8/9/71, DJS/ls, #5384

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 pat of Charles Kuncher, consisted, inter alia, of thefollowing 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.

A F F I D A V I T

STATE OF CONNECTICUT)
) SS:
COUNTY OF)

BEFORE ME, the undersigned authority, a notary public, in and for said State and County, personally appeared _____, who is _____ 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: _____

SWORN TO and subscribed before me this _____ day of _____, 1971.

_____
Notary Public

My Commission Expires: