

BEASLEY NURSING HOME, INC.,
A Corporation,

Plaintiff,

Vs.

WILLIE R. HUMPHREY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8591


DEMURRER

Comes now the Defendant in the above-styled cause, and demurs to the complaint filed in this cause, and assigns as grounds therefor, separately and severally, the following, to-wit:

1. The Complaint is vague.
2. The Complaint is uncertain.
3. The complaint does not state a legal cause of action.
4. The Complaint fails to state what specific provisions of the covenant were not complied with by the Defendant.
5. The Complaint fails to allege the date on which a payment due was not paid.
6. The Complaint fails to allege the amount of any payment due that was not paid.


ATTORNEY FOR DEFENDANT

Defendant demands a trial by jury.


ATTORNEY FOR DEFENDANT


I certify that I have mailed a copy of the foregoing DEMURRER to Hon. Walter S. Patton, P. O. Box 413, Fairhope, Alabama, 36532, by depositing the same in United States Mail, postage prepaid, at Bay Minette, Alabama, on this 7 day of March, 1969.

FILED

MAR 7 1969

ALICE J. DUCK
CLERK
REGISTER

VOL


ATTORNEY FOR DEFENDANT

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BEASLEY NURSING HOME, INC.
a corporation
Plaintiff,

vs.

WILLIE R. HUMPHREY
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
at Law. Case No. 85-91

The plaintiff claims of the defendant the sum of TWO HUNDRED THIRTY NINE and 77/100 DOLLARS (\$239.77), damages for the breach of a covenant entered into by him on the 1st day of January, 1967, in words and figures as follows:

A copy of said covenant is attached hereto, marked Exhibit "A" and made a part of this complaint as if set forth in detail;

and the plaintiff says that, although it has complied with all its provisions on its part, the defendant has failed to comply with the terms of said covenant in that the defendant failed to pay payments or some of the payments when the same fell due and that as a result thereof the balance due to the plaintiff under said covenant is in the sum of Two Hundred Thirty Nine and 77/100 dollars (\$239.77); the plaintiff further avers that in and by the terms of said covenant the defendant did agree to pay a reasonable attorney's fee in the event said covenant was placed in the hands of an attorney for collection and the plaintiff claims the benefit thereof; the plaintiff further avers that in and by the terms of said covenant the defendant did waive all right of exemptions under the constitution and laws of the State of Alabama. Hence this suit.

Owens and Patton

by: Walter S. Patton
Attorneys for Plaintiff

Address of Plaintiff's Attorney:

P.O. Box 413
Fairhope, Alabama 36532

FILED

FEB 28 1969

ALICE J. DUCK CLERK
REGISTER

COMPENSATION TO BE PAID TO THE HOME:

The patient, sponsor, or sponsors will pay monthly/weekly (strike out one) and the Home will accept in full consideration for the care and services provided in the agreement the following itemized costs:

1. Basic Services (room, board, laundered linens and bed clothing, routine nursing care and personal services) . . . \$ 275.00
To be Paid as follows:
 - a. Individual or Family (private funds) . . . \$ 13.50
 - b. Vendor payments through Pensions and Security in behalf of patient . . . \$ 200.00
(The nursing home should enter the monthly amount of the vendor payments which the Department of Pensions and Security has entered on PSD-131 or PSD-118 and which it will make to the nursing home in behalf of the recipient).
 - c. Social Security \$3.00 WITHHELD BY SOCIAL SECURITY ADMINISTRATION FOR S M I . . . \$ 49.50
 - d. Veteran's Pension . . . \$
 - e. Insurance . . . \$
 - f. Other (Specify) . . . \$ 12.00

PATIENTS PERSONAL CHECK FROM DEPARTMENT OF PENSIONS AND SECURITY

2. Allowance for Spending Money . . . \$ NONE
(Money other than the public assistance payment left with the Home for patient to use as he needs it)
3. Medication - (Write in method for payment of charges)
DRUG BILL TO BE PAID MONTHLY BY THE SPONSOR AS BILLED TO THE NURSING HOME BY THE DRUG STORE
4. Physician - (Write in method for payment of fees)
DR. BILL TO BE BILLED DIRECT TO THE SPONSOR.
5. Special Nurses, aides, companions or orderlies, whose services are recommended by the attending physician (Write in method for payment of charge).

PATIENTS' PERSONAL CHECK FROM DEPARTMENT OF PENSIONS AND SECURITY:

The patient or his legal guardian knows that he has a right to say how his own check is used. If there is a legal guardian, the check will be mailed to him for handling. If there is no legal guardian, the patient says that his monthly check from the Department of Pensions and Security shall be (indicate choice):

- a. Given to patient without the Home assuming any responsibility
- b. Endorsed by patient, cashed and given to patient for his own use
- c. Endorsed by patient, cashed and kept by the Home for patient to use as he needs it (Allowances for Spending money)
- d. Endorsed by patient and used by the Home for:
 - (1) Physician fees
 - (2) Medications
 - (3) Clothing
 - (4) Basic Service \$12.00
 - (5) Other (Specify) \$3.00 TO REPLACE THAT PART WITHHELD FROM SOCIAL SECURITY CHECK FOR S M I (SEE 1-C ABOVE)
- e. Endorsed by patient and given to the Home for:

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. The patient may leave the premises of the Home at will. However, he or she may be reasonably and properly restricted to quarters if, in the opinion of the attending physician, such restriction is necessary for the safety and protection of the patient or for the safety and protection of other patients due to his or her mental and/or physical condition. In the event it becomes necessary to restrict the patient, the Home will notify the sponsor immediately.
2. The parties hereto agree that this contract shall include the rules, regulations and standards of Nursing Homes as promulgated by the Alabama State Board of Health, as if the same were herein set out in full, and the parties hereto shall abide and be governed by said rules of said State Board of Health, together with the within contract. If this contract is found by any court or lawfully constituted body to be in violation of said rules, regulations, and standards, then this contract is to be deemed amended so as to comply with said rules, regulations, and standards.
3. Any party to this agreement may cancel same by giving thirty (30) days notice to the other parties except that it is understood that the Home may not cause the patient to involuntarily remain on its premises during the thirty (30) day notice.

Witness:

Bernice Brown

Witness:

BEASLEY NURSING HOME, INC.

BY: Joseph W. Henry, Jr. (SEAL)
Its Administrator

Repsey, Humphrey (SEAL)
Patient

Willie R. Humphrey (SEAL)
MR. WILLIE R. HUMPHREY

BRANNON'S INC. TALLADEGA, ALA.

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 85-91

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Willie R. Humphrey

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.....

Willie R. Humphrey Defendant.....

by Beasley Nursing Home, Inc., a corporation

Plaintiff.....

Witness my hand this 28 day of Sep 19 69

Alice J. Luck Clerk

EP-3-4-69

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Beasley Nursing Home,

Inc. a corporation

Plaintiffs

vs.

Willie R. Humphrey

Defendants

SUMMONS AND COMPLAINT

Filed FILED 19.....

FEB 28 1969 Clerk

ALICE J. DUCK CLERK
REGISTER

Owens + Patton
by Walter S Patton

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Box 304
Stapleton Alabama

RECEIVED In Office

FEB 28 1969 19.....

Sheriff

I have executed this summons

this March 4 19 69

by leaving a copy with

Willie R. Humphrey

Sheriff claims 2.4 miles at

Ten Cents per mile Total \$ 2.40

TAYLOR WILKINS, Sheriff

BY Brown
DEPUTY SHERIFF

Taylor Wilkins Sheriff

H. J. Brown Deputy Sheriff

Stapleton, Ala
24 miles R. T.