STATE OF ALABAMA)
) TO ANY SHERIFF OF THE STATE OF ALABAMA:
BALDWIN COUNTY)

You are hereby commanded to summon MALCOM REDMAN, alias M.G. REDMOND, of Route 2, Box 103, Bay Minette, Alabama, to appear within thirty days after the service of this summons in the Circuit Court to be held for said County, then and there to demur or plead to the complaint of Cornelius Fisher and Casey Fisher, d/b/a Fisher Brothers Celery Company.

Witness my hand this ____ day of August, 1971.

Ennie B. Blackman Clerk of the Court

* * * * * * * * * * * * * * * *

CASEY FISHER,)

d/b/a)

FISHER BROTHERS) IN THE CIRCUIT COURT OF

CELERY COMPANY, BALDWIN COUNTY, ALABAMA

Plaintiff) AT LAW No. 9972

MALCOM REDMAN,

alias)

M.G. REDMOND,)
Defendant)

COMPLAINT

COUNT ONE

Plaintiff, Cornelius Fisher, Casey Fisher, d/b/a Fisher
Brothers Celery Company, claims of the Defendant, Malcom Redman,
alias M.G. Redmond, the sum of One thousand and no/100ths dollars
(\$1,000.00), due from the Defendant for money, on or about, to-wit:
the 14th day of April, 1969, received by the Defendant to the use
of the Plaintiff, which sum of money, with the interest thereon,
is still unpaid.

COUNT TWO

Plaintiff. Cornelius Fisher, Casey Fisher, d/b/a Fisher Brothers Celery Company, claims of the Defendant, Malcom Redman, alias M.G. Redmond, the sum of Two hundred and thirty-eight and 34/100ths dollars (\$238.34) for the unauthorized use by Defendant of a credit card for Pure Oil and a credit card for Marathon Oil, both of them owned by the Plaintiff, on or about, to-wit: the 14th day of April, 1969, which sum of money, with interest thereon, is still unpaid.

COUNT THREE

Plaintiff, Cornelius Fisher, Casey Fisher, d/b/a Fisher Brothers Celery Company, claims of the Defendant, Malcom Redman, alias M.G. Redmond, the sum of Two hundred and no/100ths dollars (\$200.00) as damages for the breach of an agreement, entered into by him on or about, to-wit: the 14th day of April, 1969, in substance as follows: Plaintiff agreed to hire the Defendant as a truck driver and Defendant agreed to drive a truck from Nashville, Tennessee, to Kalamazoo, Michigan.

And the Plaintiff says that, although it has complied with all its provisions on its part, the Defendant has failed to comply with the following provision, viz.; Defendant, instead of driving the truck back to Kalamazoo, left it in a truck terminal in Indianapolis, Indiana, without telling the Plaintiff, and Plaintiff was forced to expend \$200.00 in having the truck brought back to Kalamazoo, which sum of money is still unpaid by the Defendant.

Daniel E. Robison

P.O. Box 794, Foley, Ala. 36535 Attorney for the Plaintiff

AUG 4 1971

iry.

CASE NO. 9972

CORNELIUS FISHER, CASEY FISHER, d/b/a FISHER BROTHERS CELERY COMPANY

MALCOM REDMAN, alias M. G. REDMOND

A comment of the comm

EUNICE B. BLACKMON CLERK

.AUG 0 4 1971

TAYLOR VARANS

DANIEL E. ROBISON

9(3/8

TATE OF ALABAMA)	TO ANY	SF	ÆRI	FF	OF	THE	STAT	'E OI	F Al4	BAMA:
You are here			eđ	to	sum	mor	ı MAI	LCOM	RED	, Maiy	alias

REDMOND, of Route 2, Box 103, Bay Minette, Alabama, to appear within thirty days after the service of this summons in the Circuit Court to be held for said County, then and theretto demur or plead to the complaint of Cornelius Fisher and Casey Fisher, d/b/a Fisher Brothers Celery Company.

Witness my hand this 4 day of August, 1971.

Eunice B. Blackman

M.G.

CORNELIUS FISHER,

CASEY FISHER,

d/b/a

FISHER BROTHERS

IN THE CIRCUIT COURT OF

CELERY COMPANY,

Plaintiff

VS.

MALCOM REDMAN,

alias

M.G. REDMOND,

Defendant

COMPLAINT

COUNT ONE

Plaintiff, Cornelius Fisher, Casey Fisher, d/b/a Fisher
Brothers Celery Company, claims of the Defendant, Malcom Redman,
alias M.G. Redmond, the sum of One thousand and no/100ths dollars
(\$1,000.00), due from the Defendant for money, on or about, to-wit:
the 14th day of April, 1969, received by the Defendant to the use
of the Plaintiff, which sum of money, with the interest thereon,
is still unpaid.

COUNT TWO

Plaintiff, Cornelius Fisher, Casey Fisher, d/b/a Fisher Brothers Celery Company, claims of the Defendant, Malcom Redman, alias M.G. Redmond, the sum of Two hundred and thirty-eight and 34/100ths dollars (\$238.34) for the unauthorized use by Defendant of a credit card for Fure Oil and a credit card for Marathon Oil, both of them owned by the Plaintiff, on or about, to-wit: the 14th day of April, 1969, which sum of money, with interest thereon, is still unpaid.

COUNT THREE

Plaintiff, Cornelius Fisher, Casey Fisher, d/b/a Fisher
Brothers Celery Company, claims of the Defendant, Malcom Redman,
alias M.G. Redmond, the sum of Two hundred and no/100ths dollars
(\$200.00) as damages for the breach of an agreement, entered into by
him on or about, to-wit: the 14th day of April, 1969, in substance
as follows: Plaintiff agreed to hire the Defendant as a truck driver
and Defendant agreed to drive a truck from Nashville, Tennessee, to
Kalamazoo, Michigan.

And the Plaintiff says that, although it has complied with all its provisions on its part, the Defendant has failed to comply with the following provision, viz.; Defendant, instead of driving the truck back to Kalamazoo, left it in a truck terminal in Indianapolis, Indiana, without telling the Plaintiff, and Plaintiff was forced to expend \$200.00 in having the truck brought back to Kalamazoo, which sum of money is still unpaid by the Defendant.

Dames 6. Volusar

Daniel E. Robison P.O. Box 794, Foley, Ala. 36535 Attorney for the Plaintiff

FILED

AUG 4 1971

EUNICE B. BLACKMON CIRCUIT

Mrs. Eunice Blackman
Clerk of Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

RE: Fisher v. Redman
No. 9972

Dear Eunice:

We have been unable to serve the Defendant

We have been unable to serve the Defendant on this case. The Plaintiff has not been able to give me a better address for the Defendant. Therefore, we cannot argue against an order dismissing this case.

Very truly yours

Daniel E. Robison

DER/je