BEASLEY NURSING HOME, INC., A Corporation,	Ĭ	IN THE CIRCUIT COURT OF
Plaintiff,	Ĭ	BALDWIN COUNTY, ALABAMA
Vs.	Ĭ	AT LAW
	Ĭ	CASE NO. 8591
WILLIE R. HUMPHREY,	Ĭ	
Defendant.	^	

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 DEFEN

Defendant demands a trial by jury.

ATTORNEY FOR DEFENDANT

I certify that I have mailed a copy of the foregoing DE-MURRER 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 ______ day of March, 1969.

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BEASLEY NURSING HOME, INC. a corporation Plaintiff,

vs.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
at Law. Case No. 859/

WILLIE R. HUMPHREY
Defendant.

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

Attorneys for Plaintiff

P.O. Box 413 Fairhope, Alabama 36532

Address of Plaintiff's Attorney:

FEB 28 1969

ALGE J. BEGN CLERK REGISTER

Exhibit "A"

STATE OF ALABAMA

COUNTY OF BALDWIN COST TO PROSESSED FOR SUPPLY THE COURSE OF SOME ALL PROPERTY.

CONTRACT

00.00 67 by and between

BEASLEY NURSING HOME, INC.

Administrator, party of the first part, and MRS. REPSEY HUMPHREY the patient, and/or ... the sponsor, parties of the second part.

WITNESSETH:

ACCEPTAGE AND CONTRACTOR OF CONTRACTOR COORSING

THAT, for and in consideration of the hereinafter set forth mutual covenants, agreements, promises and stipulations by and between the parties hereto, the said parties hereby agree as follows:

THE HOME AGREES.

- 1. To provide the patient with the following basic services:
 - (a) Lodging, board, linens, laundry services, general nursing care; and
 - (b) Philipper services as may be necessary for the health, good grooming, cleanliness, safety and well being of the patient, and
- 2. To obtain for the patient at such times as may be necessary the services of a licensed physician of the patient's choice, or in the event a personal physician has not been so designated, or is not available, the services of a licensed physician, selected by the party of the first part, and such medications as the physician may prescribe.
- 3. To arrange for the transfer of the patient to a hospital when the attending physician so orders, and to notify the sponsor of such transfer.
 - To keep an itemized record of all funds received and spent for the use or benefit of the party of the second part, whether such funds come from public or private sources, when the party of the second part has authorized in writing the receipt and handling of
 - 5. To furnish the patient with a copy of the rules and regulations of the Home, a copy of which are attached to this contract, and to supply the patient with a copy of any amendments thereto.

THE PATIENT AND/OR SPONSOR AGREES:

- 1. The patient will at all times comply with the rules and regulations of the Home to the best of his or her mental and physical capacity; and will obey the requests and instructions of the Home personnel; and,
- 2. To provide the patient with sufficient clothing and personal articles suitable to his or her needs, and in accordance with the requirements of the seasons and,
- 3. To provide the patient with individual spending money to defray the cost of such personal necessities as may be needed or desired by the patient and,
- 4. To pay the cost of transferring the orient to a hospital or similar institution when such removal is ordered or recommended by a physician, or in an emergency when such removal is sequired for the safety and well being of the patient. If an emergency removal is made, a patient must approve the removal within eventy-four (24) hours after such removal occurs.
- 5. That in cases where representatives of the Home are required to employ legal counsel to recover money due under this contract, all rights of exemption ender the Constitution and hows of the State of Alabama are hereby expressly waived by the patient and sponsor, their administrators, executors, heirs and assigns, and they also expressly waive demand, notice, and protest, and further agree to pay any costs and expenses as may be required by the Home, together with reasonable attorney's fees.

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		Humphrey, Repoey	
	CO	MPENSATION TO BE PAID TO THE HOME:	*
	· T	The patient, sponsor, or sponsors will pay monthly/weekly (strike out one) and the Home will accept in full consider are and services provided in the agreement the following itemized costs:	deration for the
	1.	Basic Services (room, board, laundered linens and bed clothing, routine nursing care and personal services)	s 275-00
		To be Paid as follows:	,
	a. :	Individual or Family (private funds)	s 13.50
	Ъ.	Vendor payments through Pensions and Security in behalf of patient	. s .200.00
		(The nursing home should enter the monthly amount of the vendor payments which the Department of Pensi Security has entered on PSD-131 or PSD-118 and which it will make to the nursing home in behalf of the recipie	ions and
		Social Security \$3,00 WITHHELD BY SOCIAL SECURITY ADMINISTRATION FOR S M 1	
	d.	Veteran's Pension	. \$
100		Insurance	
	f.	Other (Specify)	.s <u>12.00</u>
		PATIENTS PERSONAL CHECK FROM DEPARTMENT OF PENSIONS AND SECURITY	
		The second secon	
	2.	Allowance for Spending Money	. S NONE
		(Money other than the public assistance payment left with the Home for patient to use as he needs it)	
		Medication - (Write in method for payment of charges) ATTENTION OF THE NURSING H	OME BY TH
	4.	Physician - (Write in method for payment of fees)	11. · · · · · · · · · · · · · · · · · ·
		DR. BILL TO BE BILLED DIRECT TO THE SPONSOR. Special Nurses, aides, companions or orderlies, whose services are recommended by the attending physician (W for payment of charge).	rite in method
er desset G	: רגֿס	TIENTES DED CONIAI CHECK ED OM DED ADTRABLES OF DENICIONIC AND CECIDITY	
		TIENTS' PERSONAL CHECK FROM DEPARTMENT OF PENSIONS AND SECURITY:	
will be	mail	e patient or his legal guardian knows that he has a right to say how his own check is used. If there is a legal guardial to him for handling. If there is no legal guardian, the patient says that his monthly check from the Department all be (indicate choice):	dian, the check of Pensions and
	a.	Given to patient without the Home assuming any responsibility	
		Endorsed by patient, cashed and given to patient for his own use	
		Endorsed by patient, cashed and kept by the Home for patient to use as he needs it (Allowances for Spending m	ionev)
	d.	Endorsed by patient and used by the Home for:	
		(1) Physician fees	
	.;	(2) Medications	
		(3) Clothing	Annual Control of Cont
ari es F	31	(3) Clothing	,
		(5) Other (Specify) \$3.00 TO REPLACE THAT PART WITHHELD FROM SOCIAL SECURITY	/
		(5) Other (Specify) \$3.00 TO REPLACE THAT PART WITHHELD FROM SOCIAL SECURITY S M I (SEE 1-C ABOVE)	YCHECKF.C
		Endorsed by patient and given to the Home for:	
	c.	Endoised by patient and given to the Frome for:	V
		,	
	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	icted to quarter
protect	ion c	opinion of the attending physician, such restriction is necessary for the safety and protection of the patient or for of other patients due to his or her mental and/or physical condition. In the event it becomes necessary to restrict to notify the sponsor immediately.	the safety and the patient, the
		The parties hereto agree that this contract shall include the rules, regulations and standards of Nursing Homes as	nromulaskad h
the Ala	barn Stat m of	na State Board of Health, as if the same were herein set out in full, and the parties hereto shall abide and be govern to Board of Health, together with the within contract. If this contract is found by any court or lawfully constituted f said rules, regulations, and standards, then this contract is to be deemed amended so as to comply with said rules,	ed by said rules I body to be in
that th	3. e H	Any party to this agreement may cancel same by giving thirty (30) days notice to the other parties except that is some may not cause the patient to involuntarily remain on its premises during the thirty (30) day notice.	it is understood
Witnes	ss:	BEASLEY NURSING HOME, INC	C.
	1	River Brown A 1 1 1	
الينسسسية الاست	<i>.</i>	Dervice By: Joseph V. Henry S.	(SEAL)
		Its Administrator	•

Patient

Willie R. Humpsperg (SEAL)

BRANNON'S INC. __TALLADEGA. ALA.

Witness:

STATE OF ALABAMA

_ Circuit	Court,	Baldwin	County
vo 859/	···		

Baldwin CountyTERM, 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 by Beasley Nursing Home Inc., a corporation

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STATE OF	
CIRCUIT	
Beasley No	irsing Hore,
INC. a co	
	Plaintiffs
Willie R	Humphrey
TABLE 1	
SUMMONS AND	COMPLAINT
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ed	19 1969
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Defendant's Attorney

Defendant lives at
Box 304
Staple tow Alabama

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