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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

TERI SEE and DARREL SEE, )  
wife and husband, )  
Plaintiffs, )  
vs. )  
REMINGTON ARMS COMPANY, INC., )  
a Delaware corporation, )  
Defendant. )

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Civil No. 81-886

TELEPHONE DEPOSITION OF SIDNEY V. JACKSON  
Taken in behalf of the Plaintiffs

BE IT REMEMBERED That, pursuant to oral stip-  
ulation hereinafter set forth, the telephone deposition of  
SIDNEY V. JACKSON was taken in behalf of the Plaintiffs, before  
Patricia Williams, a Notary Public for Oregon, on Wednesday,  
August 4, 1982, beginning at 5:00 p.m., in the law offices of  
Bodyfelt, Mount, Stroup & Chamberlain, 214 Mohawk Building,  
708 Southwest 3rd Avenue, Portland, Oregon.

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APPEARANCES:

Mr. Peter R. Chamberlain, appearing in behalf of Plaintiffs

Teri See and Darrel See;

Mr. James D. Huegli, appearing in behalf of Defendant

Remington Arms Company, Inc.

ALSO PRESENT:

Ms. Kathy Janssen

EXAMINATION INDEX

Examination by:	Pages
Mr. Chamberlain	4
Mr. Huegli	9

COMPUTER ASSISTED TRANSCRIPTION

-BY-

GEESMAN & ASSOCIATES

310 S. W. 4TH, Suite 512

Portland, Oregon 97204

(503) 222-3222

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

4 It is hereby stipulated and agreed by and between  
5 the parties hereto, through their respective attorneys of  
6 record, that the telephone deposition of SIDNEY V. JACKSON  
7 may be taken in behalf of the Plaintiffs at the time and place  
8 set forth in the caption hereof, before Patricia Williams, a  
9 Notary Public for Oregon, and in stenotype by the said  
10 Patricia Williams.

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

1 SIDNEY VERN JACKSON

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

5  
6 EXAMINATION

7 (BY MR. CHAMBERLAIN):

8 Q. Mr. Jackson, could you please spell your full name for  
9 the record?

10 A. My name is Sidney Vern Jackson; S-i-d-n-e-y; middle  
11 name, V-e-r-n; last name, J-a-c-k-s-o-n.

12 Q. And what's your address?

13 A. 411 Connie, C-o-n-n-i-e.

14 Q. And the town?

15 A. Los Alamos, New Mexico.

16 Q. And what is the zip code?

17 A. 87544.

18 Q. Are you a permanent resident of New Mexico?

19 A. Yes, I am.

20 Q. Okay. Mr. Jackson, we've been introduced. My name is  
21 Peter Chamberlain. I'm the attorney representing Mr.  
22 and Mrs. See in the lawsuit that they have filed  
23 against Remington Arms Company. And Mr. Huegli, who is  
24 on the line with us, is representing Remington.

25 A. Right.

1 Q. I understand that you at one time owned a Remington  
2 rifle?  
3 A. Yes, I did.  
4 Q. Do you remember the model number of that rifle?  
5 A. It was a Remington 700 DBL 30 aught 6.  
6 Q. A DBL. That is "A" as in apple, "D" as in David and  
7 "L" as in Larry?  
8 A. Right.  
9 Q. And a 30 aught 6, right?  
10 A. Yes, right.  
11 Q. Did you purchase it new?  
12 A. Yes, I did.  
13 Q. Do you remember the date?  
14 A. It was early in July, in 1979.  
15 Q. Okay.  
16 A. After the fourth, but before the fifteenth.  
17 Q. Okay. And do you remember where you purchased it?  
18 A. I purchased it at the TG & Y Store in Los Alamos, New  
19 Mexico.  
20 Q. Okay. I understand you've since sold that rifle?  
21 A. Yes, I did.  
22 Q. Do you still have anything that would indicate what the  
23 serial number is on the rifle?  
24 A. I called the people who bought it and got the serial  
25 number.

1 Q. Would you read that to us, please?  
2 A. "A" as in apple, 6485099.  
3 Q. Okay. Is this the only Remington you've ever owned?  
4 A. I owned an 1100 shotgun.  
5 Q. Okay. Is this the only 700 you've owned?  
6 A. Right.  
7 Q. Is it the same rifle that you had a problem with and  
8 corresponded with Remington about?  
9 A. Yes.  
10 Q. Okay. Can you tell us a little bit about the problems  
11 you had with the rifle?  
12 A. I took it on my first hunting trip in November of '79,  
13 and after the first day's hunt, I took it off the  
14 safety in camp. It went off when I removed the safety.  
15 Q. Now, when that happened, do you know whether or not you  
16 had your finger on the trigger or any part of your body  
17 on the trigger?  
18 A. I don't think that I did. However, the friends that  
19 were with me, in going over it since it was my first  
20 trip, we decided it was possible.  
21 Q. And did it happen again?  
22 A. Yes. After that, we checked it out a couple of times,  
23 or I checked it out a couple times first, and then a  
24 third time with this friend. And when I pushed the  
25 safety, making sure my finger wasn't on the trigger, it

1           went off.

2       Q.   How many times did that happen?

3       A.   Three times that I can recall.

4       Q.   On each of those occasions, you are certain that no

5           part of your body touched the trigger?

6       A.   Yes, I am.

7       Q.   Was there anything else, any foreign matter, any part

8           of your clothing or anything near the trigger that

9           could have been pressing on it?

10      A.   No.

11      Q.   Okay. How about the maintenance and condition of the

12           gun? What did you do to maintain it, if anything?

13      A.   I bought it in July of 1979. It was fired twice prior

14           to the hunting trip; once to site in on the iron sites.

15           I then bought a scope and mounted the scope on the

16           rifle and mounted a sling strap on the stock of the

17           rifle and sited it in, fired it, you know, ten to

18           fifteen times. Both times were for siting; for the

19           iron sites and then the scope. And after each firing,

20           I cleaned it and lubricated the gun with G-96 gun oil.

21      Q.   Is that a Remington product?

22      A.   No, I do not think so. It's a relatively standard

23           cleaning and lubricant.

24      Q.   Something you purchase at a gunshop?

25      A.   Yes.

1 Q. Okay.

2 A. It was mainly for cleaning the barrel and the bolt.

3 Q. So, you fired it those two occasions before this first  
4 accidental discharge?

5 A. Yes.

6 Q. Now, after you had those problems that you've described  
7 for us, what did you do? Did you send the gun to  
8 Remington?

9 A. I don't recall exactly what I did first. I think I  
10 corresponded with them but I am not positive on that.

11 There was an elk hunt after that, and -- I finished  
12 the deer hunt by carrying the rifle with the bolt open.  
13 So, I took part in the elk hunt the first week in  
14 December of '79 and then after that, sent the -- mailed  
15 the gun to Remington. I told them about the problem.

16 I did talk with a gunsmith who told me that there  
17 was a possibility that there was some lubricant in the  
18 trigger mechanism and I removed the trigger mechanism  
19 and essentially flushed it with a cleaning solvent.  
20 But I never checked to see if that worked or not, not  
21 wanting the gun to go off.

22 Q. Okay. Now, am I correct that this is the type of  
23 Remington rifle that you cannot unload without putting  
24 the safety in the fire position?

25 A. Right.

1 Q. Okay. Do you know if Remington replaced the trigger on  
2 your rifle?

3 A. Yes. When I got the rifle back, Remington informed me  
4 that they had test fired the rifle some number of times --  
5 I seem to recall fifty -- that it had not shown this  
6 problem and they asked if I wanted the gun sent back as  
7 is or to have the trigger replaced. And I asked to  
8 have the trigger replaced which they informed me they  
9 did.

10 Q. When they were doing this test firing, do you know if  
11 they had the gun loaded or not? Did they tell you?

12 A. I presume if they fired it fifty times, that they  
13 loaded it.

14 Q. You presume that, but you don't know one way or the  
15 other?

16 A. No.

17 Q. Okay.

18 MR. CHAMBERLAIN: Those are all the questions  
19 I have. Mr. Huegli will probably have some questions  
20 for you and then I will discuss a further matter with  
21 you.

22 EXAMINATION:

23 (BY MR. HUEGLI):

24 Q. When you got the gun back from Remington, how did it  
25 work?

1 A. I hunted one more hunting season and had it sited in  
2 twice and used it one more time and never had any  
3 problem with it.

4 Q. So, when you got it back, the safety never caused the  
5 rifle to discharge or it never accidentally discharged  
6 again?

7 A. No.

8 Q. Who did you sell the gun to?

9 A. Let's see. I'm trying to think of the name right now  
10 again.

11 Q. You said you called them?

12 A. Yes. Owen Richie. First name is O-w-e-n, and I'm not  
13 sure on the spelling on the last name, R-i-c-h-i-e.

14 Q. And what is the phone number, please?

15 A. Let's see. The address is in Los Alamos, New Mexico.  
16 And the phone number is -- R-i-t-c-h-i-e -- and the  
17 phone number is, area code 505, 672-9521.

18 MR. HUEGLI: Thank you very much.

19 MR. CHAMBERLAIN: Is that all you have, Jim?

20 MR. HUEGLI: Yes.

21 MR. CHAMBERLAIN: Okay. Mr. Jackson, under  
22 the Federal Rules of Civil Procedure, you have the  
23 right to read the transcript of this deposition to make  
24 any corrections that might be necessary in case the  
25 court reporter has made a mistake or if you prefer, you

1 can waive that right. It's up to you. I can tell you  
2 that the court reporters are generally pretty accurate,  
3 but you have the right to read and sign if you want or  
4 you can waive that.

5 THE WITNESS: I'll waive that.

6 MR. CHAMBERLAIN: Okay. Thank you very much.

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8 (Deposition concluded at 5:13 p.m.)  
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STATE OF OREGON        )  
                          ) ss  
COUNTY OF MULTNOMAH)

I, the undersigned, Patricia Williams, a Notary Public for Oregon, do hereby certify that the telephone deposition of SIDNEY V. JACKSON was taken before me at the time and place mentioned in the caption of the foregoing deposition; that Mr. Peter R. Chamberlain appeared in behalf of the Plaintiffs Teri See and Darrel See and that Mr. James D. Huegli appeared in behalf of the Defendant Remington Arms Company, Inc., and the said witness being by me first duly sworn to testify the truth, the whole truth and nothing but the truth, in answer to oral interrogatories, testified as in the foregoing annexed deposition, Pages 1 to 11, both inclusive, set forth.

I further certify that all interrogatories propounded to said witness, together with the answers of said witness thereto, and all objections and other oral proceedings occurring upon the taking of said deposition, were then and there taken down by me in stenotype and thereafter reduced to typewriting under my direction, and that the foregoing annexed transcript, Pages 1 to 11, both inclusive, constitutes a full, true and accurate transcript of said deposition and proceedings, so taken by me in stenotype on said date, as aforesaid, and of the whole thereof.

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

IN WITNESS THEREOF, I have hereunto set my hand and notarial seal this 15th day of September, 1982.

/s/Patricia Williams  
Notary Public for Oregon  
My commission expires: 6/9/84