


PROVIDENCE HOSPITAL,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff	)	BALDWIN COUNTY, ALABAMA
)	
VS.)	
	)	AT LAW
MRS. A. E. BUZBEE, a/k/a)	
MRS. ALFRED BUZBEE, a/k/a)	
MRS. VIRGINIA ANN BRELAND)	
BUZBEE,)	
)	
Defendant	)	CASE NO. 5388

Comes now the Defendant in the above styled cause, demurrers having been sustained to Plea No. 4, amends the said plea so as to read as follows:

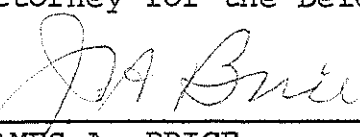
4. And for further answer to the complaint filed herein against her, the Defendant, by way of recoupment, claims of the Plaintiff the sum of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, as damages, for that heretofore on, to-wit, February 24, 1961, the Plaintiff was engaged in the business of conducting a hospital in Mobile County, Alabama, for the treatment of patients requiring operations, and other medical treatments, and for a reasonable compensation, the Plaintiff undertook, contracted, promised and agreed to properly nurse and care for the defendant, who was admitted to the said hospital on said date for the purpose of undergoing an operation, and the Plaintiff further undertook, contracted, promised and agreed to properly nurse and care for the Defendant during her recovery from said operation. Defendant further avers that it was a term of the said contract between Defendant and Plaintiff, and the Plaintiff, for a consideration, undertook and promised that the Plaintiff in performing the said nursing and caring services, would exercise reasonable care and skill in the manner and method of

Vol. 44 p. 381-A

the performance of their duties under the agreement. Defendant avers that the Plaintiff after entering into said contract did undertake to properly nurse and care for the Defendant at the time and place hereinabove set out, but that the Plaintiff breached said contract hereinabove referred to and failed to carry out its agreement and promise constituting a term of said contract, in this: the Plaintiff's servants, agents, or employees, who were then and there in charge and control of the Defendant, and who were then and there acting within the line and scope of their authority as such agents, servants, or employees of the Plaintiff, conducted themselves in and about the post-operative treatment of the Defendant so that unsanitary conditions were allowed to exist and the Defendant was exposed to the highly contagious staphylococcic germ; the Defendant was caused to be exposed to persons or a person who was dying and did die, of staphylococcic infection, in that the Defendant was forced to share a bathroom and toilet facilities with said highly infected person, whom the Plaintiff failed to isolate; Defendant as a result of the Plaintiff's breach of the terms of the contract, was caused to spend time in the hospital, Defendant was permanently injured, Defendant was caused to spend and will be forced to spend in the future, great sums of money for treatment of said condition; Defendant endured physical pain and mental anguish and will continue to endure such physical pain and mental anguish in the future, due to the nature of this condition; Defendant was caused to live a restricted life due to the aforesaid staphylococcic infection, hence this suit.



J. M. MATRANGA
Attorney for the Defendant



JAMES A. BRICE

P. 381-B

I have served a copy of the above amendment on
Honorable Paul Brock and John Chason, Attorneys for the
Plaintiff, by mailing copy of said amendment to their offices,
postage prepaid, this the 11 day of August,
1965.



J. M. MATRANGA

FILED

AUG 12 - 65

CLERK
REGISTER

P. 381-C

PROVIDENCE HOSPITAL,	§	IN THE CIRCUIT COURT OF
Plaintiff,	§	BALDWIN COUNTY, ALABAMA
	§	AT LAW
vs.	§	
	§	
MRS. A. E. BUZBEE, a/k/a	§	
MRS. ALFRED BUZBEE, a/k/a	§	
MRS. VIRGINIA ANN BRELAND	§	
BUZBEE,	§	
Defendant.	§	CASE NO. 5388
	§	

Comes now the Plaintiff in the above styled cause and demurs to plea four as last amended and assigns the following separate and several grounds, viz:

1. That such plea does not state sufficient facts to constitute a cause of action against the Plaintiff.
2. That no facts are alleged to show that the matters complained of in said plea and the matters complained of in the complaint arose from the same transaction.
3. That it affirmatively appears from Plea No. 4 that the damages sought in said plea did not arise from the same transaction as set out in the Plaintiff's complaint.
4. That no facts are alleged in such plea to show that there was any valuable consideration passing from the Defendant to the Plaintiff.
5. That no facts are alleged to show that the Plaintiff was under any duty to isolate the person to whom the Defendant was exposed.
6. That the terms of the contract or the legal substance thereof upon which the Defendant relies are not sufficiently set forth.
7. That there is no allegation in such plea that the Defendant has complied with all conditions precedent to her right to sue upon said contract.

281-D

8. That it does not appear with sufficient certainty wherein Plaintiff breached any contract it entered into with the Defendant.

9. No facts are alleged to show sufficient casual connection between the Plaintiff's alleged breach of said contract and the injuries and damages allegedly suffered by the Defendant.

10. That it is not alleged whether the contract referred to was oral or in writing.

11. For aught that appears, the proximate cause of the injuries and damages alleged by the Defendant was an intervening agency over which the Plaintiff had no control and as to which it owed no duty.

12. For aught appearing, Plaintiff, at the time of the alleged breach, was a corporation organized under the provisions of the Alabama Non-Profit Corporation Act, being found in Title 10, Section 203, et. seq., 1940 Code of Alabama.

13. For aught appearing, Plaintiff was at the time of the alleged breach of contract, a county hospital organized and operating under the provisions of Title 22, Section 204 (18) et. seq., 1940 Code of Alabama.

14. For aught appearing, the Plaintiff was, at the time of the alleged breach of contract, a hospital association organized under the provisions of Title 22, Section 204 (11) et. seq., 1940, Code of Alabama.

15. For aught appearing, the Plaintiff was a corporation organized under the provisions of Title 22, Section 204, et. seq., 1940, Code of Alabama and operated by a county of the State of Alabama in the performance of its governmental functions.

16. That said plea alleges that it is in further answer to the complaint and a plea of recoupment is not defensive, but is a separate cause of action attended with the same rights and subject to the same defenses as an original complaint.

17. That such plea claims damages for a breach of contract and it is affirmatively shown that the alleged breach is supposed to have occurred in February 1961 while the original plea of recoupment filed in said cause was filed on March 7, 1963 and such plea in effect is a cause of action in tort and is barred by the statute of limitations of one year.

18. That such plea fails to allege in what manner the agents, servants or employees of the Plaintiff conducted themselves in and about the post-operative treatment of the Defendant so that unsanitary conditions were allowed to exist.

19. The allegation in such plea that the agents, servants or employees of the Plaintiff conducted themselves in and about the post-operative treatment of the Defendant so that unsanitary conditions were allowed to exist charges such agents, servants or employees with negligence out of which would arise a tort action and such plea cannot be filed more than twelve months after the time such incident occurred.

20. Such plea alleges that the Defendant was forced to share a bathroom and toilet facilities with a person highly infected with a staphylococcic infection but fails to allege that the Plaintiff did so.

21. That such plea fails to allege that the Defendant was infected as a result of the actions of the Plaintiff.

22. That such plea does not allege how much time the Defendant was caused to spend in the hospital.

23. That such plea does not state in what manner the Defendant was permanently injured.

24. That such plea alleges that the Defendant was caused to spend money for treatment of said condition but does not state what condition is referred to.

25. That such plea states that the Defendant suffered pain due to such condition without stating what condition is referred to.

26. That such plea alleges that the defendant was caused to live a restricted life due to the aforesaid staphylococcic infection while the only staphylococcic infection above referred to was the infection of the other person.

27. For aught appearing, said plea is not based upon the same transaction as that set out in the plaintiff's complaint.

28. For that no facts are alleged showing that said plea and the complaint in this cause are based upon the same transaction.

29. For that the allegation of the breach of the contract is not the same as the promise alleged.

30. For that there was no implied contract such as is alleged in said plea.

31. For that the obligation to exercise reasonable care and skill as alleged in said plea was a duty implied by law actionable only in tort, but was not a term of any implied contract.

Further comes the plaintiff and, for separate and several additional grounds of demurrer, re-assigns each ground heretofore previously assigned to Plea 4 prior to its last amendment, these being original grounds 1 through 31, inclusive, separately and severally.

HAND, ARENDALL, BEDSOLE,
GREAVES & JOHNSTON

By: Paul W. T. [Signature]

CHASON, STONE & CHASON

By: [Signature]
Attorneys for said Plaintiff

NOTICE

You are hereby notified that the foregoing demurrer will be heard on argument on the morning of Thursday, August 26, 1965 before the Honorable Telfair Mashburn, Judge, Circuit Court of Baldwin County, Alabama.

Paul W. Brock
Paul W. Brock

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing demurrer has been served on Joseph M. Matranga, Esq., attorney for defendant, by depositing same in the United States Mail, postage prepaid, addressed to Mr. Matranga at his office in Mobile, Alabama on this, the 19th day of August, 1965.

Paul W. Brock

FILED

AUG 23 1965

ALICE L. DICK, CLERK
REGISTER

381-H.

5288
DEMURRER TO PLEA FOUR

PROVIDENCE HOSPITAL,

Plaintiff,

vs.

MRS. A. E. BUZBEE, a/k/a
MRS. ALFRED BUZBEE, a/k/a
MRS. VIRGINIA ANN BRELAND
BUZBEE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 5388

FILED
AUG 23 1965
ALICE A. DICK, CLERK
REGISTER

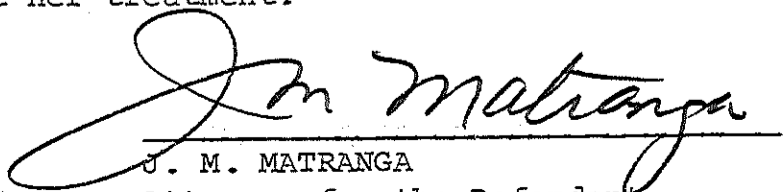
PROVIDENCE HOSPITAL,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
Plaintiff)	
VS.	)	AT LAW
MRS. A. E. BUZBEE, a/k/a)	
MRS. ALFRED BUZBEE, a/k/a)	
MRS. VIRGINIA ANN BRELAND)	
BUZBEE,)	
)	
Defendant	)	CASE NO. 5388

Comes now the Defendant in the above styled cause, demurrers having been sustained to Plea No. 4, amends the said plea so as to read as follows:

4. And for further answer to the complaint filed herein against her, the Defendant, by way of recoupment, claims of the Plaintiff the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), as damages, for that heretofore on, to-wit, February 24, 1961, the Plaintiff was engaged in the business of conducting a hospital in Mobile County, Alabama, for the treatment of patients requiring operations, and other medical treatments, and for a reasonable compensation, the Plaintiff undertook, promised and agreed to properly nurse and care for the Defendant, who was admitted to the said hospital on said date for the purpose of undergoing an operation, and the Plaintiff further undertook, promised and agreed to properly nurse and care for the Defendant during her recovery from said operation. Defendant further avers that it was a term of the said contract between Defendant and Plaintiff, and the Plaintiff, for a consideration, undertook and promised that the Plaintiff in performing the said nursing and caring services, would exercise reasonable care and skill in the manner and method of the performance of their duties under the agreement. Defendant avers that the Plaintiff after

entering into said contract did undertake and assume to properly nurse and care for the Defendant at the time and place hereinabove set out, but that the Plaintiff breached said contract hereinabove referred to and failed to carry out its agreement and promise constituting a term of said contract, in this: The Plaintiff's servants, agents, or employees, who were then and there in charge and control of the Defendant, and who were then and there acting within the line and scope of their authority as such agents, servants, or employees of the Plaintiff, so wantonly conducted themselves in and about the post-operative treatment of the Defendant so that unsanitary conditions were allowed to exist and the Defendant was wantonly exposed to the highly contagious staphylococcic germ; the Defendant was caused to be wantonly exposed to persons or a person who was dying and did die, of staphylococcic infection, in that the Defendant was wantonly forced to share a bathroom and toilet facilities with said highly infected person, whom the Plaintiff wantonly failed to isolate; Defendant as a result of the Plaintiff's breach of the terms of the contract, was caused to be wantonly injured, to spend time in the hospital, Defendant was permanently injured, Defendant was caused to spend and will be forced to spend in the future, great sums of money for treatment of said condition; Defendant endured physical pain and mental anguish and will continue to endure such physical pain and mental anguish in the future, due to the nature of this condition; Defendant was caused to live a restricted life due to the aforesaid staphylococcic infection, all the foregoing as a proximate result of Plaintiff's wantonness in and about her treatment.

FILED
NOV 28 1965
ALICE L. DICK, CLERK
REGISTER

281-J

J. M. MATRANGA
Attorney for the Defendant

I have served a copy of the above amendment on
Honorable Paul Brock and Honorable John Chason, Attorneys
for the Plaintiff, by mailing copy of said amendment to their
offices, postage prepaid, this the 9 day of Nov
1965.


J. M. MATRANGA

STATE OF ALA. DEPT. OF
I CERTIFY THIS PLEADING
WAS FILED ON

Nov 12 9 32 AM '65


CLERK

281-K

PROVIDENCE HOSPITAL,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	
		BALDWIN COUNTY, ALABAMA
MRS. A. E. BUZBEE, a/k/a	X	
MRS. ALFRED BUZBEE, a/k/a	X	
MRS. VIRGINIA ANN BRELAND	X	AT LAW NO. 5388
BUZBEE,	X	
Defendant.	X	

DEMURRER

Comes the Plaintiff in the above styled cause and demurs to Plea 4, as amended November ²³ 9, 1965, and assigns the following separate and several grounds, viz:

1. That said Plea does not state sufficient facts to constitute a cause of action against the Plaintiff.
2. That no facts are alleged to show that the matters complained of in said Plea and the matters complained of in the Complaint arose from the same transaction.
3. That no facts are alleged in such Plea to show that there is any valuable consideration passing from the Defendant to the Plaintiff.
4. That no facts are alleged to show that the Plaintiff was under any duty to isolate the person to whom the Defendant was exposed.
5. That it does not appear with sufficient certainty wherein the Plaintiff breached any contract it entered into with the Defendant.
6. Sufficient facts are not alleged to show a casual connection between the Plaintiff's alleged breach of said contract and the injuries and damages allegedly suffered by the Defendant.

7. It is not alleged whether the contract referred to was oral or in writing.

8. For aught appearing, the proximate cause of the injuries and damages alleged by the Defendant was an intervening agency over which the Plaintiff had no control and as to which it owed no duty.

9. For aught appearing, Plaintiff, at the time of the alleged breach, was a corporation organized under the provisions of the Alabama Non-profit Corporation Act, being found in Title 10, Section 203, et. seq., 1940 Code of Alabama.

10. For aught appearing, Plaintiff was, at the time of the alleged breach of contract, a city hospital organized and operating under the provisions of Title 22, Section 204 (18) et. seq., 1940 Code of Alabama.

11. For aught appearing, the Plaintiff was, at the time of the alleged breach of contract, a hospital association organized under the provisions of Title 22, Section 204 (11) et. seq., 1940 Code of Alabama.

12. That said Plea claims damages for wanton misconduct or negligence on the part of the Plaintiff and it is affirmatively shown that the alleged breach is supposed to have occurred on February 24, 1961, while the original Plea of Recoupment filed in said cause was filed on March 7, 1963, and such Plea in effect is a cause of action in tort and is barred by the statutes of limitations of one year.

13. That such Plea does not state in what manner the Defendant was permanently injured.

14. It affirmatively appears from said Plea that if any tort or wrong was committed that such tort or wrong is the

381-m

gravamen of the suit and is thereby barred by the statutes of limitations of one year.

Paul Brooks
James Stone Mason
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I, John Chason, as one of the Attorneys of record for the Plaintiff in said cause, do hereby certify that I have served a copy of this Demurrer upon J. M. Matranga, Attorney for the Defendant, by mailing a copy of the same by U. S. Mail, postage prepaid, at his address at 201 First National Bank Annex, Mobile, Alabama, on this the 12th day of November, 1965.

John Chason
Attorney for Plaintiff

FILED
NOV 12 1965
ALICE I. DUCK, CLERK
REGISTER

Refiled
Jan. 18, 1966
Alice I. Duck, Clerk

281-N.

5388

PROVIDENCE HOSPITAL,
Plaintiff,

vs.

MRS. A. E. BUZBEE, a/k/a
MRS. ALFRED BUZBEE, a/k/a
MRS. VIRGINIA ANN BRELAND
BUZBEE,
Defendant.

DEMURRER

FILED
MAY 10 1955
ALICE J. DICK CLERK
PROVIDENCE

PROVIDENCE HOSPITAL, : IN THE CIRCUIT COURT OF
 Plaintiff :
 vs. : BALDWIN COUNTY, ALABAMA
 :
 MRS. A. E. BUZBEE, also known : AT LAW
 as MRS. ALFRED BUZBEE, also :
 known as MRS. VIRGINIA ANN :
 BRELAND BUZBEE, :
 Defendant. :
 : CASE NO. _____
 :

DEMURRER TO PLEA 4

Comes now the plaintiff in the above cause and demurs to Plea 4 of the Answer filed herein, and, for separate and several grounds of such demurrer, does separately and severally assign the following:

1. For that it does not state facts sufficient to constitute a cause of action against the plaintiff.
2. For that no facts are alleged to show that the matters complained of in said plea and the matters complained of in the complaint arose from the same transaction.
3. For that no facts are alleged showing that the damages claimed by said plea arose from the same transaction forming the basis of the plaintiff's complaint.
4. For that it affirmatively appears that the damages sought in said plea did not arise from the same transaction forming the basis of the plaintiff's complaint.
5. For that it affirmatively appears that said plea arose from a transaction or transactions other than those upon which the suit was originally brought.
6. For that no facts are alleged to show that defendant ever underwent an operation.
7. For that there is no allegation that the defendant underwent an operation.
8. For that no facts are alleged to show that there was any consideration passing from the defendant to the plaintiff.

9. For that the allegation that the defendant undertook and promised to perform certain services "for a consideration" constitutes merely the conclusion of the pleader, insufficient facts being alleged in support thereof.

10. For that the allegations of said plea are vague, indefinite and uncertain.

11. For that said plea is vague, indefinite and uncertain in that it does not appraise plaintiff with sufficient certainty against what act or acts of negligence it is called on to defend.

12. For that the allegation that the defendant "breached said contract" constitutes merely a conclusion of the pleader, insufficient facts being alleged in support thereof.

13. For that the pleader attempts to set forth the *quo modo* of the alleged negligent conduct, and the facts so alleged do not show negligence.

14. For that no facts are alleged to show that the plaintiff was under any duty to isolate the person or persons to whom the defendant was allegedly negligently exposed.

15. For that the terms of said contract or the legal substance thereof upon which the defendant relies is not set forth.

16. For that there is no allegation that the defendant has complied with all conditions precedent to her right to sue upon said contract.

17. For that it does not appear with sufficient certainty wherein plaintiff breached any contract entered into with defendant.

18. For that the averments of said plea, if true, do not show any liability on the part of this plaintiff.

19. For that no facts are alleged to show sufficient causal connection between the plaintiff's alleged breach of said contract and the injuries and damages allegedly suffered by the defendant.

20. For that insufficient facts are alleged showing that defendant paid any consideration to the plaintiff for said contract.

21. For that no facts are alleged to show whether said contract was oral or in writing.

22. For that insufficient facts are alleged showing wherein plaintiff failed to fulfill the alleged contract.

23. For aught that appears, the proximate cause of the injuries and damages alleged by the defendant was an intervening agency, over which the plaintiff had no control and as to which it owed no duty.

24. For that the pleader sets out in what said negligence consisted, and the facts set out do not show negligence.

25. For aught appearing, plaintiff, at the time of said alleged negligence, was a corporation organized under the provisions of the Alabama Non-Profit Corporation Act, being found in Title 10, Sec. 203, et seq., 1940 Code of Alabama.

26. For aught appearing, plaintiff was at the time of said alleged negligent breach of said contract, a county hospital organized and operating under the provisions of Title 22, Sec. 204 (18), et seq., 1940 Code of Alabama.

27. For aught appearing, the plaintiff was, at the time of said alleged negligence, a hospital association organized under the provisions of Title 22, Sec. 204 (11), et seq., 1940 Code of Alabama.

28. For aught appearing, the plaintiff was a corporation organized under the provisions of Title 22, Sec. 204, et seq., 1940 Code of Alabama and operated by a county of the State of Alabama in the performance of its governmental functions.

CHASON and STONE

By: *J. H. Chason*

THOMPSON and WHITE

By: *C. D. Thompson*

HAND, ARENDALL, BEDSOLE, GREAVES and JOHNSTON

By: *Paul W. Brock*

Attorneys for Said Plaintiff

FILED

APR 8 1963

ALICE J. DUCK, CLERK
REGISTER

5388

PROVIDENCE HOSPITAL,

Plaintiff,

vs.

MRS. A. E. BUZBEE, also known
as MRS. ALFRED BUZBEE, also
known as MRS. VIRGINIA ANN
BRELAND BUZBEE,

Defendant.

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

* * * * *

DEMURRER

* * * * *

FILED

APR 8 1963

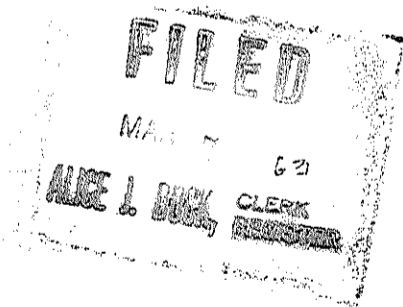
ALICE J. DUCK, CLERK
REGISTER

PROVIDENCE HOSPITAL,	)	IN THE CIRCUIT COURT OF
Plaintiff	)	BALDWIN COUNTY,
	)	ALABAMA
VS:)	
	)	AT LAW
MRS. A. E. BUZBEE, a/k/a)	
MRS. ALFRED BUZBEE, a/k/a)	
MRS. VIRGINIA ANN BRELAND)	
BUZBEE,)	
Defendant	)	CASE NO. 5388

Comes now the defendant in the above styled cause and for answer to the complaint filed herein against her says as follows:

1. The allegations of the complaint are not true.
2. For that there was no consideration for the note made a basis of this suit.
3. The defendant is not indebted to the plaintiff.
4. And for further answer to the complaint filed herein against her, the defendant, by way of recoupment, claims of the plaintiff the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), as damages, for that heretofore on, to-wit, February 24, 1961, the defendant was engaged in the business of conducting a hospital in Mobile County, Alabama, for the treatment of patients requiring operations, and other medical treatments, and for a reasonable compensation, the defendant undertook, promised and agreed to properly nurse and care for the plaintiff, who was admitted to the said hospital on said date for the purpose of undergoing an operation, and the defendant further undertook, promised and agreed to properly nurse and care for the plaintiff during her recovery from said operation. Plaintiff further avers that it was a term of the said contract between plaintiff and defendant, and the defendant, for a consideration, undertook and promised that the defendant in performing the said nursing and caring services, would exercise reasonable care and skill in the manner and method of the performance of their duties under the agreement. Plaintiff avers that the defendant after entering into said contract did undertake to properly nurse and care for the defendant at the time and place hereinabove set out, but that the defendant breached said contract hereinabove referred to and failed to carry out its agreement and promise constituting

a term of said contract, in this: the defendant's servants, agents or employees, who were then and there in charge and control of the plaintiff, and who were then and there acting within the line and scope of their authority as such agents, servants or employees of the defendant, so negligently conducted themselves in and about the post-operative treatment of the plaintiff that unsanitary conditions were allowed to exist and the plaintiff was exposed to the highly contagious staphylococcic germ; the plaintiff was caused to be negligently exposed to persons or a person who was dying, and did die, of staphylococcic infection, in that the plaintiff was forced to share a bathroom and toilet facilities with said highly infected person, whom the defendant negligently failed to isolate; plaintiff as a result of the defendant's breach of the terms of the contract, was caused to spend time in the hospital, plaintiff was permanently injured, plaintiff was caused to spend and will be forced to spend in the future, great sums of money for treatment of said condition; plaintiff endured physical pain and mental anguish and will continue to endure such physical pain and mental anguish in the future, due to the nature of this condition; plaintiff was caused to live a restricted life due to the aforesaid staphylococcic infection, hence this suit.



J. M. Matranga

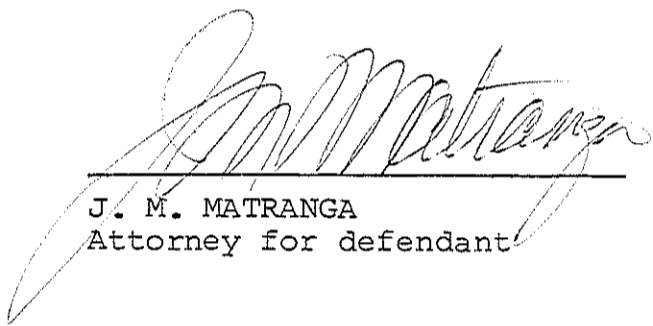
J. M. MATRANGA
Attorney for Defendant

James A. Brice

JAMES A. BRICE

PROVIDENCE HOSPITAL,) IN THE CIRCUIT COURT OF
Plaintiff) BALDWIN COUNTY,
) ALABAMA
VS:)
) AT LAW
MRS. A. E. BUZBEE, also)
known as MRS. ALFRED BUZBEE,)
also known as MRS. VIRGINIA)
ANN BRELAND BUZBEE,)
Defendant) CASE NO. _____

Comes now the defendant in the above styled cause
and respectfully demands trial by jury.



J. M. MATRANGA
Attorney for defendant

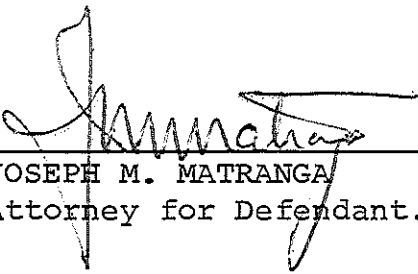
FILED
DEC 7 1962
ALICE J. DUCK, CLERK
REGISTER

PROVIDENCE HOSPITAL, # IN THE CIRCUIT COURT OF
Plaintiff, #
Vs: BALDWIN COUNTY,
MRS. A. E. BUZBEE, a/k/a # ALABAMA - AT LAW
MRS. ALFRED BUZBEE, a/k/a
MRS. VIRGINIA ANN BRELAND
BUZBEE,
Defendant. # CASE NO. 5388

MOTION FOR CONTINUANCE

Comes now the Defendant in the above styled cause and moves this Honorable Court to continue the above styled cause and for grounds therefor, states to this Honorable Court upon information and belief that James Brice, one of the attorneys of record for the Defendant has recently suffered an accident wherein he seriously injured himself.

THE PREMISES CONSIDERED, the undersigned hereby moves this Honorable Court to set the case over to the next session.




JOSEPH M. MATRANGA
Attorney for Defendant.

FILED
sep 4 1964
ALICE J. DUCK, CLERK
REGISTER

9/8/64 The foregoing motion being presented to the Court, the same is set down to be heard in Chambers, Thursday, September 10, 1964, at 9:30 o'clock A. M.

ORDERED AND DECREED this 8th day of September, 1964


Special Judge

MATRANGA & STOKES
ATTORNEYS AT LAW
308-309 VAN ANTWERP BUILDING
MOBILE, ALABAMA

JOSEPH M. MATRANGA
BEN F. STOKES, III

December 6, 1962

P. O. BOX 293
TELEPHONE HE 3-1634

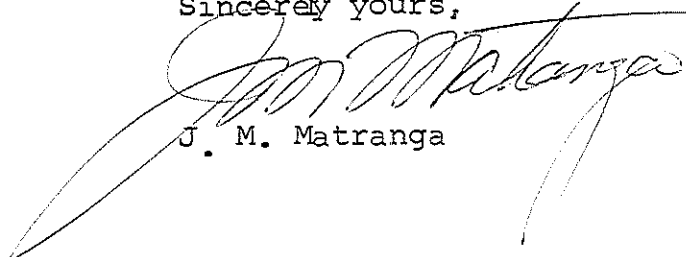
Mrs. Alice J. Duck, Clerk
Circuit Court
Baldwin County
Bay Minette, Alabama

Re: Providence Hospital vs Mrs. A. E. Buzbee

Dear Mrs. Duck:

Please file the enclosed papers in the above
styled cause.

Sincerely yours,


J. M. Matranga

JMM:m
Encl

MATRANGA & STOKES
ATTORNEYS AT LAW
308-309 VAN ANTWERP BUILDING
MOBILE, ALABAMA

JOSEPH M. MATRANGA
BEN F. STOKES, III

March 6, 1963

P. O. BOX 293
TELEPHONE HE 3-1634

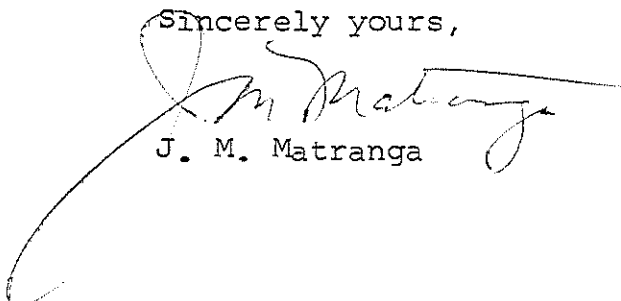
Mrs. Alice Duck, Clerk
Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

Re: Providence Hospital vs Mrs. A. E. Buzbee,
etc, Case No. 5388
Providence Hospital vs Alfred Buzbee, Case 5402

Dear Mrs. Duck:

Please find enclosed additional pleadings in the
above styled causes. I would appreciate your docketing
the pleadings and have copies thereof served on Mr.
LeNoir Thompson, attorney for the plaintiff.

Sincerely yours,


J. M. Matranga

JMM:m
Encl

JAMES A. BRICE

ATTORNEY AT LAW
FOLEY, ALABAMA

P.O. Box 298

WHITEHALL 3-3601

February 25, 1963

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

Re: Providence Hospital
Vs: Mrs. A. E. Buzbee
At Law, Jury, No. 5388

Re: Providence Hospital
Vs: Alfred Buzbee
At Law, Jury, No. 5402

Dear Mrs. Duck:

In both the above cases, please make note of my appearance as an additional counsel for the defendant, associated with J. M. Matranga, Esq.

Thank you.

Sincerely,


James A. Brice

JAB:j

FILED
FEB 27-63
ALICE J. DUCK, CLERK
REGISTER

PROVIDENCE HOSPITAL,	¶	
	¶	
Plaintiff,	¶	IN THE CIRCUIT COURT OF
vs.	¶	
	¶	BALDWIN COUNTY, ALABAMA
MRS. A. E. BUZBEE, a/k/a	¶	
MRS. ALFRED BUZBEE, a/k/a	¶	
MRS. VIRGINIA ANN BRELAND	¶	AT LAW
BUZBEE,	¶	NO. 5388
	¶	
Defendant.	¶	

Comes now the Plaintiff in the above cause and demurs to Plea 4 as last amended and, for separate and several grounds of demurrer, re-assigns each ground heretofore assigned, being grounds 1 through 28, inclusive, and for further additional separate and several grounds, assigns the following:

29. For that no facts are alleged showing that the Defendant has complied with all conditions precedent of said contract.

30. For that neither the terms of said contract nor the full legal substance of said contract are set forth.

31. That said plea fails to allege how much time the Defendant spent in the hospital.

32. That said plea fails to state in what manner the Defendant was permanently injured.

33. That said plea claims speculative damages.

34. That said plea fails to allege in what manner the Defendant was caused to live a restricted life.

35. For that the averment as to the "term of said contract" constitutes merely the conclusion of the pleader, insufficient facts being averred in support thereof.

36. That said plea alleges that it is in further answer to the complaint and a plea of recoupment is not defensive, but is a separate cause of action attended with the same rights and subject to the same defenses as an original complaint.

37. That said plea, which claims damages for the negligence of the agents, servants or employees of the Plaintiff, does not allege that such damages were the proximate result of such negligence.

38. That such plea is an action in tort and it is affirmatively shown from such plea that any cause of action which arose existed in February, 1961, and the original plea of recoupment that was filed in said cause was barred by the statute of limitations of one year as such plea was not filed until March 7, 1963.

39. That, at the time of the filing of said plea, any cause of action which the Defendant had against the Plaintiff arising out of the negligence of the agents, servants or employees of the Plaintiff was barred by the statute of limitations of one year.

HAND, ARENDALL, BEDSOLE, GREAVES
& JOHNSTON

By: Paul Brock

CHASON, STONE & CHASON

By: J. W. Chason
Attorneys for said Plaintiff

FILED

FEB 23 1964

ALICE J. DUCK, CLERK
REGISTER

PROVIDENCE HOSPITAL,

Plaintiff,

vs

MRS. A. E. BUZBEE,

Defendant

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 5388

* * * * *

DEMURRER

* * * * *

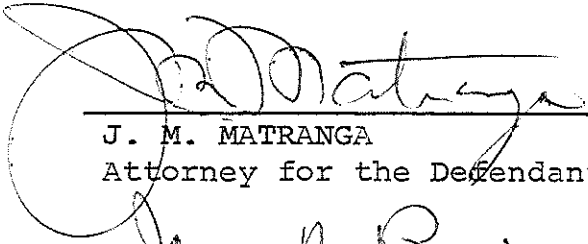
FILED
FEB 28 1904
MADE J. BUCK, CLERK
REGISTER

PROVIDENCE HOSPITAL,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
VS:		
MRS. A. E. BUZBEE, a/k/a	X	AT LAW
MRS. ALFRED BUZBEE, a/k/a		
MRS. VIRGINIA ANN BRELAND	X	
BUZBEE,		
Defendant.	X	CASE NO. 5388


Comes now the Defendant in the above styled cause, demurrers having been sustained to Plea No. 4, amends the said plea so as to read as follows:

4. And for further answer to the complaint filed herein against her, the defendant, by way of recoupment, claims of the plaintiff the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) DOLLARS, as damages, for that heretofore on, to-wit, February 24, 1961, the plaintiff was engaged in the business of conducting a hospital in Mobile County, Alabama, for the treatment of patients requiring operations, and other medical treatments, and for a reasonable compensation, the plaintiff undertook, promised and agreed to properly nurse and care for the defendant, who was admitted to the said hospital on said date for the purpose of undergoing an operation, and the plaintiff further undertook, promised and agreed to properly nurse and care for the defendant during her recovery from said operation. Defendant further avers that it was a term of the said contract between defendant and plaintiff, and the plaintiff, for a consideration, undertook and promised that the plaintiff in performing the said nursing and caring services, would exercise reasonable care and skill in the manner and method of the performance of their duties under the agreement. Defendant avers that the plaintiff after

entering into said contract did undertake to properly nurse and care for the defendant at the time and place hereinabove set out, but that the plaintiff breached said contract hereinabove referred to and failed to carry out its agreement and promise constituting a term of said contract, in this: the plaintiff's servants, agents, or employees, who were then and there in charge and control of the defendant, and who were then and there acting within the line and scope of their authority as such agents, servants, or employees of the plaintiff, so negligently conducted themselves in and about the post-operative treatment of the defendant that unsanitary conditions were allowed to exist and the defendant was exposed to the highly contagious staphylococcic germ; the defendant was caused to be negligently exposed to persons or a person who was dying and did die, of staphylococcic infection, in that the defendant was forced to share a bathroom and toilet facilities with said highly infected person, whom the plaintiff negligently failed to isolate; defendant as a result of the plaintiff's breach of the terms of the contract, was caused to spend time in the hospital, defendant was permanently injured, defendant was caused to spend and will be forced to spend in the future, great sums of money for treatment of said condition; defendant endured physical pain and mental anguish and will continue to endure such physical pain and mental anguish in the future, due to the nature of this condition; defendant was caused to live a restricted life due to the aforesaid staphylococcic infection, hence this suit.

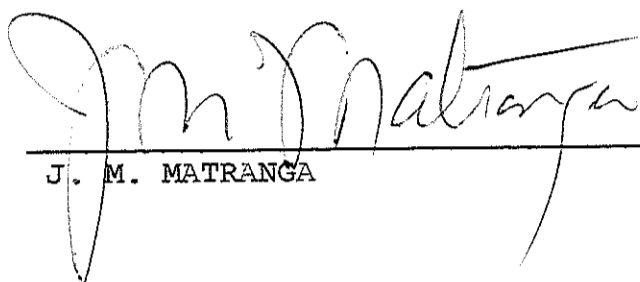


J. M. MATRANGA
Attorney for the Defendant.



JAMES A. BRICE

I have served a copy of the above amendment on Honorable Paul Brock and John Chason, attorneys for the Plaintiff, by mailing copy of said amendment to their offices, postage prepaid, this the 21 day of February, 1964.



J. M. MATRANGA

FILED
FEB 25 1964
ALICE I. DICK, CLERK
REGISTER

PROVIDENCE HOSPITAL

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

X

BALDWIN COUNTY, ALABAMA

MRS. A. E. BUZBEE, also
known as MRS. ALFRED BUZBEE
~~also known as MRS. VIRGINIA~~
ANN BRELAND BUZBEE

X

AT LAW

NO. 5388

X

X

Defendant

X

-1-

The plaintiff claims of the defendant \$1650.00 due by promissory note made by her on the 15th day of April, 1961, and payable April 17, 1961, with interest thereon.

-2-

The plaintiff claims of the said defendant a reasonable attorney fee as provided in the said promissory waive note.

THOMPSON & WHITE

BY:

C. J. White
Attorneys for plaintiff

FILED

NOV 30 1962

**ALICE L. DUCK, CLERK
REGISTER**

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,
Baldwin County.

}

Circuit Court, Baldwin County

No. 5388

..... TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon Mrs. A. E. Buzbee, also known as Mrs. Alfred Buzbee also known as Mrs. Virginia Ann Breland Buzbee.

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in

the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against Mrs. A. E. Buzbee, also known as Mrs. Alfred Buzbee also known as Mrs. Virginia Ann Breland Buzbee

....., Defendant.....

by Providence Hospital.

....., Plaintiff.....

Witness my hand this 30 day of Nov 1962

E. J. 12-5-62 Alice J. Luck, Clerk

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

Providence Hospital

Plaintiffs

vs.

Mrs. A. E. Buzbee, also known as Mrs. Alfred Buzbee, also known as Mrs. Virginia Ann Breland Buzbee. Sp. Ford Defendants

Summons and Complaint

FILED

Filed NOV 30 1962

ALICE L. DUCK, CLERK REGISTER Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Spanish Fort, Ala.

Received In Office

11/30, 1962

Sheriff.

I have executed this summons

this 5th day of Dec. 1962

by leaving a copy with

Mrs. Alfred E. Buzbee

Sheriff claims 4 1/2 miles at

Ten Cents per mile Total \$ 4.40

TAYLOR WILKINS, Sheriff

BY Taylor Wilkins DEPUTY SHERIFF

Taylor Wilkins Sheriff.

Fred Seibert Deputy Sheriff. Sp. Ford

FORM 246

Mobile, Alabama

4/15/61

19

I We promise to pay to the order of ~~THE MERCHANTS NATIONAL BANK OF MOBILE~~ *Providence Hospital* Mobile, Alabama.

One Thousand Six Hundred Fifty & 100/100 Dollars \$ *1650.00*

for value received. Payable at ~~THE MERCHANTS NATIONAL BANK OF MOBILE~~ *Providence Hospital* Mobile, Alabama

In *3* installments of *\$2041.25* payable on _____ of each consecutive month, beginning *20 May 1961*

after date without grace and balance of \$ _____ payable _____

THE PARTIES TO THIS INSTRUMENT, WHETHER MAKER, ENDORSER, SURETY, OR GUARANTOR, EACH FOR HIMSELF, SEVERALLY AGREES: (A) TO PAY THIS NOTE; (B) TO PAY INTEREST THEREON AT THE RATE OF EIGHT PER CENTUM PER ANNUM, PAYABLE MONTHLY IN ADVANCE ON UNPAID BALANCE UNLESS OTHERWISE EXPRESSLY STIPULATED HEREIN, AND THAT SUCH INTEREST MAY BE COLLECTED BY THE PAYEE OR OWNER OF THE NOTE DISCOUNTING THE SAME, OR, IF THE NOTE SHOWS ON ITS FACE THAT IT BEARS INTEREST, BY THE OWNER THEREOF COLLECTING THE INTEREST AT ITS MATURITY; (C) THAT, IN ALL EVENTS, THIS NOTE, FROM THE DATE OF ITS MATURITY, SHALL BEAR INTEREST AT THE RATE OF EIGHT PER CENTUM PER ANNUM UNTIL PAID. EACH OF SAID PARTIES WAIVES, AS TO THIS DEBT, ALL RIGHT OF EXEMPTION UNDER THE CONSTITUTION AND LAWS OF ALABAMA, OR ANY OTHER STATE, AND THEY EACH SEVERALLY AGREE TO PAY ALL COSTS OF COLLECTING OR SECURING, OR ATTEMPTING TO COLLECT OR SECURE, THIS NOTE, INCLUDING A REASONABLE ATTORNEY'S FEE, WHETHER THE SAME BE COLLECTED OR SECURED BY SUIT OR OTHERWISE, AND THE MAKER, ENDORSER, SURETY, OR GUARANTOR OF THIS NOTE SEVERALLY WAIVES DEMAND, PRESENTMENT, PROTEST, NOTICE OF PROTEST, SUIT, AND ALL OTHER REQUIREMENTS NECESSARY TO HOLD THEM. IF ANY INSTALLMENT IS NOT PAID AT MATURITY, OR IF A PETITION IN BANKRUPTCY IS FILED BY OR AGAINST THE UNDERSIGNED, OR IF A BILL FOR A RECEIVER BE FILED AGAINST THE UNDERSIGNED, OR IF THE UNDERSIGNED SHALL MAKE ANY GENERAL ASSIGNMENT, OR SHALL MAKE ANY TRANSFER OR CONVEYANCE OF ANY PART OF HIS PROPERTY IN SUCH MANNER AS TO PREFER ONE CREDITOR OVER ANOTHER, OR TO CONSTITUTE A FRAUDULENT CONVEYANCE, THEN THE ENTIRE UNPAID AMOUNT OF THIS NOTE SHALL BECOME DUE AND PAYABLE AT THE OPTION OF THE HOLDER. IT IS UNDERSTOOD AND AGREED THAT A LATE CHARGE OF FIVE CENTS PER DOLLAR WILL BE PAID BY THE MAKER(S) ON EACH INSTALLMENT MORE THAN FIFTEEN DAYS IN ARREARS.

Address _____

Address _____

Mrs. A. E. Bayne (SEAL)

(SEAL)

INSTALLMENT LOAN