 2002. However, Mr Hallum admitted that he ought to have known that such treatment had been given. He also admitted that there was no date on the certificate. It is the Committee's view that the accuracy of any document bearing the name of a member of the RCVS, acting in their professional capacity, is of the utmost importance. Mr Hallum should have consulted the clinical records or at least instructed Ms Mellon to examine them whilst on the telephone. Mr Hallum agreed it was unacceptable to supply any certificate which had not been dated, checked for accuracy nor signed by the veterinary surgeon himself. The Committee felt that this was far below the standard to be

expected of any veterinary surgeon and therefore concluded that Mr Hallum's actions did constitute disgraceful conduct in a professional respect.

In mitigation the Committee was presented with a considerable number of testimonials from clients and fellow veterinary practitioners. They also heard of the current significant financial burdens of Mr Hallum, the dissolution of the partnership Green, Forster and Hallum and his continuing personal problems.

The Committee heard no evidence to convince them that Mr Hallum's actions were intended to be misleading. He admitted that Mrs King wanted the exclusions lifted but there was no evidence that he was aware that Mrs King intended to sell the horse. In June 2005 when Mrs Mills rang Mr Hallum to inquire into the clinical history of Noah, Mr Hallum readily provided all the information that was on the clinical record and the practice files, which included the treatment by Dr Green and the physiotherapy applied by Ms Sutton and Ms Tisch.

In considering the appropriate sanction the Committee wishes to make it clear the importance and status of any document signed by a veterinary surgeon that another body may rely on. Any deliberately inaccurate information contained in such documents which are subsequently referred to the Disciplinary Committee will result in a severe penalty for the veterinary surgeon concerned. However, in this case the Committee find that although Mr Hallum should have consulted his clinical records, personally checked, signed and dated the certificate, he genuinely believed the contents were correct and that he was not aware it would be used to assist in the sale of the horse.

Therefore the Committee took an unusually lenient view when considering the appropriate sanction and also took into account the financial circumstances of Mr Hallum. The Committee were also mindful of previous decisions by the Privy Council regarding financial implications. The Committee therefore ordered the Registrar to suspend Paul Mark Hallum from the register for a period of two calendar months.

DISCIPLINARY COMMITTEE

20 JUNE 2007