

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

THOMAS JOHN BROWN,  
Plaintiff

vs.

No. 865 April Term, 1971

MONTGOMERY WARD AND COMPANY,  
INC., a corporation and  
REMINGTON ARMS CO., INC., a  
corporation,  
Original Defendants,  
and  
CHARLES KUNCHER,  
Additional Defendant

ORIGINAL DEFENDANT, REMINGTON ARMS CO., INC.  
COMPLAINT AGAINST ADDITIONAL DEFENDANT

COMES NOW, Remington Arms Company, Inc., a corporation,  
(incorrectly referred to as Remington Arms Co., Inc. in the  
original Complaint) one of the original Defendants in the above  
case, by and through its counsel, Messrs. Costello & Snyder and  
hereby joins CHARLES KUNCHER, as additional Defendant in this  
case, upon a cause of action whereof the following is a statement:

1. The Plaintiff above named filed his Complaint in  
Trespass against the original Defendants above named seeking to  
redress himself in money damages as a result of an accident which  
occurred on December 12, 1970. A copy of said Complaint is  
attached hereto and insofar as the allegations contained in said  
Complaint are pertinent to this joinder, they are incorporated  
as though set out at length herein.

2. The additional Defendant Charles Kuncher is an  
individual who is a resident of 608 North Chestnut, Derry,  
Westmoreland County, Pennsylvania.

3. The Complaint in Trespass alleges and avers, inter  
alia, that the original Defendant, Remington Arms Company, Inc., a  
corporation, supplied the other original Defendant, Montgomery  
Ward and Co., Inc., with a certain defective Remington 30.06

Model 700 rifle, and said Complaint alleges negligence on both of the above named original defendants, which negligence allegedly was the proximate cause of the accident, injuries and damages claimed by the Defendant.

4. The original Defendant, Remington Arms Company, Inc., denies that it was in any way negligent or that any of its alleged negligence was the proximate cause of the accident, injuries or damages and, on the contrary, alleges and avers that solely in the event at the trial of this case there is any negligence proven by the Plaintiff which was the proximate cause of his accident, injuries and damages, such negligence was the negligence of the additional Defendant, Charles Kuncher and by this Complaint, the said Remington Arms Company, Inc., desires to preserve its right of contribution against said additional Defendant only in the event that upon the trial of this case there should be any negligence shown on the part of the said Remington Arms Company, Inc., which was the proximate cause of the accident, injuries and damages.

5. The original Defendant, Remington Arms Company, Inc. alleges and avers that on or about December 3, 1970, the said Charles Kuncher purchased the above referred to rifle and further alleges and avers that in the event that there was any negligence which was the proximate cause of the accident, injuries and damages sustained by Plaintiff, the additional Defendant, Charles Kuncher was negligent and his negligence was the sole, proximate cause of the accident, injuries or damages or, in the alternative, was a contributing cause with any negligence which might be shown by the Plaintiff on the part of any of the other parties to this law suit and that said negligence on the part of Charles Kuncher, consisted, inter alia, of the following particulars:

- (a) In that said additional defendant attempted to unload said rifle without taking proper safety precautions to insure the safety of others in the vicinity;

(b) In that said additional defendant used and operated said rifle in a negligent, careless and reckless manner without regard to the safety of others in the vicinity, particularly the plaintiff in this case;

(c) In that said additional defendant undertook to use and operate said rifle without sufficient knowledge on the operations of said rifle;

(d) In that said additional defendant failed to warn the plaintiff of his actions, i.e., of the fact that he was unloading said rifle;

WHEREFORE, the original Defendant, Remington Arms, Company, Inc., hereby joins Charles Kuncher as additional Defendant in this case and alleges and avers that said additional Defendant is either solely liable to the Plaintiff upon the cause of action declared upon or, in the alternative, is jointly liable with the original Defendant or defendants in this case, only in the event that there should be any negligence shown on the part of the original Defendant or either of them at the trial of this case.

COSTELLO & SNYDER

By  
Attorneys for Original  
Defendant Remington Arms  
Company, Inc.

AFFIDAVIT

STATE OF CONNECTICUT                     )  
COUNTY OF Fairfield                    ) SS:

BEFORE ME, the undersigned authority, a notary public,  
in and for said State and County, personally appeared  
Robert B. Spiering, who is Associate Counsel  
of Remington Arms Company, Inc., and being authorized to do so  
and being duly sworn according to law, deposes and says that the  
facts set forth in the foregoing Complaint Against Additional  
Defendant are true and correct.

REMINGTON ARMS COMPANY, INC.,

By: Robert B. Spiering

SWORN TO and subscribed  
before me this 12th day  
of August, 1971.

Coralie A. Kekas  
Notary Public

My Commission Expires: March 31, 1973