

Veterinary Liens in Alabama

Liens are rights in property to secure the payment of a debt. A possessory lien is a lien on the property that is in the possession of a creditor. If you take your car to the automobile repair shop, that mechanic has a possessory lien on your car to secure payment of the repair bill.

Similarly, Alabama Code §35-11-390 sets forth a possessory lien in favor of a veterinarians treating animals. Such liens extend to every animal kept, fed, treated, or surgically treated or operated on by a veterinarian while in his or her custody, if the veterinarian is under contract with the owner of such animal to provide such services. This lien for keeping, feeding, treating or surgically treating or operating on an animal continues until the charges incurred are paid. In addition, the veterinarian has the right to retain such an animal until charges that are due are paid.

Alabama Code § 35-11-391 sets forth the procedure for the enforcement of such a lien. Generally, if a bill is unpaid 10 days after a written demand has been sent to the owner of the animal by registered or certified mail, with return receipt requested, the veterinarian is authorized to sell the animal either at public or private sale. The address to be used should be that of the address given to the veterinarian when the animal is delivered to the veterinarian. If the veterinarian is unsuccessful in selling such an animal within 15 days of the date of the demand for payment the veterinarian may dispose of such animal in any other manner that he or she deems proper.

Any amount received by the veterinarian in excess of the amount due him or her when disposing of the animal, must be returned to the owner.

No special legal proceedings need to be initiated to provide for such a lien and its enforcement. However, there are several things that a veterinarian can do to enhance his or her right to enforce such a lien and comply with the statute.

It is imperative to have a current address for the client for the required notice. It is good practice to have clients verify whether their address has changed since their last visit. This question can be easily asked by staff anytime during the treatment procedure while the file is readily available. The statute specifically indicates that if the written notice is addressed to the owner at the address given when the animal is delivered to the veterinarian, the veterinarian will not be liable for disposal of an animal in accordance with the procedure in the statute if actual notice does not reach the owner.

The veterinarian must also be "under contract with the owner of such animal" under the statute. Although the statute does not specify a written requirement, it is always wise to have a client's written authority to provide services, particularly when those services include surgery or other expensive procedures. This is a good idea not only to demonstrate that there is a contract for the lien statute, but also to prevent any issues regarding authorization to incur costs when treating an animal, or the scope of that authority if other procedures are performed on the animal that were not initially contemplated by the proposed treatment. However, just because there is no written agreement regarding the services rendered does not mean that the owner has not contracted with

veterinarian for services. There would be an implied contract in situations where the owner gives access to the veterinarian to perform certain procedures, or board an animal.

Veterinarians may also want to consider giving notice of his or her rights under this lien statute to clients in some form. Reminding clients against whom liens are enforced that they were previously notified of the possibility of such a lien mutes any argument that they were unaware of same and were taken by surprise unfairly. Such a notice could be posted in an appropriate place at a clinic, on receipts provided to clients for services rendered, or other appropriate places.

Also, be aware of the sister statute to the veterinary lien provisions of the Alabama Code that is found in § 34-29-86. This section of the Code applies to the disposition of abandoned animals. Under this statute, "abandoned" means, "to forsake entirely, to neglect, or refuse to provide or perform the legal obligations for care and support of an animal by its owner or by his or her agent." The owner of an abandoned animal relinquishes all of his or her rights and claims to the animal. However, abandonment does not relieve the owner of any financial obligation for treatment, boarding, or other veterinary care. Similar to the lien statute, an animal will be deemed abandoned if its owner does not claim ownership 10 days after written notice by registered or certified mail to the owner's last known address. Animals being abandoned under this statute may be turned over to the nearest humane society or dog pound, or sold to collect any liens pursuant to code sections above.

In addition to the liens described above, there are also liens in Alabama with respect to the provision of services provided by livery stables or other places for feeding and caring for stock for pay; premises owners for grazing, feeding, boarding, and training of animals; and liens related to reproductive services.

Although the liens described in this article are a last resort to receive payment for services rendered, it is helpful to be familiar with them so they can be used in circumstances where such measures might be appropriate.

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