
COMPLIMENTARY COPY

*Not a new rifle
No foundation*

1
2 IN THE UNITED STATES DISTRICT COURT
3 FOR THE DISTRICT OF OREGON

4 TERI SEE and DARREL SEE,)
5 wife and husband,)
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Civil No. 81-886

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12 TELEPHONE DEPOSITION OF JAMES SANDERS
13 Taken in Behalf of Plaintiffs

16 BE IT REMEMBERED that, pursuant to court order
17 and oral stipulation hereinafter set forth, the telephone
18 deposition of JAMES SANDERS, was taken in behalf of the
19 Plaintiffs, before Theresa Gach, a Notary Public for
20 Oregon, on Wednesday, August 4, 1982, beginning at 3:05 p.m.
21 in the law offices of Bodyfelt, Mount, Stroup & Chamberlain,
22 214 Mohawk Building, Portland, Oregon.

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APPEARANCES:

Mr. Peter R. Chamberlain and Ms. Kathy Janssen, of attorneys,
appearing in behalf of the Plaintiffs;
Mr. James D. Huegli, of attorneys, appearing in behalf
of the Defendant.

ALSO PRESENT:

Ms. Kathy Auguston.

COMPUTER ASSISTED TRANSCRIPTION

-BY-

GEESMAN & ASSOCIATES
310 S. W. 4TH, Suite 512
Portland, Oregon 97204
(503) 222-3222

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STIPULATION

(At said time and place the following stipulation was entered into between the attorneys present in behalf of the respective parties:)

It is hereby stipulated and agreed by and between the parties hereto, through their respective attorneys of record, that the deposition of JAMES SANDERS may be taken in behalf of the Plaintiffs, on Wednesday, August 4, 1982, at the time and place set forth in the caption hereof, before Theresa Gach, a Notary Public for Oregon, and in stenotype by the said Theresa Gach.

It is further stipulated that the deposition when fully transcribed, may be used in the trial of the above-entitled action as by the law and the Rules of Civil Procedure for District Courts of the United States provided; that all questions as to the notice of the time and place of taking the same are waived; and that all objections as to the form of questions are waived unless objected to at the time the questions are asked, but that all objections as to materiality, relevancy and competency of the questions and answers are reserved to the parties until the time of trial.

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JAMES SANDERS

was thereupon produced as a witness in behalf of the Plaintiff and, having been first duly sworn on oath, was examined and testified as follows:

EXAMINATION

(BY MR. CHAMBERLAIN):

Q. Mr. Sanders, my name is Peter Chamberlain, I'm the attorney representing the plaintiffs, Mr. and Mrs. See in a lawsuit that they brought against Remington Arms Company. Mr. Huegli is here on the phone and he's the attorney for Remington Arms. This is our opportunity to take your testimony under oath about Remington Arms that you have owned. Okay?

A. Right.

Q. Could you please state for the record your full name and spell it for the court reporter.

A. James E. Sanders.

Q. Is that S-a-n-d-e-r-s?

A. Yes.

Q. What's your address?

A. 447 Layson Boulevard, Jackson, Mississippi.

1 Q. That is your permanent residence in Mississippi?
2 A. Yes. Zip code 39212.
3 Q. Thank you. I understand that you at some time ago
4 purchased a Remington rifle?
5 A. Yes.
6 Q. What model rifle was that?
7 A. Model 700.
8 Q. Do you remember the designation? Was it a DBL?
9 A. It don't say here. I've got the gun here with me. It
10 just says Remington Model 700.
11 Q. Do you have the serial number there?
12 A. Yes, I do.
13 Q. Could you read that into the record for us, please?
14 A. 6749631.
15 Q. Is that a 30 aught 6?
16 A. That's a 30 aught 6.
17 Q. Did you purchase it new?
18 A. Yes.
19 Q. When did you purchase it, about?
20 A. Christmas a year ago.
21 Q. That would be December of '80 or '81?
22 A. '81.
23 Q. So you've had it less than a year?
24 A. Yes.
25 Q. Where did you purchase it?

1 A. From Surplus City U.S.A.
2 Q. That is in Jackson?
3 A. Yes.
4 Q. Have you ever had any problems with the gun?
5 A. Yes, I have.
6 Q. Could you describe those problems to us, please?
7 A. Yes. When you start to unload it, it will fire by
8 itself, you don't have to touch anything. You take the
9 safety off, it will automatically fire.
10 Q. How many times has this happened to you?
11 A. I would say six, seven times. First time it happened,
12 I almost shot my son with it.
13 Q. Was he in the room?
14 A. No, he was outside.
15 Q. How close was your son?
16 A. He was about six foot.
17 Q. And it almost hit him?
18 A. Yes.
19 Q. When this happened on each occasion, were you just in
20 the process of moving the safety from the safe position
21 to the fire position?
22 A. Right.
23 MR. HUEGLI: Object to the form of the
24 question as leading.
25 (BY MR. CHAMBERLAIN):

1 Q. Let me rephrase that, Mr. Sanders. Please tell me on
2 each occasion that this incident occurred where the gun
3 fired, what were you doing with the gun mechanically?
4 A. All I done was flip the safety to the position where I
5 could get the bolt to unload it and it automatically
6 fired, you don't have to touch anything. When you flip
7 the safety off, it automatically fires.
8 Q. Just so I'm sure I understand, you're saying the safety
9 is going from the -- is it called the on safe position?
10 A. Yes.
11 Q. To the what, the fire position?
12 A. Fire position. And it will automatically fire by
13 itself.
14 Q. Now, on the occasions that this occurred, did you have
15 your finger or any other part of your body on the
16 trigger of the gun?
17 A. No.
18 Q. Did you have any foreign objects or anything else in
19 the room near the gun?
20 A. No. The first time I done it, I says, well, maybe I
21 did have my finger on the trigger, but from then on I
22 made extra sure that my hand wasn't no where around it,
23 and it don't -- it didn't matter, you could take a
24 stick, as far as that goes, and flip it and it will
25 fire by itself. You don't have to have your finger no

1 wheres about it.

2 Q. Can you tell me a little bit about the condition of

3 this gun during the time you've owned it? Have you

4 maintained it?

5 A. Do what?

6 Q. Have you maintained this gun during the time you've

7 owned it?

8 A. I've cleaned it and oiled it, you know, but as far as

9 taking anything off it or taking it apart or anything

10 like that, I've never done that, no.

11 Q. Have you done anything to alter it in any way?

12 A. The only thing I done was it got a scope on it and it

13 was on there when I got the gun, that's the only thing

14 that's on the gun. And like I say, it was on there

15 when I bought the gun, the scope was.

16 Q. And were any repairs done to this gun between the time

17 you purchased it and the time that these problems

18 occurred?

19 A. Well, after it started doing it, I took it back to

20 Surplus City, and the boy down there sent it back to

21 Remington Arms Company.

22 Q. We'll get to that in minute. I'm asking you between

23 the time you purchased it and the time it first fired

24 when the safety was flipped, did you ever have it in

25 for repairs?

1 A. No.

2 Q. Is this rifle designed such that you cannot unload
3 bullets from it without taking the safety off?

4 A. Yes, it is. You have to have the safety off before you
5 can take the shells out of it.

6 Q. Thank you very much, Mr. Sanders. Mr. Huegli is now
7 entitled to ask you some follow-up questions and then
8 I'll have one more for you when he's done.

9

10 EXAMINATION

11

12 (BY MR. HUEGLI):

13 Q. Mr. Sanders, as I understand it, you flipped the safety
14 from the safe position to the fire position and the gun
15 discharged?

16 A. Right.

17 Q. Did it always do it every time you moved the safety?

18 A. No.

19 Q. Just sometimes?

20 A. Just sometimes. Like before I was telling him, you
21 don't know when it's going to happen. One time it will
22 do it and the next time it won't.

23 Q. After you got it back from Remington Arms ----

24 A. I haven't fired it since I got it back, I'm scared to.

25 Q. -- have you moved the safety back and forth with any

1 bullets in it just to see if it ----

2 A. You know, I haven't had no bullets in it. I haven't

3 put a shell in it since I got it back.

4 Q. You don't understand my question. Since you got it

5 back from Remington, have you flipped the safety back

6 and forth with the gun cocked to see if it would

7 otherwise discharge if there was rifle bullets in the

8 chamber?

9 A. I haven't done nothing with it. All I did was put it

10 away when I got it back.

11 Q. You had the gun about six or eight weeks before you

12 sent it back to Remington?

13 A. Do what now?

14 Q. You only had it a few weeks before it went back to

15 Remington, right?

16 A. No, I hunted with it a little while and I got scared

17 and I sent it back to Remington.

18 Q. You got the gun in December of '81?

19 A. Yes.

20 Q. It went back to Remington in January of '82?

21 A. Something like that, yes. I haven't had it back from

22 Remington very long. I've had it back for about a

23 month, a month-and-a-half, because it stayed gone about

24 two, three months.

25 Q. Did Remington send you a letter?

1 A. No.
2 Q. You just got the gun back with no explanation?
3 A. They didn't send it back to me, they sent it back to
4 Surplus City.
5 Q. Nothing from Remington saying that the gun was okay or
6 there was nothing wrong with it?
7 A. Nothing from Remington. I have not received anything
8 from Remington.
9 Q. Do you know if the gun has been repaired or if it works
10 okay now?
11 A. No, I sure don't because, like I say, I haven't used
12 it. I haven't fooled with it, I'm scared to, really,
13 because I could kill somebody with it. I took it back
14 to Surplus City to swap guns with me because I was
15 scared of it, but they wouldn't do it.
16 Q. Do they have other Model 700's for sale?
17 A. Do what?
18 Q. Do they have other rifles for sale?
19 A. Yes.
20 Q. Other Model 700's?
21 A. They have all kinds of guns out there. They are one of
22 the biggest gun dealers in Jackson.
23 Q. Thank you.

24
25 EXAMINATION -

1
2 (BY MR. CHAMBERLAIN):

3 Q. Mr. Sanders, under the federal rules of civil
4 procedure, you have the right to read the transcript of
5 this deposition and make any corrections that need to
6 be made and then sign it, or you can waive that right.
7 The court reporters are generally pretty accurate, so
8 you're fairly safe in waiving it if that's what you
9 want to do, but if you want to read and sign it, that's
10 fine.

11 A. I told the truth about everything I know about the gun.
12 Like I say, I would like to get my gun something done
13 to it or get another gun in place of it or something
14 because I'm scared to use it, so anything I can do I'll
15 be more than happy to do.

16 Q. Do you want to read and sign it or do you want to
17 waive?

18 A. Go ahead. I'm satisfied.

19 Q. You'll waive it, okay. Thank you very much.

20 (Deposition concluded at 3:15 p.m.)
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1
2 STATE OF OREGON)
3) ss
4 COUNTY OF MULTNOMAH)

5 I, the undersigned, Theresa Gach, a Notary
6 Public for Oregon, do hereby certify that JAMES SANDERS
7 personally appeared before me at the time and place mentioned
8 in the caption of the foregoing deposition; that Mr. Peter
9 Chamberlain and Ms. Kathy Janssen appeared in behalf of the
10 Plaintiffs, and that Mr. James Huegli appeared in behalf
11 of the defendant, and the said witness being by me first
12 duly sworn to testify the truth, the whole truth and nothing
13 but the truth, in answer to oral interrogatories, testified
14 as in the foregoing annexed deposition, Pages 1 to 12, both
15 inclusive set forth.

16 I further certify that all interrogatories pro-
17 pounded to said witness, together with the answers of said
18 witness thereto, and all objections and other oral proceed-
19 ings occurring upon the taking of said deposition, were
20 then and there taken down by me in stenotype and there-
21 after reduced to typewriting under my direction, and that
22 the foregoing annexed transcript, Pages 1 to 12, both
23 inclusive, constitutes a full, true and accurate
24 transcript of said deposition and proceedings, so taken
25 by me in stenotype on said date, as aforesaid, and of the
whole thereof.

1 I further certify that I am not a relative or
2 employee or attorney or counsel for any of the parties,
3 or a relative or employee of such attorney or counsel,
4 or financially interested in said cause.

5 IN WITNESS THEREOF, I have hereunto set my
6 hand and notarial seal this 16th day of September, 1982.
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9
10 /s/Theresa Gach

11 Notary Public for Oregon

12 My commission expires: 11/01/83
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