

80TH DISTRICT COURT OF HARRIS COUNTY, TEXAS

MIKE AHLSCHLAGER,

Plaintiff,

-vs-

No. 82-57749

REMINGTON ARMS COMPANY, INC., and
CARTER'S SHOOTING CENTER, INC.,
d/b/a CARTER'S COUNTRY, INC.,

Defendants.

Held at The Prospect Hotel
400 N. Prospect Street
Herkimer, New York
October 2, 1986

EXAMINATION BEFORE TRIAL of ROBERT B.

SPERLING, taken by the Plaintiff, pursuant to
Notice.

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MARTIN MURPHY, CSR, P.C.

SEE 3303

S T I P U L A T I O N S

IT IS STIPULATED by and between
the attorneys for the respective
parties that the testimony contained
herein may be used upon the trial of
this action; that all objections are
reserved until the time of trial,
and that the testimony be taken
before Therese Plante, a Registered
Professional Reporter and Notary
Public in and for the State of New
York, whose oath is waived.

-000-

R O B E R T B . S P E R L I N G , having been first
duly sworn by a Notary Public of the State of
New York, testified under his oath as follows:

BY MR. COCHRAN:

Q Would you state your full name for the record,
please?

A Robert B. Sperling.

Q By whom are you employed, Mr. Sperling?

A The Du Pont Company.

Q In what capacity?

A I'm in the legal department, general legal
division, and I'm employed as counsel.

Q So your official job title is simply counsel
to Du Pont Company?

A Right.

Q Okay. At one time, you had the responsibility
of supervising the Remington Arms firearms litigation,
did you not?

A That's right.

Q Do you still have that responsibility?

A Yes.

Q So even though you have moved from Remington

Arms as such over to Du Pont, you still maintain supervisory responsibility over Remington's litigation?

A That's correct.

Q Okay. Do you have general supervisory responsibility over all litigation or merely over firearms-related litigation?

A Over all Remington litigation except, perhaps, some litigation that deals with marketing in trust situations, but mostly all product liability litigation would come to my desk.

Q Okay. Now, Mr. Coley and I have agreed -- Mr. Coley being Remington's counsel in Houston -- have agreed to use in this trial, Ahlschlager trial, depositions which were taken in other Remington trials, that is, the Luey case, the Thomson against Messer case and the See case.

You have been deposed in at least the Luey case, I believe?

A Yes.

Q I am going to try not to reinvent the wheel with you. I'll try to cover territory that was not covered in that deposition. You also testified in court

in the Luey case, did you not?

A Yes.

Q Has that testimony been transcribed?

A I believe it has.

Q Do you have it available?

A No, I don't have it in my possession.

Q Who would have that testimony?

A I believe the plaintiff's attorney and perhaps our attorney.

Q Okay. Daily copies were made during the trial, I believe?

A Yes.

Q Is that correct?

A At least of my testimony, I believe that was true.

Q Right. And so do you believe that Remington's local counsel in the Luey case would have the copies of that testimony?

A I believe so.

MR. COCHRAN: Okay. Lee, I am going to ask that it, at my expense, a copy of that be obtained.

MR. WARE: If it's been transcribed, we'll ask the lawyer if we can have a copy.

MR. COCHRAN: Sure. Okay.

MR. WARE: While we're on the subject, let me add one more thing. When we get back to Houston, the best way to do this would be for you to just type up a quick letter to us or Coley and send it over to him telling him what we have agreed to do, because he and I will miss each other, and you'll end up unhappy with us if you don't do that.

MR. COCHRAN: I understand. Okay.

Q Can you give me a list of the Model 700 litigation against Remington, say, over the past five years?

A I could compile such a list.

Q Would you do so?

A Yes.

MR. WARE: We don't have any trouble with that.

MR. COCHRAN: What I'd like to have is to have the style of the case, cause number; court

in which it was pending and disposition, that is, what happened to the case, if it was tried, who the winning or who the losing party was; and if it was appealed, what the ultimate outcome was.

And I'd like to have some time frame within which that could be done, because we do have a trial date of October 27th.

MR. WARE: How long will it take you to do that?

THE WITNESS: This is -- So I have it all in my own mind, this is just Model 700 cases?

MR. COCHRAN: Yes.

THE WITNESS: Within the last five years from the date, regardless of what the cause or claim?

MR. COCHRAN: Yes.

THE WITNESS: Or complaint on the gun was?

MR. COCHRAN: Well, I would like to know what the complaint was, but, yes.

THE WITNESS: That's regardless of what it

was.

MR. COCHRAN: But I'd like to -- for you to tell me what the complaint was.

THE WITNESS: Probably, I could get to it next week.

MR. WARE: Say within two weeks.

MR. COCHRAN: Sure. Okay.

BY MR. COCHRAN:

Q Now, a case came up yesterday that I was not familiar with, Schiercock or Schierkolk, something like that, in Colorado. Does that ring a bell to you?

A Yes.

Q What was that case about?

A It was a Model 700 case, and the plaintiff was a young woman who was shot at close range in her thigh, I believe, by a gun handler who was in the process of unloading his Model 700.

Q Okay. Was that case tried?

A Yes, it was.

Q What was the outcome?

A Defendant's verdict.

Q Okay. The Luey case was recently tried in

Springfield, Missouri, I believe; is that correct?

A Yes.

Q What was the outcome of that case?

A That was a plaintiff's verdict.

Q Okay. What happened to that case after the trial, after the verdict at the trial level?

A An appeal has been taken.

Q And what were the issues in that case --

And let me be more specific. Did the Luey case involve the issue of design defect on the Model 700?

A Yes.

Q Did it involve, as a design defect, the contention that the bolt-lock feature of the Model 700 made it defectively designed?

A That was one of the issues, yes.

Q Did the jury find in favor of the plaintiff on that issue?

A The jury found in favor of the plaintiff without designating which of the four or five issues --

Q Okay.

A -- were involved.

Q Did the jury find in favor of the plaintiff then,

on all issues; is that what you're saying?

MR. WARE: Was it a general charge?

A General charge.

MR. WARE: Then you wouldn't know what the jury found.

THE WITNESS: I wouldn't know what it was.

Q Okay.

A There wasn't a specific set of interrogatories.

Q Okay. Well, there was a set of instructions by the Court, was there not?

A Instructions, yes.

Q Right. Did those instructions contain instructions in regard to the design defect contentions?

A Yes.

Q Okay. When did Remington file their appeal in that case?

A Within the last two weeks.

Q Yes. I'm not looking for specific dates. I'm trying to get the feel for the timing --

A Within the last two weeks, I believe, was the notice of appeal.

MR. WARE: As I understand what you're

saying, there is no final judgment in that?

THE WITNESS: Right.

Q And that's what I'm trying to find out.

A I see.

Q In the Shutts case -- Do you remember the style of that case, Shutts versus Remington? Is that all?

A Shutts, S-h-u-t-t-s.

Q Shutts, okay.

A Shutts versus Remington versus -- There were two defendants. Remington was one, and the gun handler was the other. And I'm afraid I don't remember the gun handler's name.

Q Okay. Well, that's fine. And what were the contentions in the Shutts case as from the plaintiff's standpoint?

A Well, the plaintiff was shot while the gun handler was attempting to unload the gun, and I believe the contention against Remington was defective design of the gun.

Q Was the presence of a bolt lock one of the elements of the defective design contention?

A Yes, it was.

Q Was it a Model 700 rifle?

A Yes.

Q What was the result of the trial of that case?

A It was a plaintiff's verdict.

Q Was it a plaintiff's verdict on the issue of defective design because of the bolt lock?

A It was a plaintiff's verdict against both defendants, and it was just a general verdict.

Q With the bolt-lock defective design being one of the contentions?

A One of the contentions, correct.

Q What's the status of that case?

A That settled -- closed.

Q Was that case appealed after the verdict?

A No, it was not.

Q Was the judgment paid?

A I believe -- Yes, it was.

Q Okay.

MR. WARE: Was it settled after the judgment?

THE WITNESS: It was -- After the

judgment, there was a decision to be made whether to appeal it or not, and I believe the ultimate settlement of the case was somewhat less than the judgment.

MR. WARE: In other words, it was settled, in other words?

A Yes.

Q And the judgement was entered, was it not?

A I believe so, yes.

MR. COCHRAN: Let's mark this as an exhibit.

(Exhibits 7 and 8 were marked for identification.)

Q I'm going to hand you what's been marked by the reporter as Exhibit 7 and Exhibit 8, which I received from the chief clerk of the Supreme and County Court of Oswego County, New York as being -- representing to me as being true and correct copies of the judgment and decision in the Shutts case.

Would you take a look at those? Have you had an opportunity to examine Exhibits 7 and 8?

A Yes.

Q Do those, in fact, appear to you to be what they're representing to be, that is, true copies of the Court's judgment?

A Yes, they do.

Q In the Shutts case, okay. Now, in Remington's payment of this judgment, insofar as you know, was the judgment ever withdrawn as a result of that payment?

A I don't know.

Q Would your files reflect that?

A I don't know.

Q Okay. Would you examine your files and determine whether or not the final payment of the Shutts judgment, what happened to the judgment?

MR. WARE: We won't agree to that. We'll examine the file. And with respect to any pleadings or anything that they happen to have copies of, we certainly have no problem giving you those. But it seems to me that that determination ought to be made examining the Court's file, and that's easily accessible to the attorneys. And I would prefer that we do

it that way.

MR. COCHRAN: I understand. And that's fine. In my conversations with the court clerk, it was represented to me that this is a final and existing judgment of record, and that's what they sent me.

MR. WARE: You know what the Court thinks of a final and existing judgment.

MR. COCHRAN: I understand.

MR. WARE: It may be very different, and I would think that we ought to examine the record rather than talk to the clerk.

MR. COCHRAN: And that's why I'm trying to find out from Mr. Sperling of his knowledge of what happened to the judgment.

MR. WARE: He doesn't know, and I will tell you what the file indicates.

MR. COCHRAN: Okay.

BY MR. COCHRAN:

Q Okay. Now, during the time that you were directly employed by Remington -- And let me ask you to give me those inclusive dates. When did you begin your

employment with Remington?

A 1970.

Q In what capacity?

A I was in the legal department, and my title was associate counsel.

Q Okay. And when did you leave Remington as a corporate entity and move to Du Pont?

A June of 1985.

Q During the time that you were directly employed by Remington, then, from 1970 until June of '85, did you attend the Product Safety Subcommittee meetings?

A Yes.

Q Okay. Did you always attend those meetings?

A Most of the time.

Q Okay. Now, I understand from prior testimony that you were not a member of that committee as such?

A Right.

Q But you attended for the purposes of keeping the minutes, among other things; is that correct?

A No. I attended to keep abreast of the -- of the issues that were discussed there. And when I was there and the full secretary was not there, then I would

take the minutes as acting secretary. But that was not my original purpose of attending.

Q Okay. What was your original purpose of attending?

A Well, as a member of the legal department, handling cases and advising Remington as to issues involving marketing and product liability, I went there because those are the kinds of issues that were discussed.

Q Okay. Was the Product Safety Subcommittee -- First of all, this is always confusing me. To me, a subcommittee is by definition, a part of a larger organization. Is that true with the Product Safety Subcommittee?

A It was a subcommittee of what they call the Operations Committee of Remington.

Q Can you give me just an overview of those areas of responsibility of the Operations Committee?

A Generally, as I understand it -- And I did not attend meetings of the Operations Committee -- but they -- the Operations Committee was comprised of the managers and supervisors of the company and would set the future course from the standpoint of product development,

product marketing of the company, it sort of overviewed the day-to-day operations of the company.

Q So I take it there would then be a sum of subcommittees with narrowly focused areas of responsibility; is that correct?

A I know the Product Safety Subcommittee. I don't know -- I don't have any personal knowledge of any other subcommittees.

Q Okay. What then was the focus responsibility of the Product Safety Subcommittee?

A The purpose of the Product Safety Subcommittee was to meet and discuss questions or problems raised, either from outside or inside sources, concerning the product, any problems with the product that might cause -- cause a problem out in the field, either because of a problem with the product that might cause injury or damage or because of a perceived problem that -- that would affect adversely the marketing of that product, something that would be on a scope that was not just an individual product problem, but one that could cover the whole line of products.

Q Okay. That's why the Product Safety Subcommittee

then got involved with the Model 600 recall situation in the late 70s, I take it?

A Well, the Product Safety Committee recommended to management that that Model 600 be recalled.

Q Okay. And is that why the Product Safety Subcommittee was involved in the mid 70s evaluation of the Model 700 problem when it first surfaced?

A When it first surfaced, there was a discussion as to if there was a problem.

Q Right. And there were a number of minutes?

A Yes. Mid 70s, 1975.

Q Okay. I was furnished some minutes of something, some organization, in response to discovery requests in this case, Ahlschlager case, that relate to Remington's decision to delete the bolt lock. There are three sets of minutes, one dated May 19, 1982; one dated just 1982 with, apparently, a different date and one dated October 15, 1981.

MR. COCHRAN: Let's go ahead and have these marked.

(Exhibit 9 was marked for identification.)

Q Those minutes -- Those three minutes have

been marked Exhibit 9, and I've been trying to find out where they came from. 'Can you help us on that?

A All I can say is that this is not -- it does not appear to me to be a Product Safety Subcommittee minute.

Q Based upon your knowledge of Remington's organizational layout and division of responsibilities, would you hazard a guess with me on what it probably comes from?

A I could guess.

Q Well, I'll accept that and as a guess. It's more than I have now.

MR. WARE: That may be because you haven't asked somebody to tell you. And rather than have him guess, if you want to know where it comes from, we'll find out tonight.

MR. COCHRAN: Okay. Would you?

MR. WARE: Yes.

MR. COCHRAN: Okay.

Q Do you have any personal knowledge of the subject matter of this that's discussed in Exhibit 9?

A I know the bolt lock was deleted.

Q Okay. Did you attend meetings of an organization that was examining whether or not the bolt lock should be deleted?

A No.

Q Okay. So none of the committees or subcommittees that you had the responsibility of attending have discussions of the nature that are mentioned in Exhibit 9?

A That's correct.

MR. COCHRAN: Okay. Bill, that's what we're talking about.

Q Were you involved in the decision that was made to institute a safety publicity campaign by Remington beginning, I suppose, in the late 70s?

A Yes.

Q Okay. Were you involved from a decisional aspect, that is, as part of the decision-making authority on the one hand or merely as a recorder of what the decisions of what other people were making?

A I was recorder.

Q Okay. As I understand the minutes that I've read that deal with that issue, there was some indecision, initially, on whether to institute a recall of the Model

700. And the decision, apparently, was made not to because there appeared to be only a small number of Model 700s on the market that were tricking. Do you -- Is that an accurate characterization?

A No. I think what happened was, there was a recall of the Model 600.

Q Right.

A And at that time, it was decided that we ought to test all our bolt action rifles to see if it comes within the same problem as we were -- as we envisioned the 600 to fall into. And there was examinations made of returned Model 700s, returned to the plant for various reasons, either for malfunctioning problems or for allegations that the guns were firing accidentally. And if you look at the complaint, it could be construed as falling within the context of the 600 situation. After an examination of that, we had a meeting, Product Safety Subcommittee, and the results were reported.

And at that time, it was clear that the 700 -- Model 700 did not have the same, quote, "problem," unquote, that was being encountered in the 600. And, therefore, because of our findings of the 700 which would

indicate that what was happening was owner misuse of the gun rather than some mechanical difficulty with the Model 700, it was decided that the -- a safety campaign was -- would probably be of some benefit to get the word out to hunters and users of the firearms across the board -- This was really an industry campaign, and it covered not only bolt-action rifles but all firearms. And it talked on a general level, trying to get across to the public general warnings of good gun handling safety that could be applied whether it was a bolt-action rifle or a shotgun or a pistol.

Q Well, when you say owner misuse, can you define for me what you mean by owner misuse?

A Well, pointing a gun in a direction which you really don't want it to be pointed in, pulling a trigger at a time when you really don't want to pull the trigger, alteration, modification of trigger mechanisms when the full ramifications of that alteration is not known by the owner or appreciated by the owner --

Q Well, anything else?

A That kind of approach. Well, I would have to -- There were, I believe, 10 to 14 warnings devised.

Each one tried to -- tried to cover a number of areas. If I had that, I probably could define it more.

Q Let me show you Exhibit No. 1 which I picked up yesterday out of Remington's museum. Does -- Is that an example of the type of warnings that you're referring to?

A Yes it is.

Q Okay. What is Exhibit No. 1?

A Exhibit No. 1 is a booklet entitled, "Firearm Safety Depends on You. Make No Mistake About It."

And it has an introduction which talks about the advantages of good gun handling practices and some rules, and then there are 10 enumerated rules of good gun handling safety, if followed, would hopefully avoid the vast majority of firearms accidents in the field.

Q Well, Remington goes -- I understand from prior testimony that Remington places either that booklet or a booklet similar to it in the case of each new firearm; is that correct?

A That's my understanding also.

Q Okay. That booklet which then would reach the initial purchaser; is that correct?

A Yes.

Q You would expect it to?

A Yes.

Q But then after the initial purchaser, it's anybody's guess what would happen to that booklet, isn't it?

A The particular booklet, yes. These same rules and the same introduction are publicized in gun magazines, sporting magazines --

Q Okay.

A -- by organizations, by the name of people they're affiliated with the organization NSSF.

Q What is SAAMI? What does that acronym stand for?

A That's Sporting Arms Ammunition Manufacturers Insititue.

Q And that is an organization supported by the firearms manufacturers, isn't it?

A Firearms and ammunition manufacturers.

Q Okay. Of which Remington is one?

A Is one, right.

Q All right. What is SAAMI's purpose, just in a

broad sense?

A It's an organization for industry to get together and meet each other. It's somewhat of a social organization and also has -- has discussions of the market from the standpoint of where the industry is going, just a general -- well, a general industry organization that does no more than any other industry organization does. It certainly tries to keep within the bounds and does keep within the bounds with antitrust propriety. There is not detailed discussions of marketing policy, but it's just sort of a general situation where we get together and talk about future trends and that kind of thing.

Q Rest assured, I'm not trying to make an antitrust case. I have no interest in that.

Well, in any event, Remington doesn't limit its sales of its firearms to purchasers who have had special gun handling training, do they?

A No. We sell to wholesalers, for the most part.

Q And those wholesalers, insofar as Remington knows, sells to anybody that can walk up to the counter that meets the legal requirements of whatever the jurisdiction is to purchase a firearm?

A Well, they sell to retailers who sell to the public who meet what the requirements are.

Q All right. So I jumped a chain one time?

A Just one time.

Q Too much there. Remington sells to wholesalers in large part, and wholesalers in turn, sell to retailers, and retailers, in turn, sell to anybody that walks up to the counter and meets the legal requirements of that particular jurisdiction to purchase a firearm; is that correct?

A I would assume so, yes. I have no knowledge other than that.

Q Okay. Well, as far as you know, that's the case, isn't it?

A Yes.

Q There are no restrictions that Remington attempts to enforce on the purchasers of its firearms if they be people who have been specially trained in the principles of good gun handling that Remington believed to be important?

A Only to the extent that we do have a policy advising wholesalers and retailers to include the material

that we have in our boxes with their sale.

Q Okay. So you stick this booklet, or one like it, Exhibit 1, in the box and you tell them, "Don't take that out"?

A Also, the manual. The owner's manual.

Q There is an owner's manual?

A Right.

Q Okay. Now, Remington knows, does it not, that many times people who are not the purchasers of firearms end up using the firearm?

A That's true.

Q For one thing, there is secondary sale market, is there not?

A Yes.

Q And by secondary sale, I mean a sale of the firearm from the original purchaser to somebody else?

A That's a very real possibility, yes.

Q And many times, those firearms may be sold several times?

A Could be.

Q Through several different people; is that correct?

A That's right.

Q There are gun shows all over the country where people who own firearms get together and either trade or sell their firearms one to the other; isn't that correct?

A Probably. I have no personal knowledge of this, but --

Q That's fine.

A Okay.

Q You and Remington know that it's very common for a gun owner to let a friend use his rifle as happened in this case?

A Seems reasonable, yes.

Q And you know that's what the allegations are in Ahlschlager case, don't you?

A I personally don't know that, but that's --

Q Have you read the complaint in the Ahlschlager case?

A Not recently, so I --

Q Okay. That's fine.

Now, are you telling me, then, that Remington considers pointing a gun in a direction not intended by

the holder of the gun or pulling a trigger at a time not intended by the holder of gun to be a misuse of the gun?

A Yes.

Q Now, this misuse is defined by Remington, the fact that this misuse or what Remington calls a misuse occurred in the field -- And by the field, I mean the general public's use of Remington's firearms -- is knowledge that Remington has known for a long time, isn't it?

A Oh, misuse of guns is a pretty common awareness. Misuse of any product, I suppose.

Q Okay. Well, this particular misuse -- And understand, by using that term, I'm not accepting that term of misuse, but I'm trying to use common language.

In this particular case, that is, pointing a gun in a direction not intended to by the holder or pulling the trigger at a time not intended by the holder is a misuse known by Remington since Remington's inception as a firearm's manufacturer, isn't it?

A I imagine so.

Q And it certainly was brought home to Remington with the advent of the information about the

Model 600 problem, wasn't it?

A Well, we -- As you say, misuse has been known way before that.

Q All right. What was the first indication from Remington that it had a problem with its Model 600s?

A I think there was a complaint -- I'm using that as a nonlegal complaint --

Q Sure.

A A letter complaint from an individual in Texas who said he had a Model 600. And as I remember, saying he was playing with the safety and that he had put it in the midposition and pulled the trigger and subsequently released the safety, and the gun had fired.

Q Shot his pickup, didn't he?

A Yes, I believe it was a pickup.

Q Yes. That occurred sometime in the early 70s, '70, '71, sometime in there, didn't it?

A No. This was --

Q Was it after that?

A Late '74 or early '75.

Q Okay. So at least on record there, that was a written complaint, wasn't it?

A Yes, I believe it was a written record.

Q On record there, Remington received from one of its customers a written complaint that brought to Remington's attention, if it needed to have it brought to its attention, that there were occasions when its firearms were firing at a time when the users did not intend them to fire?

MR. WARE: The Model 600?

MR. COCHRAN: The Model 600.

A It brought to our attention the 600 allegation which we later followed up with investigation.

Q Well, Remington later -- actually, in the same time period, received information from one of its gunsmiths of similar incidents with Model 700s, didn't it?

A I'm not sure of the time frame.

Q Well, that's the Ewell Cross report. You know what I'm talking about, don't you?

A Yes. I don't know what the time frame was.

MR. COCHRAN: Well, let's have this marked.

(Exhibit 10 was marked for identification.)

Q Okay. I'm going to hand you what's been marked as Exhibit 10 and ask you if you can identify that document?

A Yes. This is a gunsmith call report.

Q Okay. What is -- Within Remington's scheme of documents, what is a gunsmith call report?

A This is a report prepared by a Remington representative who goes out and calls on gunsmiths, and then he will make a report back to his supervisor on his -- his trip, who he's visited, what they've discussed, the status of the report.

Q Okay. So then is Exhibit No. 10 a report of the call by Mr. F. Woodrick on the Ewell Cross Gun Shop on March 5th, 1975?

A Yes.

Q Okay. Now, do you know who Mr. F. Woodrick was?

A Yes.

Q Who was he?

A He was a representative who made these calls on gunsmiths.

Q Okay. He was a Remington employee?

A He was a Remington represent- -- employee, yes.

Q And it was part of his job responsibility then, to fill in this gunsmith call report and send it back inot Remington?

A Yes.

Q Is that correct? And that would be how the original of Exhibit 10 got into Reminton's files then?

A Yes.

Q Okay. Now, it indicates that he interviewed -- Well, there is a block that says something, and I can't make out that first phrase, "interviewed and position," and then the name, "Mr. Malcolm Cross, owner and gunsmith" is written in. Does that mean that's who he actually talked to on the site?

A I don't -- I don't know. I don't know the --

Q Okay.

A -- how this works.

Q Okay. That's fine.

Well, in any event, part of his report where he says, "problems encountered" and about one, two, three, four, five lines down, he has typed, "6 700s last fall" (when the safety was put on and trigger pulled)" then,

"in releasing the safety, the gun was fired."

Now, have I read that correctly, first of all?

A Yes.

Q Okay. Now, is that the same complaint, the same -- the same type of complaint that had been received from the person who shot his pickup in Texas about his Model 600?

A No.

Q What is the difference in the complaint?

A Well, the 600 complaint involved maneuvering the safety to a position other than either on or off, put it in the midposition, pulled the trigger, then he released the safety.

Here, the allegation is that, with these guns, you have the safety full on, pull the trigger, and then release the safety, the gun would fire.

Q Okay. So the distinction you're making is that the pickup complaint involved the safety lever being in the midposition, or what I heard referred to as the null position, and this allegation indicates the safety was full on; is that the distinction?

A Yeah, as I understand -- As I read this, yes.

Q Okay. Is that the only distinction as far as you know?

A Well, two different models involved. This one is a 600, and this one is a 700.

Q Well, but in both of them, don't they tell us that when the person released the safety, the gun fired?

A Yes, both allegations, right.

Q All right. So in the Model 600 when the safety was released, the complaint was, it fired. And in the Model 700, when the safety was released, the allegation was that the gun fired?

A Yes.

Q Okay. Now, initially, I believe, after the investigation that was conducted following the pickup incident, Remington learned that approximately 50 percent of its 600s that were out in the field at that time were tricking; is that your recollection?

A Yes.

Q Okay. And do you recall the volume, the number of 600s, that were in the field at that time?

A I think it was approaching 200,000.

Q Okay. So there were about 100,000 guns, maybe

a little less, on the market that were tricking in the mid --

A If you take that percentage, yes.

Q Well, that's a percentage that's found in the minutes of the Product Safety Subcommittee, isn't it?

A Yes. That was the percentage of the audited guns. And if you take that percentage, I assume you can apply it across the board.

Q Sure. Well, that's how Remington applied it, isn't it?

A Yes, 50 percent of the audited returns.

Q Okay. Now, if I understand those -- the decision that was made in those mid-70s meetings, it was Remington's opinion shooters wouldn't play with their triggers or manipulate their safety so as to set up the trick condition; is that --

A That's right.

Q And that because of that, Remington basically decided not to do anything about those rifles that were already in the field with that condition?

A That's right.

Q But, rather, instituted some changes in the

manufacturing process -- or the production process itself that they hoped would correct the problem on future firearms?

A Yes.

Q Is that correct?

A (Witness nods head affirmatively.)

Q Now, were those changes instituted across the board for all bolt-action rifles?

A No.

Q Only on the Model 600?

A Right.

Q And so even though Remington --

A Well, let me back up.

Q Sure.

A We're using the 600 somewhat in a generic sense. There's 600, 650, and there's the Mohawk 600. All of them were basically the same gun, except for different designations.

Q And the KP 100 pistol?

A KP 100 pistol had the same type of fire control or trigger mechanism.

Q Right.

A That body of guns were changed.

Q When I used the term 600, I'm using it inclusive -- to include the Mohawk 600, 650 and KP 100 pistol.

A Okay.

Q Okay? Now, those changes -- those production changes then, it's your testimony, that they were instituted on the 600 line of firearms; is that correct?

A Well --

Q To correct that problem?

A Well, I'm not -- I don't know pervasively all the changes that were made, but the changes in the actual parts, the physical parts --

Q Okay.

A -- the testing of those parts were put in on that line.

Q Okay.

A And it was the -- The change in those parts were to make them to conform more closely to the trigger mechanism in the Model 700 gun.

Q Okay. Was anything done to follow up in that time period, mid 70s, to follow up on the information received from Ewell Cross about the Model 700s that he

reported had fired upon release of the safety?

A Well, my understanding, which has come to me since that incident -- I wasn't involved in this in the 70s, but in subsequent information, I understand that Ewell Cross was contacted.

Q Okay.

A Back at that time.

Q At that time. And do you know what the result of that contact was?

A No, I don't.

Q Okay. Was any change instituted in the production process of the Model 700s at this time?

A In '75?

Q Yes.

A I -- I don't know. It's such a broad question, because it covers, you know -- You know, there is constant changes going on.

Q Yes, it is a problem. Let me narrow it down. Point valid.

Was any change in the production process instituted to deal with the complaint forwarded by Ewell Cross or by Malcolm Cross, that is, that --

A I don't know.

Q Okay. That's fine.

Well, in any event, as time passed, the Coates case occurred, didn't it?

A 19 -- Yes. The accident was '77, and the disposition of the case was '78.

Q Right. And that involved a Model -- a tricking Model 600 that the allegations were that the conditions of the trick situation had been set up and the rifle had fired and wounded a man?

A That's correct.

Q As a result of that incident and following the settlement of the Coates suit, Remington began a safety audit of its Model 700s, didn't they?

A Yes.

Q And if I read these minutes -- And I'm referring to Product Safety Subcommittee minutes of January 2nd, '79; January 22nd of '80 --

MR. WARE: I think it's January 23rd, 1981, right? Or February?

MR. COCHRAN: February -- I think I've got them out of order here. Let me just go

through them one at a time.

Q You've given testimony about this set of minutes on other occasions, haven't you?

A Can I just --

Q Sure. Take a look.

A Yes.

Q Okay. The indication in the January 2nd, 1979 minutes is that one percent of the pre-1975 Model 700s that were then in the field might be subject to tricking. Do I read that correctly? I'm not asking you whether I'm reading the words. I'm asking you if I'm understanding what they're saying. I'm referring to this language right in there.

A Yes.

Q Okay. Now, this statement indicates that there were about 2 million pre-1975 Remington guns in the field with the Model 700 trigger assembly. Do you believe that to be a reasonably accurate figure as of the day of these minutes when the figure was used by this committee?

A The 2 million figure?

Q Yes.

A I have nothing to say that it's wrong.

Q Okay. Somebody on the committee, apparently, had that knowledge and stated it, and you recorded it?

A Yes.

Q Okay. Well, this, then, would indicate that there were 20,000 -- if the one percent figure is an accurate figure -- would indicate that there were 20,000 pre-1975 Model 700s in the field subject to tricking; is that correct?

A Well, if you assume that the one percent could be accurately applied over the whole field of figures, the figures are it. But the audit sample doesn't really indicate that.

Q Right. Well, I'm going to get -- That's about a year later, and I'm going to get to that in a minute. But at this time, January 2nd, Remington's subcommittee decided against a recall, and I just want to make sure I'm reading this correctly, because -- I'm over on page 4 -- and the one percent of the pre-1975 Model 700 guns out in the field which number about 2 million can be tricked. That would mean the recall would have to give 2 million guns just to find out 20,000 that are susceptible to this condition.

Now, is that an accurate recording of what took place in the meeting?

A You read that correctly. That's only some of the reasons that the decision was to go the safety route. The other reason is listed as number 2.

Q Okay. And number 2 is then, "An attempt to recall all bolt-action rifles would undercut the message we plan to communicate to the public concerning proper gun handling." And then it goes on to give some further explanation of that?

A Yes.

Q So was -- By recording that, were you recording that the discussion was that Remington didn't want to try to reach those rifles in the field that were subject -- those Model 700s in the field that were subject to being tricked because they thought that the public wouldn't pay attention to its safety campaign?

A Well, as indicated before, there was a lot of reasons. But if you're talking about the safety campaign, the safety campaign was directed at good gun handling practices. And what was happening -- What we thought was happening out in the field was directly the result of

poor gun handling practices. By concentrating on a trick situation, which we felt was not going to materialize as a practical matter out in the field anyway, it would give the indication that all a handler had to do was send a gun back to the factory, have something done to it and get it back, and he would have a perfectly safe gun without realizing that he is or she is an integral part of the safety mechanism of the gun. And we wanted to get across the point that accidents were happening because of poor gun handling practices.

Q While at the same time leaving in the field 20,000 guns that would fire if the conditions were set up just right, would fire unexpectedly when the safety was pushed from safe to fire without touching the trigger?

A No. That -- First of all, the figure is not accurate. The audit didn't -- didn't indicate that there were a certain number of guns out there that would do that. At most, it indicated that there were guns -- bolt-action rifle guns, regardless of who made them, that were susceptible, if manipulations were correctly deduced, to set up a condition which the hunter could do this.

Q Well, the audit, the figures as evidenced by the audit, I believe, were four-tenths of one percent as opposed to one percent.

A I believe that was after a year of auditing that they were being reduced down to that point.

Q Right. And that audit was conducted by examining them in excess of 3,000 rifles. I believe it's 3,379 rifles or something like that?

A See, the problem with extrapolating that percentage over the full spectrum of guns out there is that the audit was a skewed audit. It wasn't like Remington went out and took 30 random guns from all over the country and made a check on these of what happened. These guns were being sent back as being malfunctioning guns. And of those malfunctioning guns, many of which were alleged to be the gun we're talking about, we found that .4 percent of them would do what the customer was claiming.

Q Right.

A As one example that's often given, it's like going to a hospital and finding two dozen people with pneumonia. It doesn't mean that you take that percentage

and apply it across the nation, and we'll say that a certain percentage of people have pneumonia. You're taking a skewed audit. And it's -- It's inaccurate to apply it across the board. I'd say that that was --

Q Well, of course, the 600 audit in the mid 70s was, in fact, conducted by going out and obtaining random samples from Remington -- of wholesalers?

A That's right, yes.

Q Was any discussion given to performing that same type of audit on the 700s in the late 70s?

A Well, we took the worse kind of audit. The audit we took was the worst possible toward the gun's position. Worst possible audit. And it showed that -- The percentages basically showed that they didn't have the problem, the 600s, than auditing a more favorable sample would -- wouldn't have changed the percentage.

Q Well, regardless of the percentages, the audit did, in fact, reveal that there were Model 700s on the market that, indeed, would do what the customer complained of and that it had not been altered or modified by the customer, didn't it?

A I believe one or two guns. I can't remember the

figures now, but that were in the audit that showed nonaltered guns or guns that --

Q Well, there were 3,376 Model 700s returned to Ilion for service and tested for the trick condition. The report says, "That of this sample, 35 guns failed the trick test. Of this 35 guns, 22 guns were trickable because they had been altered or damaged in the field." And, therefore, the conclusion is drawn that, I suppose, you subtracted 22 from 35, and that's the number that are trickable without having been altered or damaged in the field.

A Uh-huh.

Q And is that correct, first of all?

A That seems reasonable.

Q And that would be 13 guns, if my addition or subtraction is correct. And then that was stated in percentage -- percentages as being four-tenths of a percent due to tricking -- due to causes not attributable to customer misuse. If you extrapolate that four-tenths of a percent out to the 2 million on the market in 1979, if my arithmetic is correct, I get 12,000 guns.

MR. WARE: What are you asking him, Les?

Are you asking him if he can perform multiplication?

MR. COCHRAN: No.

Q I'm asking you if any -- Let me rephrase it.

Was there any discussion at this meeting about, or any consideration given, to there possibly being 12,000 guns out on the market that were trickable?

MR. WARE: What he's asking you, if I understand it is, did you make a multiplication that he made?

A Can I just look at the date of this meeting?

MR. COCHRAN: Sure. Sure. It wasn't a very good question, I agree.

A Okay. Now, could you restate that?

Q I'll try. What I'm trying to find out is -- And I'm starting -- Let me give you an explanation first. I'm starting from the point that you expressed earlier, that is, that the audit was a skewed audit. And that, as you stated today, you could not extrapolate four-tenths of a percent out to the general total number of guns on the market.

What I'm asking you is, was there any discussion

of that point during this January 22nd, 1980 meeting?

A The point being?

Q Whether or not Remington -- Whether or not there was, in fact, 12,000 guns on the market that were trickable, 12,000 Model 700s.

A No, we didn't get into that. We saw that the audit was confirming what we had originally decided about a year ago. And that is, there was no problem with the Model 700 in this respect. And what was happening, if there was an accidental firing, it must be because the hunter was doing something wrong with his gun, vis-a-vis, pulling the trigger when he wasn't intending to.

Q So Remington simply disregarded this percentage of rifles that it found to be genuinely trickable, albeit it very small, very small percentage, just disregarded that?

A No. We -- Our audit confirms our decision and confirmed the fact that we did not have a, quote, "tricking problem" with the Model 700 bolt-action rifle.

Q Despite the fact that it found that there were 13 rifles in this sample that came that were, in fact, genuinely trickable; is that what you're telling me?

A Well, the result showed, statistically, in the minds of the people who took it, that there was no problem.

Q Well, to have reached that conclusion, didn't they have to disregard those 13 guns?

A I don't know how they reached -- I wouldn't want to classify how they do it. I'm not a student of statistics.

Q To a person injured by one of those 13 guns because of the trick condition, he would certainly not feel that it was something that should be disregarded, would he?

MR. WARE: Don't answer that. We are not going to speculate as to what people have been hurt feel about guns.

MR. COCHRAN: All right. All right. Let me get myself organized a minute here.

Q I have seen a number of advertisements -- copies of a number of advertisements that Remington apparently placed in various, either gun magazines or sports magazines or outdoors magazines and newspapers and et cetera in the '79 to 1980 time period.

And my question is, is that campaign still in

process, or did it end at some time?

A. What advertisements are you --

Q I didn't specify that. I'm sorry.

Advertisements relating to the safety and relating to good gun handling.

A You mean the general rules?

Q Yes.

A I believe that's still going forward.

Q It's your belief that Remington continues to take out advertisements in various sporting magazines or publications as it did in 1979 stating the good -- the rules of good gun handling?

A I have no information that would say we're not. I was involved in it in '79 and '80, but I haven't been involved in it since, so I haven't really followed it.

MR. COCHRAN: Okay. That's fine. I believe that's all I have.

Thank you, sir, for your time and trouble coming down here.

MR. CLARK: We'll reserve ours until trial.

MR. WARE: We'll reserve ours. I'd like

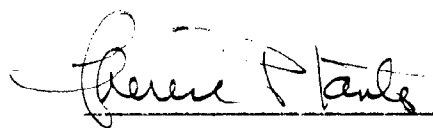
him to sign it, and we will all agree that if it's not filed by the time of trial that any copy can be used as a signed original. If you'll just do this same procedure with this one as the last one, that will be fine.

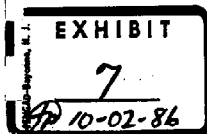
* * * * *

C E R T I F I C A T E

I, Therese Plante, a Registered
Professional Reporter and Notary Public in
and for the State of New York, DO HEREBY
CERTIFY that the foregoing is a true and
accurate transcript of my stenographic notes
taken in the above-entitled matter.

Dated: October 21, 1986.

A handwritten signature in cursive script, reading "Therese Plante", is written over a horizontal line.



Supreme and County Court
East Oneida Street
Oswego, New York 13126

Supreme Court — (315) 342-0025
County Court — (315) 342-2412

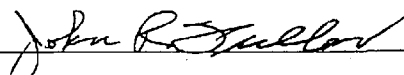
JOHN R. FULLER
Chief Clerk

February 24, 1984

JEAN G. HILTON
Court Assistant

I, John R. Fuller, Chief Clerk, do hereby certify that the attached is a true and correct copy of questions asked by me and the answers given by the foreman of the jury regarding Supreme Court Case Cal. # 83-213 James Shutts, Jr. and J. Penney Shutts vs Remington Arms Company, Inc., Frederick G. Mathis, Harold Haney and David Haney, Individually and d/b/a Marcellus Gun Shop.

Dated 2/24/84


John R. Fuller
Chief Clerk

Jury

1. Do you find the plaintiff has shown by a fair preponderance of the credible evidence that the defendant Mathis was negligent at or about 11:00 A. M., October 21, 1978, in unloading his rifle (Exhibit #1)?

YES ☒

NO ☐

If your answer to question #1 was NO, ignore question #2, and answer question #3.

2. Do you find the plaintiff has shown by a fair preponderance of the credible evidence that the negligence of the defendant Mathis in unloading his rifle (Exhibit #1) was a proximate cause of the injury to plaintiff James Shutts, Jr.?

YES ☒

NO ☐

Answer question #3.

3. Do you find the plaintiff has shown by a fair preponderance of the credible evidence that the Model 700 ADL manufactured and marketed by defendant Remington in 1973 (Exhibit #1) was not reasonably safe as a result of a design defect in its safety mechanism?

YES ☒

NO ☐

If your answer to question #3 is NO, ignore question #4 and go to the instructions following question #4.

If your answer to question #3 was YES, answer question #4.

4. Do you find plaintiff has shown by a fair preponderance of the credible evidence that the design defect of the safety mechanism in the Model 700 ADL (Exhibit #1) was a proximate cause of plaintiff injury?

YES ✓

NO _____

If you answered either questions #2 or #4, or both, and the answer to either, or both, was YES, then answer question #5.

If you did not answer question #2, or question #4, or if you did answer either or both and the answer or answers were NO, then report to the Court Officer that you have reached a verdict.

5. What do you find to be the amount of damages to which the plaintiff James Shutts, Jr. is entitled?

\$ 1.5 Million

Answer question #6.

6. What do you find to be the amount of damages to which the plaintiff J. Penny Shutts is entitled?

\$ 150,000.00

If you answered either question #2 or question #4 NO, report to the Court Officer that you have reached a verdict.

If you answered both question #2 and question #4 YES, then answer question #7.

7. What do you find to be the respective share of fault or responsibility by defendant Mathis and defendant Remington for the injury to plaintiff James Shutts, Jr.?

Defendant Mathis 70 %

Defendant Remington 30 %

Total 100 %

Report to the Court Officer that you have reached a verdict.

At a Term of the Supreme Court, held at the Court House in the
City of Oswego, in and for the County of Oswego, on the
23rd day of February 19 84

Present, Hon. Eugene F. Sullivan, Jr. J. S. C.

James Shutts, Jr. & Penny Shutts

C. Earl Ledden

VS.

Remington Arms Company, Inc.; Frederick
Mathis; Harold Haney & David Haney,
Ind. and d/b/a Marcellus Gun Shop

Attorney for Plaintiff
Leonard H. Amdursky & Robert Duell
Of Counsel

George DeMore for Deft. Remington Arms C
.....
Attorney for Defendant
S. Paul Battaglia for Deft. Mathis
.....
Of Counsel

On motion of Leonard H. Amdursky Esq.

Ordered, That this cause proceed to trial. Whereupon the following named persons were returned, called and sworn as Jurors, to wit: Dolores A. Ahart; Joyce Dennison; E. Dennis Casey; Mabel I. Babbit; Alfred E. Ashby, Jr.; Paul A. Busch, Jr.

Witnesses for Plaintiff

SEE BACK

Witnesses for Defendant

Evidence closed and case summed up by George DeMore & S. Paul Battaglia Esq.
for the Defendant, and by Leonard H. Amdursky Esq., for the
Plaintiff.

The Jury retire from the Bar under the charge of the Court, and attended by 3 sworn Constables.

The Jury come into the Court and say by their verdict they find for the plaintiffs James Shutts, Jr. & Penny Shutts in the amounts of \$1,500,000 and \$150,000 respectively. Jury found Deft. Frederick G. Mathis 70% responsible and Deft. Remington Arms Co., Inc. 30% responsible.

RECEIVED

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A true copy.

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

John R. Z. Miller
Special Deputy Clerk
CHIEF, CLERK

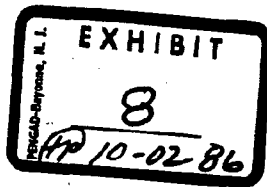
STATE OF NEW YORK, COUNTY OF CUNEO SS.
I, GEORGE J. WILLIAMS, Clerk of the County of Cuyahoga of the County Court of said County and of the Supreme Court, both being courts of Record having a common seal.
DO HEREBY CERTIFY that I have compared this copy with the original filed, recorded, or entered in this office and that the same is a correct transcript thereof and of the whole of said original.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal of said County and Courts on
Date 7-10-86 *George J. Williams*

Witnesses for Plaintiff:

1. Harold Haney
2. James L. Shutts, Jr.
3. Ronald J. Churchill
4. Howard Fred Fisher
5. Penny Shutts
6. Robert Sperling
7. Rodger Woods
8. Olie W. Olson
9. David VanEenenaam

Witnesses for Defendant:

10. John Linde
11. John M. Doyle
12. Frederick Mathis
13. Robert Hillberg



BOOK 83 PG 387

STATE OF NEW YORK
SUPREME COURT COUNTY OF OSWEGO

JAMES SHUTTS, JR. and J. PENNY SHUTTS,

Plaintiffs,

-VS-

REMINGTON ARMS COMPANY, INC.,
FREDERICK G. MATHIS, HAROLD HANEY and
DAVID HANEY, Individually and d/b/a
MARCELLUS GUN SHOP,

JUDGMENT

INDEX NO. 81-1415

Defendants.

The above-captioned action having been duly commenced by the personal service of a summons and complaint upon each of the above-named defendants and the defendant, Remington Arms Company, Inc., having duly appeared and answered by its Attorneys Sugarman, Wallace, Manheim & Schoenwald, George DeMore of Counsel of Syracuse, New York, and the defendant, Frederick G. Mathis, having duly appeared and answered by his Attorneys Bond, Schoeneck & King of Syracuse, New York, and the defendant, Harold Haney and David Haney, Individually and d/b/a Marcellus Gun Shop, having duly appeared and answered by its Attorney John Moss of Marcellus, New York, and the case having duly come on to the Trial Calendar of the Supreme Court, County of Oswego, and having been reached for Trial on the 7th day of February, 1984, and the case having been tried before the Honorable Eugene F. Sullivan, Jr. and a jury commencing on the 7th day of February, 1984, and the case having been duly discontinued against the defendant, Harold Haney and David Haney, Individually and d/b/a Marcellus Gun Shop, on the 7th day of February, 1984, and the case having been duly tried against the defendants, Remington Arms Company, Inc. and Frederick G. Mathis, from the 7th day of February, 1984, until the 23rd

315

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-2-

day of February, 1984, and the Court having submitted a series of seven (7) questions for the determination of the jury, a true and accurate copy of which is annexed hereto as Exhibit "A" and made a part hereof along with the answers of the jury and the jury having found both defendants liable to the plaintiffs and having apportioned the fault or responsibility as between the defendants as required by question "7" as follows: 70 percent thereof to the defendant, Frederick G. Mathis, and 30 percent thereof to the defendant, Remington Arms Company, Inc.

The Court having received and ordered the filing of the answers of the special questions of the jury and directed that judgment be entered against the defendants, Remington Arms Company, Inc. and Frederick G. Mathis, in the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) in favor of the plaintiff, James Shutts, and One Hundred Fifty Thousand Dollars (\$150,000.00) in favor of the plaintiff, J. Penny Shutts, and motions having been made by the defendant under CPLR and the plaintiffs having made a motion to set aside the verdict on the ground of inadequacy and the Court having denied all motions as against the verdict, and the Court having granted an Order for judgment dated the 28th day of February, 1984, directing that judgment be entered in favor of the plaintiff, James Shutts, in the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) and in favor of the plaintiff, J. Penny Shutts, in the sum of One Hundred Fifty Thousand Dollars (\$150,000.00),

NOW, upon said Order of the Trial Justice and upon the finding of the jury, it is

-3-

ORDERED, ADJUDGED AND DECREED that the plaintiff, James Shutts, of R.D. #1, Sandy Creek, New York, shall have judgment against the defendants, Remington Arms Company, Inc. of Ilion, New York, and Frederick G. Mathis of 107 Legion Drive, North Syracuse, New York, in the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) with costs and disbursements and the costs of plaintiff, James Shutts, is hereby fixed at \$150.00 and the disbursements of plaintiff, James Shutts, is hereby fixed at \$984.96, for a total of One Million Five Hundred One Thousand, One Hundred Thirty Four and 96/100 (\$1,501,134.96) and the plaintiff, James Shutts, shall have execution therefor, and it is further

ORDERED, ADJUDGED AND DECREED that the plaintiff, J. Penny Shutts, of R.D. #1, Sandy Creek, New York, shall have judgment against the defendants, Remington Arms Company, Inc. of Ilion, New York, and Frederick G. Mathis of 107 Legion Drive, North Syracuse, New York, in the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) with costs and the costs of plaintiff, J. Penny Shutts, is hereby fixed at \$150.00, for a total of One Hundred Fifty Thousand, One Hundred Fifty (\$150,150.00) and the plaintiff, J. Penny Shutts, shall have execution therefor, and it is further

ORDERED, ADJUDGED AND DECREED that as between the defendant Remington Arms Company, Inc. and Frederick G. Mathis, that the respective share of fault and/or responsibility is hereby apportioned as 70 percent against Frederick G. Mathis and 30 percent against Remington Arms Company Inc. and it is hereby

003 33 400

BCCX

-4-

ORDERED, ADJUDGED AND DECREED that in pursuance to CPLR 8105 that both the plaintiffs, James Shutts and J. Penny Shutts, joined in the same action and are each entitled to a Bill of Costs.

JUDGMENT ENTERED THIS 1st day of ~~February~~ ^{MARCH}, 1984.

George J. Williams
CLERK OF THE SUPREME COURT (12)

OSWEGO CO. CLERK'S OFFICE
FILED
93 MAR 1 25
1984

STATE OF NEW YORK, COUNTY OF OSWEGO SS.
I, GEORGE J. WILLIAMS, Clerk of the County of Oswego of the County Court of said County and of the Supreme Court, both being courts of Record having a common seal.

DO HEREBY CERTIFY that I have compared this copy with the original filed, recorded, or entered in this office and that the same is a correct transcript thereof and of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County and Courts on

Date 7-10-86

George J. Williams
Clerk

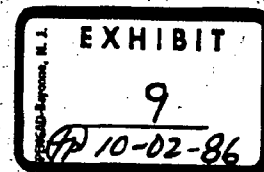
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000825

MINUTE # 10 - MAY 19, 1982

FROM PAGE NUMBER - 7

SUBJECT: MODEL 700 - BOLT LOCK DELETION



MODEL 700 - BOLT LOCK DELETION

As directed during the October 1981 meeting, the Bolt Lock has been removed from the current production of Model 700's. Since this change is being made without product obsolescence, there will be no trade announcement and the order number remains the same. Letters of notification are being sent to sales personnel and our recommended gunsmiths. Procedures for repair of Model 700's are discussed in F.T. Millener's letter of May 14, 1982. The basic guideline in that letter is to return a gun to the customer with the same features it had when it was sent to Remington.

AHLSCHLAGER

MINUTE # 4 - 1982

FROM PAGE NUMBER 3

SUBJECT - MODEL 700 BOLT LOCK DELETION

CENTER FIRE RIFLES

MODEL 700 BOLT LOCK DELETION

Production reported that the initial sample of Safety Levers from the vendor's new tooling was rejected for hole size and cam position. New samples are expected by February 12. Production shipments will begin two to four weeks after sample approval.

About 10,000 old style Safety Levers have been modified by the vendor. The modification involves clipping the Safety Arm to a new (shorter) dimension. Another 10,000 will be modified by mid-February. As soon as sample parts from new production tooling have been approved, the change will be implemented using the modified Safeties on hand. Research will test a sample from the first production lot.

The Chairman noted that further discussion is required to determine how to handle the transition and subsequent customer repairs. The Chairman also pointed out that the Bolt Locks will be deleted from other bolt action rifles as well.

AHLSCHLAGER

MINUTE # 18 - OCT. 15, 1981

FROM PAGE NUMBER 3

SUBJECT - MODEL 700 BOLT LOCK

CENTER FIRE RIFLES

MODEL 700 BOLT LOCK

Production reported that plans have been finalized to delete the Bolt Lock from the Model 700 fire Control. Research will transmit drawings by October 16. Vendor samples of the new Safety Lever will be available by the end of November. Production quantities will be available from the vendor by mid-December.

Marketing noted that the Bolt Lock is to be phased out of the Model 700 line in order to simplify unloading. Because it is a change in process only, it will not affect guns currently in the warehouse or guns received for repair.

The Chairman directed that the Product Safety Committee should review the owner's manual, and that the change be implemented in December.

AHLSCHLAGER

GUNSMITH CALL REPORT

817 535-2691

Mar. 5, 1975Reporter F. WoodrickName Evell Cross Gun Shop,Gunsmith's Name Mr. Malcolm CrossMr. Lester BrooksAddress 4101 East Rosedale Street, Fort Worth TexasZip 76116

No. & Street

City

State

Smith on Premises? X If not, give address below:

Smith's Address

Zip

No. & Street

City

State

Recommended List (X) Open Acct. (X) 30% Disc. _____ Dealer (X) Large (X) Small

PERSONS INTERVIEWED and POSITION:Mr. Malcolm Cross, Owner & Gunsmith(?) Mr. Lester Brooks, Gunsmith

(4)

TECHNICAL PROBLEMS ENCOUNTERED:

Hard opening on the M742 12 - 15 Guns this past year.

1. M 700 17 Rem 6548663 CW (New gun from the box) Showed discoloration on receiver--stock had slight chip out at fore end tip & finished over. Bolt slightly rusted from finger prints.

7 6. M700's Last Fall (when the safety was put on and trigger pulled, then in releasing the safety the gun would fire.

M788 8 Bolt handles breaking.

M66 12 rear sight where the elevation screw strips out.

M1100 3 - 10 guns in which the inter. latch stud has worn around the retainer notch and will not properly hold the latch.

GENERAL DISCUSSION

Mr. Cross and Brooks reported the above problems encountered on our guns this past year. In checking the new M700 the condition would not allow it to be sold for a new gun and suggested it be returned to the factory for correction. The men here did not think the trigger pulls on the M700's are up to the usual standard for they seldom ever heard of a complaint of this type. Both questioned about the inter. latch studs in the M1100 receiver, stating that with the number of guns in the field and all getting older the condition of the retainer moving and wearing the notch on the stud is starting to show up and no doubt will be giving this trouble, would like to see some corrective measure other than returning the receiver for a new stud. Mr. Cross stated that we are giving the best service on parts for today received a shipment posted Feb. 29 from the plant.

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