KERR-McGEE CHEMICAL CORP.,	X	(
Plaintiff,	X IN THE CIRCUIT COURT	of
vs.	X BALDWIN COUNTY, ALAB	AMA,
JOHN S. BISHOP,	X AT LAW.	
Defendant.	x 4618	

COMPLAINT

COUNT I.

The Plaintiff claims of the Defendant the sum of FOUR THOUSAND FOUR HUNDRED NINETEEN AND 38/100 (\$4,419.38) DOLLARS due from him by account on, to-wit, the 23rd day of January, 1968, which sum of money with the interest thereon is still unpaid. The account sued on is evidenced by an itemized and verified statement filed herewith.

COUNT II.

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED FIFTY-FIVE AND 40/100 (\$455.40) DOLLARS as the balance due by promissory note made by him on, to-wit, the 1st day of January, 1967, and payable on the 15th day of June, 1967, with interest thereon from the 8th day of July, 1968.

And the Plaintiff avers that in said note and as part of the consideration thereof the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama, and that if default is made in the payment thereof to pay a reasonable attorneys fee for the collection which the Plaintiff claims the further sum of SIXTY-EIGHT AND 34/100 (\$68.34) DOLLARS, as such attorneys fee.

COUNT III.

The Plaintiff claims of the Defendant THREE THOUSAND NINE HUNDRED THIRTY-SIX AND 98/100 (\$3,936.98) DOLLARS due from him by account, on, to-wit, the 23rd day of January, 1968, which sum of money with the interest thereon is still unpaid.

Cont'd, Summons & Complaint: Kerr-McGee vs. John S. Bishop.

COUNT IV.

The Plaintiff claims of the Defendant the sum of THREE THOUSAND NINE HUNDRED THIRTY-SIX AND 98/100 (\$3,936.98) DOLLARS due from him by account stated between the Plaintiff and the Defendant on, to-wit, the 23rd day of January, 1968, which sum of money with the interest thereon is still unpaid.

COUNT V.

The Plaintiff claims of the Defendant the sum of THREE THOUSAND NINE HUNDRED THIRTY-SIX AND 98/100 (\$3,936.98) DOLLARS due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant between the 1st day of March, 1967, and the 26th day of February, 1968, which sum of money with the interest thereon is still unpaid.

Attorney for Plaintiff

MAR 22 1969

Defendant's address:

Route 2, Box 115 Fairhope, Alabama 36532 ALOE J. DUON CLERK REGISTER

AFFIDAVIT TO CLAIM

	STATE OF MISSISSIPPI
	COUNTY OF HINDS
	Personally appeared before me, B. C. MILLER , who
	being duly sworn, says he is CREDIT MANAGER OF THE FIRM OF KERR-MCGEE
	CHEMICAL COMP., and that the annexed account is just, due, correct and
	unpaid. That there is now due and owing thereon from
	KERR-ACGEE CHEMICAL CORF., the sum of Four Thousand, Four Hundred, Nineteen and
	DOLLARS, for goods and merchandise sold and delivered to
	JOHN S. BISHOP at ROUTE 2, BOX 115, FATRHOPE, ALABAMA
	special instance and request.
	"That such account is, within the knowledge of affiant, just and true
	and that all just and lawful offsets, payments and credits have been
	allowed."
	Sworn to and subscribed before me this 3rd day of March
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	MOTARY PUBLIC
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NAME

207737-02-18

JOHN S BISHOP RT. 2 BOX 115 FAIRHOPE, ALA. SHEET NO:

CREDIT LIMIT____

DATE

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207737-00301-02-18 John S. Bishop Rt. 2, Box 115 Fairhope, Ala. 36532 STATEMENT DATE

Jan. 23/69

CHARGES AND PAYMENTS RECEIVED BY US AFTER THIS DATE WILL BE INCLUDED IN NEXT MONTH'S STATEMENT

TO ASSURE PROPER CREDIT DETACH AND RETURN WITH YOUR DEMUTTANCE

INVOICE	OR PAYMENT		
DATE	NUMBER	CHARGES CREDITS	BALANCE
JAN 23 69		BALANCE FORWARD >>	3,963.98*

ACCOUNTS NOT PAID BY DUE DATE AS SHOWN ON INVOICE ARE SUBJECT TO A MONTHLY CARRYING CHARGE.

KM-1806-6-A



KERR-MCCEE CMEMICAL COOL

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CREDIT LIMIT_____

DATE____

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AMOUNT

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KERR-NICGEE

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JOHN 6.BISHOP
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KERR-McGEE CHEMICAL CORP., a corporation,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
VS.)	AT LAW, CASE NO. 8618
JOHN S. BISHOP,)	
Defendant.)	

DEMURRER

Comes now the Defendant in the above styled cause, and demurs to the Bill of Complaint filed herein, and for grounds thereof assigns the following separately and severally:

- 1. That the said Bill of Complaint does not state a cause of action.
- 2. That the said itemized and verified statement of the account attached to the Bill of Complaint fails to show any credits made for payments made by the Defendant in this cause.
- 3. That the said Bill of Complaint fails to allege with certainty what the Defendant is called upon to defend.

ATTORNEY FOR DEFENDANT

Defendant respectfully demands a trial by jury.

ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that I have this day acroed common for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed covelage with adequate postage theream.

APR 9 1969

ALICE J. DUCK CLERK REGISTER

Arraham for Defendant

KERR-MCGEE CHEMICAL CORP.,	X		
Plaintiff.	Υ	IN THE CIRCUIT C	OURT OF
VS.	Y	BALDWIN COUNTY,	ALABAMA
		AT LAW.	
JOHN S. BISHOP,	X	CASE NO.	8618
Defendant.	χ	CADE NO.	0010

DEMURRERS

Comes the Plaintiff in the above styled case and offers the following separate and several demurrers to Defendant's Plea Number Three of recoupment, to-wit:

- l. Said plea of recoupment is vague, indefinite and uncertain in that it does not allege how much fertilizer, known as 1688, was sold by the Plaintiff to the Defendant.
- 2. Said plea does not allege who specified the fertilizer to contain 16% Nitrogen because said allegation that the fertilizer purchased from the Plaintiff had a commercial value of more than 5% below that for the grade guaranteed is not an allegation of a breach of any guarantee because said Count does not show what the Defendant's soy bean crop did yield or what said subject crop would have yielded if this fertilizer had been of the grade guaranteed by the Plaintiff.

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

This is to certify that I have this day served council for the oppositing party in the foregoing matter with a copy of this plauding by depositing in the United States Mult a copy of some in an analysis with adequate postage proposid the eur and properly addressed.

This 10th day of March 1870. E. G. FICKARBY

Attorney for A P. O. Box 471, Fairhope. Aia. 35532

MAR 1 1 1970

ALCE J. DUCK CLERK REGISTER