

**REMINGTON ARMS COMPANY, INC.**

INTER-DEPARTMENTAL CORRESPONDENCE



Bridgeport, Connecticut  
February 5, 1973

BROWN V. REMINGTON

The Brown case was settled before trial for \$8,500.

The plaintiff alleged that his left foot was permanently disabled when his hunting companion, Charles Kuncher, attempting to unload his new Remington 30-06, Model 700, accidentally discharged the gun in the plaintiff's direction when he put the safety in the off position without touching the trigger. Remington's defense, which was based upon our examination of the subject firearm, was that sometime after the gun had left the factory the sear and connector engagement had been reduced to a point where the movement of the safety could cause the gun to discharge. Our position was based upon the observation that the seal and staking on the trigger engagement screw was broken, and that marks were evident on the screw head slot indicating some adjustment had been attempted. The plaintiff's counsel acknowledged this objective evidence, but maintained that the adjustment was attempted after the accident had occurred when he and the plaintiff tried to duplicate the unintentional firing in front of several witnesses. Since the case was going to turn solely on the credibility of the plaintiff and his witnesses, and because Charles Kuncher was uninsured and thus would be unable to participate in any judgment in the plaintiff's favor, the settlement effected to avoid cost of litigation and risk of liability seems to have been in Remington's best interest.

RBS/rk

  
R. B. Sperling

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY, PENNSYLVANIA.  
CIVIL ACTION - LAW

THOMAS JOHN BROWN,  
Plaintiff

vs

MONTGOMERY WARD AND COMPANY,  
INC., a corporation, and  
REMINGTON ARMS CO., INC., a  
corporation,  
Defendants

No. 865 A Term, 1971

COMPLAINT IN TRESPASS  
FIRST COUNT

Thomas John Brown

v.

Montgomery Ward and Co., Inc.

1. Plaintiff, Thomas John Brown, is an individual and resides at 244 Owens Avenue, Derry, Westmoreland County, Pennsylvania.

2. Defendant, Montgomery Ward and Co., Inc., is a corporation authorized to do business in the Commonwealth of Pennsylvania with a place of business at the Greengate Mall, Greensburg, Westmoreland County, Pennsylvania.

3. Defendant, Remington Arms Co., Inc., is a corporation organized and existing under the laws of the State of Connecticut, and authorized to do business in the Commonwealth of Pennsylvania, and actually doing business through Montgomery Ward and Co., Inc.

4. On December 3, 1970, Charles Kuncher, (not a party to this action), of Derry, Westmoreland County, Pennsylvania, purchased a Remington 30.06 Model 700 rifle from Montgomery Ward and Co., Inc. at the Greengate Mall branch of said Company.

5. Montgomery Ward and Co., Inc., is engaged in the sale of firearms.

6. On December 12, 1970, at or about 11:15 o'clock, A. M., Charles Kuncher, along with the plaintiff, was hunting with other individuals when Charles Kuncher attempted to unload his rifle and the said rifle, without notice and without instance of Charles Kuncher, discharged, causing injuries and damages to the plaintiff, Thomas John Brown, as hereinafter set forth.

7. At no time between the date of the purchase and the date of the accident was the said firearm changed or altered in any manner. Nor was the same tampered with in any way. It was expected to, and it did reach Charles Kuncher without substantial change in the condition in which it was sold.

8. As a result of a defective condition which existed in the firearm, making it unreasonably dangerous to the plaintiff, the same discharged, causing damages and injuries to the plaintiff, Thomas John Brown.

9. The plaintiff was damaged as a result of the aforementioned defective condition of the rifle, and sustained the following serious and severe injuries, all of which may be permanent in nature:

- a. Oblique comminuted fracture of the distal end of the shaft of the second and third metatarsal bones of the left foot;
- b. Injuries and damages to the muscles, ligaments, tendons, and bones of the left foot;
- c. Bruises and contusions in and about the muscles, ligaments, tendons, tissues of the left foot and other affected areas;
- d. Other serious and severe injuries.

10. As a result of the defective condition of the rifle, the plaintiff was caused to sustain further damages as the result of his injury, as follows:

- a. He was caused to suffer great pain, inconvenience, embarrassment and mental anguish;
- b. He has been and will be deprived of his earnings;
- c. His earning power has been impaired;
- d. He has been and will be required to expend large sums of money for surgical and medical attention, hospitalization, medical supplies, surgical appliances, and medicines.

WHEREFORE, the plaintiff demands judgment against the defendant in a sum in excess of \$10,000.00.

SECOND COUNT

Thomas John Brown  
v.  
Remington Arms Co., Inc.

11. Plaintiff incorporates by reference, Paragraphs 1 thru 10, as if the same were set out with particularity.

12. Remington Arms Co., Inc., is a corporation which manufactures and supplies firearms and ammunition to the defendant, Montgomery Ward and Co., Inc.

13. The defendant, Remington Arms Co., Inc., supplied the defendant, Montgomery Ward and Co., Inc., with the rifle hereinabove described, which was itself, defective.

14. As a result of the aforementioned defective rifle, the plaintiff sustained the injuries hereinabove set out.

WHEREFORE, plaintiff demands judgment against the defendant, Remington Arms Co., Inc., in an amount in excess of \$10,000.00.

BOYLE, NAKLES, REEVES & STILLWAGON

By: Ned J. Nakles

Ned J. Nakles

William C. Stillwagon

William C. Stillwagon  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA )  
: SS:  
COUNTY OF WESTMORELAND )

Before me, the undersigned authority, personally appeared  
THOMAS JOHN BROWN, who, being duly sworn according to law, deposes  
and says that the facts set forth in the foregoing Complaint are  
true and correct to the best of his information, knowledge and  
belief.

Thomas John Brown  
Thomas John Brown

SWORN to and subscribed )  
before me this 16 day )  
of June, 1971. )

Miss Helen M. Mungo

Served the within Complaint in Trespass, June 18, 1971, on the Secretary of the Commonwealth, C. DeLores Tucker, on behalf of Remington Arms Company, Inc., a corporation, at Bridgeport, Connecticut 06602, by mailing a copy of the within Complaint, certified by the Plaintiff, in a registered letter, postage prepaid, to the said Secretary of the Commonwealth, at Harrisburg, Pennsylvania, as will appear from registry receipt and return card attached hereto and made a part of this return.

So answers,

*John W. Peck*  
Sheriff

<p>-COMMON PLEAS- CIVIL ACTION - LAW No. <i>865 AP</i> Term, 1971</p>	<p>THOMAS JOHN BROWN, Plaintiff  vs  MONTGOMERY WARD AND COMPANY, INC., a corporation, and REMINGTON ARMS CO., INC., a corporation, Defendants</p>	<p><u>COMPLAINT IN TRESPASS</u></p>	<p>To the within Defendants:  You are hereby notified to plead to the within Complaint within 20 days from the date of service hereof, or a default judgment may be rendered against you.</p>	<p><i>William C. Stillwagon</i> Attorney for Plaintiff  LAW OFFICES BOYLE, NAKLES, REEVES &amp; STILLWAGON 15 EAST OTTERMAN STREET GREENSBURG, PENNSYLVANIA 15601</p>
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