

August 5, 1971

G. Fletcher Ward, Jr., Esq.
Montgomery Ward & Company
1000 S. Monroe Street
Baltimore, Maryland 21232

Dear Mr. Ward:

Thomas J. Brown v.
Montgomery Ward and Remington Arms Company, Inc.

I have received your letter, dated August 2, 1971, requesting that Remington assume the defense of Montgomery Ward & Company in the above-referenced litigation.

We have Vendor's Liability insurance coverage and consequently, I have referred your request to our insurance carrier, with instructions that they contact you immediately on this matter.

Very truly yours,

R. B. Sperling
Associate Counsel

RBS:CK

cc: Liberty Mutual Insurance Co.
P831-55884-HOD; PD186-6657



RECEIVED
AUG 4 - 1971
R. B. SPERLING

August 2, 1971

R. B. Sperling, Esquire
Associate Counsel
Remington Arms Company, Inc.
939 Barnum Avenue
Bridgeport, Connecticut 06602

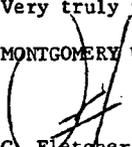
Dear Sir:

You will find attached copy of suit papers served on Montgomery Ward & Company, requiring Answer to be filed on or before July 16, 1971. The suit papers have been turned over to our attorneys, Stewart, Belden, Sensenich & Harrington in Greensburg, Pennsylvania, merely for the purpose of obtaining an extension of time in which to file an Answer, in order that Default Judgment will not be obtained against us.

It is hereby requested that you provide defense for and save harmless Montgomery Ward & Company in the pending suit. Upon notice from you that you will provide such defense, I will advise our attorneys to substitute your attorney. Please let me hear from you at your earliest convenience.

Very truly yours,

MONTGOMERY WARD & CO., INCORPORATED


G. Fletcher Ward, Jr.
Senior Attorney

GFW,jr/bb

Att.

REGIONAL LAW DEPARTMENT / 1000 S. MONROE ST. / BALTIMORE / MARYLAND 21232 / TELEPHONE 837-6000

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. 83 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.

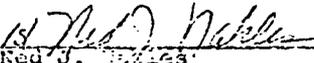
13. The defendant, Remington Arms Co., Inc., supplied the defendant, Montgomery Ward and Co., Inc., with the rifle hereinabove described, which was itself, defective.

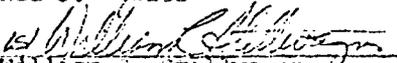
14. As a result of the aforementioned defective rifle, the plaintiff sustained the injuries hereinabove set out.

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:


Red J. Reeves


William C. Stillwagon
Attorneys for Plaintiff

