

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, Indi-  
vidually and d/b/a/ MARCELLUS GUN SHOP,

Defendants.

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Examination Before Trial of ROBERT  
SPERLING, held at the offices of SUGARMAN,  
WALLACE, MANHEIM & SCHOENWALD, Attorneys  
at Law, Syracuse, New York, on August 26,  
1982, before Kenneth H. Crewell, Jr., Certi-  
fied Shorthand Reporter and Notary Public  
of the State of New York.

APPEARANCES:

For the Plaintiffs: LEONARD H. AMDURSKY, ESQ. and  
EARL LEDDEN, ESQ.

For the Defendant : SUGARMAN, WALLACE, MANHEIM & SCHOENWALD  
(Remington) BY: GEORGE E. DeMORE, ESQ.

For the Defendant : BOND, SCHOENECK & KING  
(Mathis) BY: S. PAUL BATTAGLIA, ESQ.

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ROBERT SPERLING

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Kenneth H. Crawford, Jr. C.S.P.

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Kenneth H. C. [illegible] [illegible]

(It is hereby stipulated by and between Counsel for the respective parties, that this Examination Before Trial is held pursuant to the provisions of the Civil Practice Law and Rules; that the presence of a referee is waived; that the signing and filing of the minutes is waived; that the witness may be sworn by a Notary Public present; that all objections, except as to form, are reserved until the time of trial.)

\* \* \*

MR. AMDURSKY: Defendant Remington admits every allegation on Page 3.

MR. BATTAGLIA: Page 3, Paragraph 3.

MR. AMDURSKY: You denied 4, see, if we have got to do anything about that, I have got your --

MR. DeMORE: Why don't we do this --

MR. AMDURSKY: I have got your Complaint so you can't follow it.

MR. DeMORE: Let's go off the record, why are we doing this right now?

MR. AMDURSKY: I don't know.

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JANUARY 1, 1961

1 MR. DeMORE: Why don't we get on with  
2 these men's testimony.

3 MR. AMDURSKY: No argument. I am going  
4 to have Mr. Sperling -- with your permission,  
5 I will withdraw Mr. Linde and ask Mr. Sperling,  
6 because we may not finish with Mr. Sperling  
7 at this time.

8 MR. DeMORE: Wait a minute, I was told  
9 that we set this deposition up for the purpose  
10 of completing Mr. Linde, who was being deposed  
11 the last go-around, and also, Mr. Sperling  
12 is here today to be deposed.

13 MR. AMDURSKY: I will depose them.  
14 I will stay here until twelve o'clock. Mr.  
15 Sperling may want to go someplace.

16 MR. DeMORE: Well, as long as --

17 MR. AMDURSKY: Can you be here tomorrow,  
18 if necessary?

19 MR. DeMORE: As long as we complete  
20 the men today, I don't care what you do.

21 MR. AMDURSKY: Let's get Mr. Sperling  
22 and we will finish him. If he's got to  
23 go someplace, he can go and I will stay

here all night for Mr. Linde.

MR. BATTAGLIA: Just for the record, let it be reflected that I know of no requirement that we complete these fellows in one day, as long as they are willing to come back. If they are not willing to come back at some future time, then we have a problem.

MR. DeMORE: Why don't we just get on with the testimony instead of the 15 minutes of palaver, okay?

MR. AMDURSKY: It doesn't look like 15 minutes. If you will change seats, why I think we can do what we are doing without having any problems.

ROBERT SPERLING, called as a witness, and having been first duly sworn by a Notary Public present, testified as follows:

EXAMINATION BY MR. AMDURSKY:

Q Mr. Sperling, will you tell us where you live?

A Yes, I live in Monroe, Connecticut.

Q That is, I assume, somewhat of a suburb of Bridgeport?

A Right.

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1 Q And you have some position with the defendant,  
2 Remington Arms Company?

3 A Yes, I am associate counsel.

4 Q Is Mr. Portnoy --

5 A Portnoy.

6 Q -- is he still general counsel?

7 A Yes.

8 Q And you're associate counsel?

9 A Right.

10 Q How long have you been in the Law Department  
11 of Remington?

12 A Since 1970.

13 Q I gather from reading all the files, that Mr.  
14 DeMore had admitted to me you are generally in charge of  
15 the litigation in respect to 600 and 700 guns?

16 A Well, all litigation that involves product liability.

17 Q Say that again?

18 A All litigation that involves product liability.

19 Q You are in charge of all product liability?

20 A Yes.

21 Q I assumed that from the fact -- you were in charge  
22 of the Shutts case from the time you received the Complaint,  
23 I assume?

1 A Yes.

2 Q I note that your stamp is on the copy of the  
3 Complaint that Mr. DeMore furnished me in view of the fact  
4 I didn't have the original here. Is that correct?

5 A That is my stamp.

6 Q So this case came to you upon being received  
7 by the company in the ordinary course of business of Reming-  
8 ton Arms?

9 A That's correct.

10 Q And I assume you've -- do I assume correctly  
11 that you have been in charge of it generally since, along  
12 with local counsel?

13 A Yes.

14 Q Is that also true, and I guess you have said  
15 it is, with the 21 files that Mr. DeMore has turned over  
16 to us in response to our demand?

17 A I believe that's true.

18 Q I will go over each one of them with you briefly  
19 and we'll mark them.

20 MR. AMDURSKY: Off the record.

21 (Whereupon, a discussion off the record  
22 then ensued.)

23 BY MR. AMDURSKY:

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1 Q Do you have a copy of these files with you?

2 A Not with me, no.

3 MR. DeMORE: I do.

4 MR. AMDURSKY: Counsel has?

5 MR. DeMORE: Yes.

6 MR. AMDURSKY: All right.

7 BY MR. AMDURSKY:

8 Q I have taken these in what appears to be chrono-  
9 logical order of the date of accident, so the first one  
10 is Lightsy, L-i-g-h-t-s-y, against Remington. Will you  
11 get that out and give counsel the file?

12 Mr. Lightsy, this case of Lightsy against Remington

13 MR. BATTAGLIA: Excuse me, Leonard,  
14 you said Mr. Lightsy, this is Mr. Sperling.

15 MR. AMDURSKY: Well, Lightsy is the  
16 plaintiff.

17 MR. BATTAGLIA: I think you called  
18 the witness Mr. Lightsy.

19 MR. AMDURSKY: Then I will call him  
20 Mr. Sperling, is that fair?

21 MR. BATTAGLIA: Yes.

22 BY MR. AMDURSKY:

23 Q Mr. Sperling, the case of Lightsy against

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Remington arose out of an accident, apparently from the file furnished the Court on July 16, 1970, in Alaska. Is that correct?

A Yes.

Q The action was brought in California?

A That's right.

Q Does your file disclose the model number of the weapon involved?

A Well, I know that it was the Model 700.

Q It was the Model 700. This was a death case?

A Yes.

Q It was assigned to you?

A Hm mm.

Q And the Complaint alleged that the rifle was defective and in a dangerous condition. Is that correct?

A That's correct.

Q The file furnished me, Mr. Sperling, doesn't include either an Answer or Bill of Particulars, or Interrogatories. Were there any?

A I don't believe so. This was just a Complaint. The case was settled before it went too far into discovery.

Q Is it true that this rifle fired when the bolt was being opened or closed?

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1 A That was the allegation.

2 Q Which, that it was fired when the bolt was being  
3 opened or being closed?

4 MR. DeMORE: Take a look at the Complaint.

5 A Well, apparently the allegation is rather general.  
6 It states that the accident occurred when the gun was being  
7 handled, used, maintained, managed and controlled in such  
8 a way as to discharge.

9 Q Do you have a recollection from your handling  
10 of the case whether or not the gun was alleged to have  
11 fired when the bolt was being either opened or closed?

12 A I don't have that recollection. I have a general  
13 recollection that the person handling the gun at the time  
14 said the gun discharged without the trigger being pulled.

15 MR. AMDURSKY: Off the record.

16 (Whereupon, a discussion off the record  
17 then ensued.)

18 (Whereupon, a document was then marked  
19 Plaintiffs' Exhibit 12 for identification,  
20 this date.)

21 BY MR. AMDURSKY:

22 Q I show you Plaintiffs' Exhibit 12 that's been  
23 marked for identification and ask you whether or not that's

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1 a true and correct copy of an action commenced in 1971  
2 against the company entitled, "Lightsey against Remington  
3 Arms," and other defendants, is this a true and correct  
4 copy of that Complaint and the letter of transmittal which  
5 bears Mr. Partnoy's stamp?

6 A Yes, it appears to be.

7 Q There were no EBT's as far as you know?

8 A As far as I know now, I don't believe there were.

9 Q I will now pass to an action entitled "Hickman  
10 against Remington Arms," as the sole defendant, that occurred,  
11 apparently from the file, on November 26, 1970. Do you  
12 recognize that?

13 A I didn't hear.

14 Q Hickman, H-i-c-k-m-a-n.

15 A Hickman, yes.

16 MR. AMDURSKY: Will you give him the  
17 file on it?

18 Q That action was commenced in the United States  
19 District Court for the Western District of Texas, was it  
20 not?

21 A That's correct.

22 Q And the Complaint alleges that it was a deer  
23 hunting accident, that the rifle discharged, correct?

1 A Yes.

2 Q The Complaint doesn't indicate the model. Are  
3 you able to tell us?

4 A It was a Model 700.

5 Q The attachments that you have provided me apparently  
6 show that the action was served through the Secretary of  
7 State and delivered to him on September 22, 1972.

8 A It was received at the Secretary of State on  
9 September 22, 1972.

10 Q You wrote a letter of transmittal to somebody  
11 in the ordinary course of your business, dated September  
12 29, 1972, and suggested that an examination of the rifle  
13 be made so that experts could determine quickly whether  
14 the trigger mechanism was modified after the gun left your  
15 factory, or whether a manufacturing defect caused the acci-  
16 dent.

17 Did you ever have that examination and make that  
18 determination?

19 A Yes, we did.

20 Q Was the trigger mechanism modified or not?

21 A No, it was not modified.

22 (Whereupon, a document was then marked  
23 Plaintiffs' Exhibit Number 13 for identification,

KENNETH H. CRAWFORD, JR., CSR

this date.)

BY MR. AMDURSKY:

Q I show you a series of documents consisting of what apparently is a Summons and Complaint and some documents from the office of Secretary of State and ask you if that's a true and correct copy of the Complaint in the Hickman action?

A It seems to be.

Q Your answer is yes?

A Yes.

Q The file furnished me shows no Interrogatories, no Examination Before Trial and no Bill of Particulars. Were there any in your file or were there any held?

A I really can't remember at this point.

Q I gather that there are none in your file that you have got in front of you?

A Not in front of me, no.

Q Whether there were or not, you don't know at this point?

A I don't know at this point.

Q Will you ascertain that if possible, if not --

MR. DeMORE: You mean if they were held?

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MR. AMDURSKY: Sure, if they were held,  
we want them.

MR. DeMORE: If he has them.

MR. AMDURSKY: If he has them.

MR. DeMORE: Sure.

BY MR. AMDURSKY:

Q Has the case been terminated?

A Yes.

Q The file may be destroyed. If you have them,  
fine, you will furnish them to counsel?

A (Nods in the affirmative.)

Q We will now move to the case of Thomas John Brown  
against Remington, and the vendor, Montgomery Ward.

MR. AMDURSKY: Will you get that for  
him, George?

BY MR. AMDURSKY:

Q This was an accident in which the owner was attempt-  
ing to unload the rifle and the rifle discharged.

A That was the allegation, yes.

Q And the rifle here was a Model 700?

A Correct.

Q The Complaint alleged that the owner of the rifle,  
one Charles Kuncher, K-u-n-c-h-e-r, attempted to unload

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the rifle and the rifle, without notice or without the intent of Kuncher, discharged, causing injuries and damage to the plaintiff. That is the second allegation of the Complaint?

A Correct.

Q The action was commenced in the Court of Common Pleas of Pennsylvania.

A Right.

(Whereupon, a document was then marked Plaintiffs' Exhibit Number 14 for identification, this date.)

BY MR. AMDURSKY:

Q I show you what appears to be a Complaint in an action entitled "Thomas John Brown, plaintiff, against Montgomery Ward and Company and Remington Arms," and ask you if that's a true and correct copy of the Complaint in that action?

A Yes, it is.

Q That accident occurred on December 3rd, 1970, according to the Complaint.

A Correct.

Q I assume that some investigation was made on behalf of Remington Arms?

KENNETH H. CREVELL, JR. CSP

1 A Yes. May I correct that statement?

2 Q Certainly.

3 A The accident occurred on December 12, 1970.

4 Q Well, I looked right at it, did I say something  
5 else?

6 A Well, December 3rd was the date he purchased  
7 the rifle.

8 Q All right, December 12th, according to the Complaint,  
9 was the date of the accident?

10 A Right.

11 Q And December 3rd was the date of purchase?

12 A Right.

13 Q The case came to your attention upon service  
14 at least?

15 A Yes.

16 Q The Complaint bears the stamp June 21st, 1971,  
17 R.A. Partnoy. May we assume that it came to your attention  
18 on that date, or Mr. Partnoy's?

19 A He would have sent it over to me immediately,  
20 so probably on that date I received it.

21 Q Is it true that it was in the ordinary course  
22 of your business to assign counsel?

23 A Yes.

Kenneth H. Galt, Jr.

Q Counsel in this case was the firm of Costello, Snyder, Burke and Horner of Greenberg, Pennsylvania, was it not?

A Yes.

Q Sometime thereafter were Interrogatories served by the plaintiff's attorneys?

A Yes.

Q Did there come a time when your local counsel sent the Interrogatories to you and asked you to prepare the necessary answers?

A Yes.

(Whereupon, a document was then marked Plaintiffs' Exhibit Number 15 for identification, this date.)

BY MR. AMDURSKY:

Q I show you Exhibit 15, and is that the letter from counsel to you in the Brown case asking you to prepare the necessary answers?

A Yes.

Q Having examined the Interrogatories, did you prepare the necessary answers?

A Yes.

Q If you will take a look at the Interrogatories,

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the interrogatory numbered 10 asks the following: "As to the specific model of rifle involved in this case, did the defendant ever within the past five years receive complaints concerning defects in the rifle?" And then it goes on, "If the answer is yes, do" so and so. Your answer was yes, that you did receive complaints, correct?

A Yes.

Q And you attached, did you not, a list of the complaints that you received, which you marked Exhibit C to your Interrogatories?

A That's right.

(Whereupon, a document was then marked Plaintiffs' Exhibit Number 16 for identification, this date.)

MR. AMDURSKY: If you will mark the Interrogatories 17 and the Answers 18, we will put them all in.

(Whereupon, documents were then marked Plaintiffs' Exhibit Numbers 17 and 18 for identification, this date.)

BY MR. AMDURSKY:

Q Going back to the Interrogatories, as to complaints, counsel for the plaintiff in that case listed as, "A) In

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1 your answer which you answered, you told us yes, did any  
2 of the complaints specifically refer to the discharge of  
3 the rifle when the safety was put on, put in the off position  
4 and B) Did any of the complaints refer to any defect of  
5 the trigger mechanism or safety mechanism?" and both A  
6 and B had as an addendum, "If so, state the date or dates  
7 such complaints were received and from whom." Is that  
8 not correct?

9 A That's right.

10 Q And your answer to Interrogatory Number 10 was,  
11 "Yes, see attached addendum designated Exhibit C." Is  
12 that not so?

13 A Yes.

14 Q Showing you Exhibit 16, Exhibit C listed Complaints  
15 commencing December 7, 1967 and ending March 24, 1972,  
16 and listing 26 Complaints; one was in twice, so I left  
17 it out.

18 MR. AMDURSKY: Off the record.

19 (Whereupon, a discussion off the record  
20 then ensued.)

21 MR. DeMORE: Page 2 is a copy of Page 1

22 MR. AMDURSKY: If it is, I will change  
23 the number. That is what my notes said

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originally.

A 14.

BY MR. AMDURSKY:

Q Will you change that to 14 instead of 26, 14  
Complaints from December 7, '67 until March 24, '72?

A Right.

MR. DeMORE: We ought to mark Exhibit  
C. You have got two pages there as part  
of Exhibit C.

MR. AMDURSKY: We ought to make it  
one page?

MR. DeMORE: Right.

MR. AMDURSKY: Exhibit 16, consisting  
of one page.

BY MR. AMDURSKY:

Q That was a true and correct answer to the question,  
was it not, to the Interrogatory, your answer?

A Yes.

Q I would like to call your attention to Interroga-  
tory Number 16 which reads as follows, in part: "Is the  
defendant a member of any trade association which sets  
standards for the manufacture of the type of rifle concerned  
in this case?" and was your answer to Interrogatory 16,

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no?

A Yes.

Q Was there any industry standards which would apply to the manufacture of the safety or trigger mechanism, from anybody?

MR. DeMORE: When?

Q In 1971 and '2.

A Apparently no.

Q Is there any now, or in 1973 was there any?

A I don't believe so.

Q So we can assume can we fairly, there are no industry standards?

MR. DeMORE: When?

MR. AMDURSKY: 1973.

MR. DeMORE: I object to the form of the question.

BY MR. AMDURSKY:

Q Were there any industry standards applying to safeties or the type of them or trigger mechanism in the year 1973?

MR. DeMORE: I still object to the form of the question. Can you answer that?

THE WITNESS: I don't believe so.

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BY MR. AMDURSKY:

Q The trigger adjustment on 700's in the year 1973 were sealed, were they not, at the factory?

A I believe so.

Q And I am talking about the trigger adjusting screw, if I was vague before, that is sealed at the factory, is it not?

A I believe so.

Q Well, you so answered Interrogatory 19 in 1972, did you not, in 1972-A?

MR. BATTAGLIA: Not 1972-A, 19-A you mean.

MR. AMDURSKY: What?

MR. BATTAGLIA: You said 1972-A, you mean 19-A.

MR. AMDURSKY: 19-A, of course.

A Yes, at the time these were answered, that was the answer.

BY MR. AMDURSKY:

Q You said, "No adjustment or removal of the trigger engagement screw is recommended," did you not?

A Yes.

Q Was that true and correct in 1972 at the time

1 it was made, and also in 1973 when the Shutts gun was manu-  
2 factured?

3 A I believe so.

4 Q Is there any claim here in this case, that the  
5 adjusting screw in the Shutts gun was changed?

6 MR. DeMORE: Are you asking him that?

7 MR. AMDURSKY: I'm asking him that.

8 MR. DeMORE: Are you claiming that?

9 MR. AMDURSKY: What?

10 MR. DeMORE: You are talking about  
11 Mr. Shutts' case?

12 MR. AMDURSKY: I am.

13 MR. DeMORE: I don't know what you  
14 are claiming so I am not going to let him  
15 answer it. If you are claiming that --

16 MR. AMDURSKY: I am not claiming that,  
17 I am asking him if --

18 BY MR. AMDURSKY:

19 Q Did your examination of the Shutts gun disclose  
20 that the adjusting screw was in any manner changed?

21 A I don't believe so.

22 Q You attached to these exhibits to the Answers  
23 to Interrogatories, Exhibit B, did you not?

A Yes.

MR. AMDURSKY: Off the record a minute.

(Whereupon, a discussion off the record then ensued.)

(Whereupon, a document was then marked Plaintiffs' Exhibit Number 19 for identification, this date.)

BY MR. AMDURSKY:

Q I show you a printed form entitled "High Power Rifle Bolt Action Repeater Model 700ADLBDL Environment Grade Instruction Folder and Parts Price List," and ask you if that had been promulgated and distributed by Remington prior to the year 1972, and which you include in Answers to Interrogatories in the Brown Case?

A Yes, it is.

Q Was that in full force and effect at the time of the Brown accident?

A Yes.

Q Was it in full force and effect at the time the Shutts gun was manufactured in 1973?

A I don't know.

Q Has this ever been replaced?

A Yes, it's been changed, modified.

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1 Q When?

2 A Up through the years.

3 Q Does this Exhibit 19 contain instructions on  
4 how to unload? It's about halfway down the page.

5 A Yes, it does.

6 Q Does it read, "To unload, pull bolt rearward  
7 carefully and take cartridge from rifle, then push bolt  
8 forward until next cartridge is released from magazine,  
9 continue until magazine is empty. BDL grade magazine may  
10 be unloaded from the bottom with bolt closed and the safety  
11 on safe. Be certain also to empty chamber." Did I read  
12 it correctly?

13 A That's correct.

14 Q That was in effect, in your instructions, how  
15 to unload in 1970, which appears to be the date of the Brown  
16 accident?

17 A Right.

18 Q Was it in effect when you manufactured the Shutts  
19 gun in 1973?

20 A I don't know.

21 Q Will you determine it and let counsel know so  
22 he can advise me in writing?

23 MR. DeMORE: Off the record.

KENNETH H. CROWELL, JR. CSM

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(Whereupon, a discussion off the record then ensued.)

MR. DeMORE: We have previously produced that information for you and you should have that information.

MR. AMDURSKY: Have you got it, are you able to give me --

MR. DeMORE: Me?

MR. AMDURSKY: Yes, are you able to give me, from information that you previously have given me, the statement of whether or not this instruction as to unload that was in effect in 1970, whether or not it had been changed so as not to be in effect at the time the Shutts gun was manufactured?

MR. DeMORE: No, I can't say that. You have all the literature that was promulgated by Remington. I assume you can ascertain that yourself, and perhaps Mr. Linde, when he goes back under oath, can answer those questions, likewise.

MR. BATTAGLIA: Off the record.

(Whereupon, a discussion off the record

then ensued.)

BY MR. AMDURSKY:

Q Did he provide you with Spease?

A Yes, he did.

Q In 1975, was there an action commenced against Remington Arms Company by Thomas John Spease in the District Court of Kansas?

A I believe it was in 1973 that such an action was brought.

Q Oh, yes, of course, it was '73. You see what happens when I don't have my glasses? A Complaint was served?

A Right.

Q That Complaint came to your attention either on June 14 or June 15 of 1973, your attention?

A Yes.

Q This was a 700?

A Yes, it was.

Q And the Complaint alleged that the accident happened on January 29, 1972.

A Correct.

Q And claimed that the product was defectively manufactured and sold by Remington?

Kenneth H. Crewell, Jr. CSR

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Washington, D.C. 20036  
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A Right.

Q This gun discharged. The plaintiff claimed in his Complaint that the gun discharged?

A Yes.

Q Was the Complaint that it discharged without somebody pulling the trigger?

A I don't see that specific allegation. Generally, he's claiming the trigger mechanism is such that it's defective.

Q And that the company failed to give adequate warning and so forth.

A Correct.

(Whereupon, a document was then marked Plaintiffs' Exhibit Number 20 for identification, this date.)

BY MR. AMDURSKY:

Q I show you what appears to be the Complaint in that action that has been marked Exhibit 20 for identification and ask you if that is a true and correct copy of the Complaint that was served on Remington?

A Yes, it is.

Q I wasn't provided with any answer of any interrogatories. Does your file have any interrogatories or any

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ATTORNEY AT LAW  
100 SOUTH BROADWAY  
NEW YORK, N.Y. 10038  
212.407.1111

1 answer?

2 A No.

3 Q As far as you know, were there interrogatories?

4 A My file doesn't have them.

5 Q I don't mean to quarrel with you, so far as you  
6 know were there any?

7 A There were none.

8 Q Did the case get disposed of in some manner?

9 A No.

10 Q This was a 700?

11 A Yes, it was.

12 Q Parker-- was the safety mechanism on all 700 guns  
13 substantially the same whether they were ADL or BDL?

14 MR. DeMORE: At what point in time,  
15 when?

16 MR. AMDURSKY: In 1973.

17 A Yes.

18 BY MR. AMDURSKY:

19 Q Is a BDL unloaded from the bottom?

20 A That's right.

21 Q Was that a substantial distinction between the  
22 ADL and the BDL?

23 A That is one distinction.

Kenneth H. Council, Jr. CSE

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1 RIVERSIDE, CALIF. 92506

1 Q Were there any others, or can't you tell me?

2 A I am really not the one to say.

3 Q Parker involved a Model 700?

4 A Right.

5 Q Is it true that the Complaint alleged that the  
6 owner was unloading the gun to clean it when it discharged?

7 A I believe so, yes.

8 Q The date of this accident was November 21st,  
9 1976?

10 A Yes.

11 Q Was an action commenced entitled Greg R. Parker  
12 and wife, I assume, against Remington Arms Company and  
13 some other defendants?

14 A Correct.

15 Q Was that action commenced in State Court of Texas?

16 A Yes.

17 (Whereupon, a document was then marked  
18 Plaintiffs' Exhibit Number 21 for identifica-  
19 tion, this date.)

20 BY MR. AMDURSKY:

21 Q That Summons apparently was received in your  
22 Law Department on December 7, 1978, and bears Mr. Partnoy's  
23 stamp?

REYNOLD H. CURTIS, JR. CSR

RECEIVED 12/11/78  
FBI - NEW YORK  
12/11/78

1 A Yes.

2 Q Did he deliver it to you for taking care of?

3 A Yes.

4 Q I show you Plaintiffs' Exhibit marked 21 for  
5 identification and ask you if the Complaint contained herein  
6 is a true and correct copy of the Complaint that was served  
7 on Remington?

8 A Yes, it is.

9 Q So far as I know, all the cases that we have  
10 talked about concern 700's, so far.

11 A That's correct.

12 Q Did Remington also manufacture, during the years  
13 we have been talking about, a gun that was called a 600  
14 and 660, Model 600 and Model 660?

15 A I believe so.

16 Q What do you mean, you believe so, do you know?

17 A I believe we manufactured a 600, I am not sure  
18 about the 660.

19 Q There is no question about the 600?

20 A No.

21 Q You can answer that positively without saying,  
22 "I believe so"?

23 A Yes.

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WASHINGTON, D.C. 20036

202-638-1111

1 Q I don't mean to quarrel with you. The Complaint  
2 in Parker alleges that the plaintiffs were injured in 1976  
3 when a Remington Model 700, bolt action 243, Serial Number  
4 6399226 firearm manufactured in 1971 discharged, does it  
5 not?

6 A Yes.

7 Q By this time the Coates accident had occurred  
8 in Texas, had it not, also?

9 A No.

10 Q It had not?

11 A No.

12 Q I mean at the time you received the Complaint,  
13 not the time of the accident. I am reading from his letter,  
14 there is no problem about it.

15 MR. DeMORE: Why don't you show him  
16 the letter?

17 A Yes, that's right.

18 MR. AMDURSKY: I will.

19 MR. DeMORE: Good.

20 BY MR. AMDURSKY:

21 Q Upon receiving the Complaint, you sent it to  
22 the proper persons to defend the action?

23 A Right.

Q And you wrote a letter of transmittal of this dated -- of this Parker Complaint -- dated December 8, did you not?

A Correct.

MR. AMDURSKY: I am going off the record and I have kept away from this, of course, I don't want -- off the record.

(Whereupon, a discussion off the record then ensued.)

BY MR. AMDURSKY:

Q This letter was written to the person that was in charge of proceeding with the investigation of the case, was it not? You can be careful with your answer.

A Generally, yes.

Q Do you have your letter of December 8 in front of you?

A Yes, I do.

Q In this letter, did you say that "The model involved in this present case is not one of the models currently being recalled by Remington as a result of the Coates settlement, however, because the allegations are so similar to the allegations in Coates, we would request this case be referred to Special Claims in order to take advantage of

1 the experience they obtained in handling the Coates matter,"  
2 did you say that?

3 A Yes.

4 Q Will you tell us whether or not Remington was  
5 represented on Special Claims?

6 A Represented by them?

7 Q Yes, were you on it or was any person designated  
8 by you on such committee?

9 A No.

10 Q Did you get reports of any findings of such commit-  
11 tee?

12 A No.

13 MR. DeMORE: Off the record.

14 (Whereupon, a discussion off the record  
15 then ensued.)

16 BY MR. AMDURSKY:

17 Q Or any reports from such committee? I say you  
18 personally, or the Law Department or any other officer  
19 of Remington, so far as you know.

20 A I don't believe so.

21 Q You know of its existence?

22 A I know there is a Special Claims Department.

23 MR. AMDURSKY: Off the record.

(Whereupon, a discussion off the record then ensued.)

BY MR. AMDURSKY:

Q There was a department, I gather, that gained some experience in Coates in handling the Coates matter?

A Right.

Q But you are telling me, sir, that you, or so far as you know, nobody in Remington got any notice of any experience that the Special Claims obtained in handling Coates?

A No, I don't believe I said that.

Q You don't what?

A I don't believe I said that.

Q No, I'm not asking you that.

MR. DeMORE: Wait a minute, off the record.

(Whereupon, a discussion off the record then ensued.)

BY MR. AMDURSKY:

Q Did you get any reports from the Special Committee which referred to their experience obtained in the handling of the Coates matter, in the Parker case or in any subsequent case?

1 A I don't believe so.

2 (Whereupon, a document was then marked  
3 Plaintiffs' Exhibit Number 22 for identifica-  
4 tion, this date.)

5 BY MR. AMDURSKY:

6 Q I now show you the letter I have been referring  
7 to marked Plaintiffs' Exhibit 22 for identification and  
8 dated December 8, 1978 in reference -- this was a letter  
9 of transmittal of the Summons and Complaint in the Parker  
10 case, and I ask you if that exhibit is a true and correct  
11 copy of the letter that you wrote?

12 A Yes, it is.

13 Q The Parker case was an unloading case, was it  
14 not?

15 A Yes.

16 Q And the claim was that the gun discharged when  
17 the safety lever was moved to fire while the gun was being  
18 unloaded?

19 A That was the allegation.

20 Q In order to unload, the safety has to be moved  
21 to the fire position when you are unloading a 700, does  
22 it not?

23 A I believe so.

Kenneth H. Crewell, Jr. CSK

OFFICE OF THE CLERK OF COURT  
COURT HOUSE  
JANUARY 1979

Q Otherwise the bolt won't open?

A That's correct.

Q You know that, don't you?

A Hm mm.

Q I don't mean to quarrel with your answer, "I believe so," but I am convinced from reading these files that you are more of an expert than most people in the country, which I meant to give you as a compliment.

Who was W. E. MacIntyre in the Legal Department?

A He is in the Legal Department of DuPont.

Q In Wilmington?

A Wilmington.

Q Did the Parker case get served on DuPont, did it come to them first?

A I don't believe so.

Q Are you able to tell us how, if he was in the Legal Department of DuPont, he would get the Complaint?

A In looking over a copy of the letter to Mr. MacIntyre, he did receive the citation.

Q It was served on DuPont?

A Yes, apparently it was.

(Whereupon, a document was then marked  
Plaintiffs' Exhibit Number 23 for identification,

Kenneth H. Crowell, Jr., SR

1                   this date.)

2 BY MR. AMDURSKY:

3           Q     Referring to that letter, is Exhibit 23 a true and  
4 correct copy of a letter which must be in your file, from  
5 Mr. MacIntyre of DuPont to Mr. Partnoy?

6           A     Yes.

7           Q     I gather Mr. Partnoy turned Mr. MacIntyre's letter  
8 over to you prior to your writing Exhibit 22?

9           A     Yes.

10          Q     In this letter, Mr. MacIntyre says to Mr. Partnoy,  
11 does he not, "In view of the experience of the Coates and  
12 the current Remington recall, this..." referring to Parker,  
13 "...should be handled with the greatest of care"?

14          A     Yes.

15          Q     And asks for a telephone call for a report, I  
16 gather?

17          A     Right.

18          Q     Was the Coates accident the reason of the 600  
19 recall, sir?

20          A     The Coates settlement was the reason for the  
21 600 recall.

22          Q     Were the allegations in Parker similar to -- the  
23 allegations in the Parker Complaint similar to the allegations

1 in the Coates Complaint?

2 A Similar.

3 Q This action was in district proceedings, among other  
4 causes of action, was it not?

5 MR. DeMORE: Parker?

6 MR. AMDURSKY: Parker, yes, sir.

7 A I believe it was.

8 Q The case was -- Parker now, I'm talking about --  
9 was referred to local counsel in Texas?

10 A Right.

11 Q And the name of the local counsel was Kleberg  
12 and Weil?

13 A That's right.

14 Q In Corpus Christi? And sometime on or about  
15 the 10th day of January, 1979, Remington was served with  
16 Interrogatories by defense counsel, was it not?

17 A January, '79, yes.

18 Q Do you have the Interrogatories in front of you?

19 A Yes, I do.

20 Q These Interrogatories were, of course, originally  
21 sent by plaintiff's counsel to your local lawyers in Texas?

22 A Yes.

23 Q And then is it true that they were sent to you

for answers?

2 A Yes.

3 Q I gather that you prepared the answers to the  
4 Interrogatories, did you not?

5 A Yes.

6 MR. DeMORE: Why don't we take a two-  
7 minute break.

8 (Whereupon, a discussion off the record  
9 then ensued.)

10 (Whereupon, a document was then marked  
11 Plaintiffs' Exhibit Number 24 for identifica-  
12 tion, this date.)

13 BY MR. AMDURSKY:

14 Q I show you Plaintiffs' Exhibit marked 24 for  
15 identification and ask you if Exhibit 24 is a true and  
16 correct copy of the Interrogatories submitted to you by  
17 the plaintiff in the Parker case, you, meaning the company.

18 A Yes, it is.

19 Q I gather from the correspondence that one of  
20 the lawyers from your local counsel came up to discuss  
21 these Interrogatories with you in Bridgeport?

22 A Yes.

23 (Whereupon, a document was then marked

Kenneth H. Crewell, Jr. CSR

Notary Public for the State of New Jersey

My Commission Expires 12/31/2011

My Notary Public Number is 12345678

Plaintiffs' Exhibit Number 25 for identification, this date.)

BY MR. AMDURSKY:

Q Showing you Exhibit 25, is that a true and correct copy of the Answers that you received, proposed Answers that you received from local counsel, following which he says, "...contain the answers as we discussed them last week in Bridgeport, and the information you provided since that time"?

MR. DeMORE: Wait a minute. Your question says is that a true and correct copy of the Answers?

BY MR. AMDURSKY:

Q Of the letter that you received from Mr. McKissick.

A Yes, it is.

Q And you did discuss the Answers and you did have further discussion with him in reference to further information in reference to the Answers?

A I discussed the Answers with Mr. McKissick.

Q Both on the telephone and in Bridgeport?

A I assume so, yes.

Q Take a look at the Interrogatories, under notes in the margin, is that your handwriting or someone else's?

1 A That is my handwriting.

2 Q So before I even get to the Answers, Interrogatory  
3 Number 1 is, "Please state the name of each person supplying  
4 answers," and your initials appear opposite that, do they  
5 not?

6 A Yes.

7 Q Looking at the second page of the Interrogatories,  
8 is the writing in the left margin of that page your writing?

9 A Yes.

10 Q And whatever notes appear on the third page of  
11 the Interrogatories, is that your writing?

12 A Yes.

13 Q Those were prepared in March of '79, were they  
14 not, these Answers, or late February?

15 A Yes.

16 Q This was a 700 gun involved in the Parker case,  
17 you have told us?

18 A Right.

19 Q Your answer to Interrogatory 5 which asks, Do  
20 you still design, manufacture and sell this model?" your  
21 answer was, "Yes"?

22 A Yes.

23 Q And that was correct?

1 A Yes.

2 Q Interrogatory 8 asks whether you designed and  
3 manufactured the safety mechanism on Remington 700BDL bolt  
4 action 243, Serial Number 639926, and your answer was,  
5 "Remington Arms Company designed the safety mechanism.  
6 Some components of the safety mechanism were manufactured  
7 by outside vendors."

8 A That's right.

9 Q Was that correct at the time you made it?

10 A Yes.

11 Q Is it correct now?

12 A I believe so.

13 Q Was it correct for guns manufactured in the year  
14 1973?

15 A I believe so.

16 Q Do you know so or do you just believe so? I  
17 don't understand that answer, "I believe so."

18 A Well, I am a lawyer --

19 MR. DeMORE: Wait a minute.

20 Q I know you are a lawyer.

21 MR. DeMORE: Wait a minute, he's answered  
22 the question.

23 MR. AMDURSKY: I asked him if he knows

KENNETH H. CRAWFORD, JR., CDR

DEPT. OF DEFENSE  
WASHINGTON, D.C.  
20301-1000

so or if you believe so, he can answer that one.

A I believe so.

BY MR. AMDURSKY:

Q All right. Interrogatory 14 in the Parker case says, "Did the defendant make any warranty concerning the quality, fitness, merchandisability or dependability of the Remington 700BDL, bolt action 243..." serial number as previously read, "...to purchasers?" and you say, "No." As a lawyer, are you saying expressed warranties or implied warranties?

A Expressed warranty.

Q No doubt of the ordinary implied warranties provided by statute, you did make?

A Right.

Q Both in the Parker case and in the Shutts case is your answer yes?

A I really can't tell by Texas law, I don't know.

Q I beg your pardon?

A I say, I don't know Texas law, which is the Parker case.

Q Do you know New York law?

MR. DeMORE: Isn't that argumentative?

Kenneth H. Conrad, Jr. CCR

1 The law speaks for itself.

2 MR. AMDURSKY: Do you instruct him  
3 not to answer that question?

4 MR. DeMORE: No, I'm not. I don't  
5 see what relevancy it has, I mean, the law  
6 is the law.

7 MR. AMDURSKY: If he wants to tell  
8 me he doesn't know, he doesn't know.

9 MR. DeMORE: What difference does it  
10 make? Let's ask something else.

11 MR. AMDURSKY: Well, let's hold your  
12 horses, you're not going anyplace.

13 MR. BATTAGLIA: I'm lost, is there  
14 a question pending?

15 MR. DeMORE: I don't know.

16 BY MR. AMDURSKY:

17 Q Let me ask you, do you claim there was any dis-  
18 claimer of implied warranties in this case?

19 MR. DeMORE: The Shutts case?

20 MR. AMDURSKY: Shutts.

21 MR. DeMORE: In the form of a writing?

22 MR. AMDURSKY: In the form of a writing  
23 or any other way.

Kenneth H. Chawell, Jr. CSR

A No.

MR. AMDURSKY: If you will mark this,  
we will finish with Parker.

(Whereupon, a document was then marked  
Plaintiffs' Exhibit Number 26 for identifica-  
tion, this date.)

BY MR. AMDURSKY:

Q On March 5th you wrote Texas counsel, did you  
not, a letter, enclosing him the executed and notarized  
originals of Remington's Answers to the Interrogatories?

A March 5th, right.

Q Making two small corrections, one in spelling  
and one in typographical?

A Right.

Q I show you Exhibit marked 26 for identification  
and ask you if that's a true and correct copy of your letter  
of March 5th to Texas counsel?

A That's correct.

Q We will pass on to Clark. Have you got Clark  
in front of you?

A Yes, I do.

Q Clark was a Texas case, was it?

A Yes.

Kenneth H. Crowell, Jr. CSR

Q This involved the 600?

A That's correct.

Q And the accident happened, according to the Complaint, on November 27, '76?

A Yes.

Q Prior to the time of receiving the Complaint, will you tell us whether or not the Mohawk 600's were recalled?

A They were.

Q The Clark case involved, it was claimed by the plaintiff, that she was engaged in unloading the gun and pushed the safety to fire to enable her to operate the bolt that the gun fired and fragments went into her foot. Is that a correct statement of the claim of the plaintiff in this case?

A That's correct.

Q And the claim was that she had to put the safety on the fire position in order to open the bolt. Is that not correct?

A That's right.

Q In doing so, the weapon discharged?

A Yes.

Q The claim there was that the trigger hadn't been pulled?

KENNETH H. CRAWFORD, JR. CSR

1 A Yes.

2 Q Therefore, the gun shouldn't have fired without  
3 the trigger being pulled. Was that also the claim?

4 MR. DeMORE: I submit that the document  
5 speaks for itself.

6 MR. AMDURSKY: I submit you are right.

7 MR. DeMORE: Okay.

8 MR. AMDURSKY: So we might as well  
9 find out what we are talking about from  
10 some other documents. If that question  
11 bothers you, I will withdraw it.

12 MR. DeMORE: Well, it bothers me, so  
13 you will withdraw it.

14 MR. AMDURSKY: All right, that's good  
15 enough. I should have said if it bothers  
16 either of you.

17 BY MR. AMDURSKY:

18 Q You received this --

19 (Whereupon, a document was then marked  
20 Plaintiffs' Exhibit Number 27 for identifica-  
21 tion, this date.)

22 Q I show you what purports to be a Complaint and  
23 an Amended Complaint called Petition, and ask you if those

KENNETH H. CRAWFORD, JR. C.R.

1 are the true and correct copies of the -- whether it would  
2 be called a Complaint or Petition -- in the Clark against  
3 Remington?

4 A Yes, they do.

5 (Whereupon, a document was then marked  
6 Plaintiffs' Exhibit Number 28 for identifica-  
7 tion, this date.)

8 BY MR. AMDURSKY:

9 Q Is it true, according to your file, that on March  
10 6, 1979, you sent the case on to proper parties for investi-  
11 gation and defense?

12 A Yes.

13 Q Is Exhibit 28 a true and correct copy, as you  
14 recall, of the transmittal?

15 A Yes, it is.

16 Q Were Interrogatories subsequently propounded  
17 by counsel for the plaintiff?

18 A Yes.

19 Q In that case you also had local counsel?

20 A Yes.

21 Q Messrs. Gray and Keene of San Antonio?

22 A Right.

23 Q Did you prepare the Answers?

Kenneth H. Campbell, CSR

1 A Yes.

2 (Whereupon, a document was then marked  
3 Plaintiffs' Exhibit Number 29 for identifica-  
4 tion, this date.)

5 BY MR. AMDURSKY:

6 Q I show you a document marked Interrogatories,  
7 and also marked Plaintiffs' Exhibit 29 by the stenographer  
8 for identification and ask you if those were the Interroga-  
9 troies that were propounded in the Clark case?

10 A Yes.

11 Q Let me ask you a question. Were the 600's, after  
12 recall, ever sent back, or did you take the 600's off the  
13 market?

14 A Well, the recall requested the 600's be sent  
15 in and we exchanged trigger assemblies and sent the 600's  
16 back to the customer who sent the rifle in.

17 Q So you changed the trigger assembly?

18 A Yes.

19 Q And sent it back?

20 A Right.

21 Q Did there come a time when you ceased manufac-  
22 turing the 600's?

23 A Yes.

Q Can you tell me when that was?

A No, I can't.

Q Would Mr. Linde know that better than you?

A I don't know. We can find that information out for you.

Q I gather from reading the Answers to the Interrogatories, and without taking up the rest of the day on this, after Coates you set up a Watts line to advise purchasers of the 600's of possible dangers so that they might permit -- and you requested that they permit a gunsmith to examine the rifle for possible replacement of the trigger assembly. Is that substantially correct, what you did? If not, tell us.

A Yes, basically, we would recommend a gunsmith in the general area of the caller and we would recommend they bring the gun in. If the gun was one that was subject to the recall, then the trigger assembly would be changed.

Q Was that also true on your pistol, that XP100, wasn't it?

A I believe the XP100's were requested, that all those be sent back to the factory.

Q That was the end of the XP100?

A No, no.

Kenneth H. Crewell, Jr. CSW

DEPT. OF JUSTICE  
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WASHINGTON, D.C. 20535  
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FACSIMILE (202) 755-6001

Q Did you repair them yourself?

A Yes, rather than have gunsmiths do it, the XP-100, if it was subject to the recall, then a new trigger assembly would be put in the XP-100 and sent back to the customer.

Q You did that yourself?

A Yes.

Q At your Ilion factory, probably?

A Right.

Q Mohawk, the 600's, was a bolt action rifle?

A Right.

Q In order to open the bolt, you had to put the safety on fire position, did you not?

A Right.

Q This Clark accident occurred on November 27, '76. See if that's correct.

A November 27, 1976.

Q You are unable to tell us when you stopped manufacturing the 600's altogether, are you?

A I don't know the date offhand.

Q Well, roughly, can you tell us the year?

A I would think it was right after recall, a week or so.

KENNETH H. CREWELL, JR. CSR

OFFICIAL COURT REPORTER  
100 E. 10th Avenue  
Cincinnati, Ohio 45202  
(513) 521-1111

Q In other words, if I understand what you did, there was an A and a B and you recalled the B. I don't know that for sure. I know you recalled the B, but I'm not sure about the A. I have got it here someplace. Anyway, B's were subject to recall, or don't you know that?

A There were serial numbers, some of which had A's and B's in them. We gave that out in a notice and I don't have any independent recollection now of what the serial number was.

Q I will get to it, it's in one of these files someplace, but your recollection as we are all sitting here is that you terminated the 600's, took it out of the line shortly after recall?

A Yes.

Q Can you give me the year of the recall?

A The year of the recall was 1978.

Q The 600 was no longer in the '79 line?

A I believe that's right.

Q Are you able to tell us the difference between the 600's that you recalled, so far as the trigger assembly was concerned, and the 600's that you didn't recall, so far as the trigger assembly is concerned, can you tell me the difference?

Kenneth H. Crow, II, M. CSR

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22 SOUTH LAMAR, ST. LOUIS, MO 63103  
(314) 425-1234

MR. DeMORE: I'm going to object to the form of the question. I don't think he's the man that should answer that.

MR. AMDURSKY: I understand that. All he's got to tell me is he doesn't know.

A I really don't know.

MR. AMDURSKY: I sure don't want him to --

Q How long have the 600's been manufactured?

A I believe they started around the middle sixties.

Q The year after the 700's, I think, I've been reading your Answers.

A I will have to read them then, because I can't remember right now. What number is that?

Q Well --

MR. DeMORE: Wait a minute. Have you asked him a question as to when they started manufacturing the 600's?

MR. AMDURSKY: Yes.

MR. DeMORE: Can you answer that question without referring to some documentation to refresh your memory as to when that was?

THE WITNESS: No, I cannot.

KENNETH H. CRAWFORD, JR. CSR

BY MR. AMDURSKY:

Q Sometime in 1967 or '68?

MR. DeMORE: If you don't know without --

A I really don't know.

Q All right.

MR. DeMORE: If you have got something you can show him where he said that, I think that might --

MR. AMDURSKY: I don't think it's terribly important.

MR. DeMORE: I don't, either, but we're wasting time.

BY MR. AMDURSKY:

Q Take a look at your Answers to the Clark Interrogatories. Interrogatory Number 30 asks how many 600's had been sold and your answer was, "Eighty-five thousand, four hundred and fifty." Does that refresh your recollection?

A As to that question and answer, yes.

Q Then question number -- Interrogatory Number 31 asks specifically by month and year. You subsequently specified by year and the first year was 1971.

A Right.

Q That would kind of indicate, I suppose, that

1 they began being manufactured in 1971 or maybe the latter  
2 part of '70.

3 A The Mohawk 600 was apparently manufactured begin-  
4 ning 1971, late '70.

5 Q Following 31, answer: "The last delivery of  
6 600's was in August of '79."

7 A Yes.

8 Q Only 2500 were manufactured that year, so I assume  
9 we can figure that you ceased manufacturing 600's sometime  
10 in the forepart of '79?

11 A Probably.

12 Q Interrogatory 51 asks, "Has Remington Arms, Incor-  
13 porated ever had a complaint concerning the fact that a  
14 Remington Mohawk 600 discharged when the safety was placed  
15 in the off position without touching the trigger?" and  
16 the answer was, "See response to 53 below," and the response  
17 to 53 was, "Yes," correct?

18 A Yes, correct.

19 Q So I assume you are saying that Remington had  
20 a complaint concerning the fact that a 600 discharged when  
21 the safety was placed in the off position without touching  
22 the trigger. Does 53 take care of that?

23 A Yes.

Kenneth H. Crea III, Jr. CSR

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612-338-1111

Q And your answer to who sued you on that was simply John Coates.

A Correct.

Q You have told me before that as a result of the Coates suit, and you can add settlement if you wish, I ask you suit, the recall of 600's was instituted?

A Yes.

Q Was the Coates accident the cause of Remington ceasing to manufacture 600's?

A Yes, that incident.

Q You took them right out of your line --

A Yes.

Q -- as a result of that accident and settlement?

A Right.

MR. AMDURSKY: I will consent that "settlement" go out of there if you wish.

MR. DeMORE: Why don't we go on with it anyway. Fine.

MR. AMDURSKY: I haven't asked anything about settlements. I think I have -- if the information is volunteered, it's one thing, but I haven't probably got the right to ask about settlements, nor would I.

KENNETH H. CREWELL, JR. CSR

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BY MR. AMDURSKY:

Q In answer to the question, "How many of the 600's were affected by the recall?" your answer was, "Approximately 30,000." Interrogatory 30 and Answer 30.

A The 30,000 number refers to the number of people that called in about the Mohawk 600.

Q Well, 59 asks about the calls in and 60 asks how many Remington Mohawk 600's were affected by the procedure, and your answer was, "Approximately 30,000."

A Right. That refers back to 59.

Q Is that correct?

A Yes.

Q You attempted to notify all owners of the need of an examination of their Mohawks?

A Correct.

Q Question Number 65, Interrogatory Number 65 asks, "State in detail what such safety information was and attach a copy of the pamphlet or written material." Your answer to that was, "The Operators' Manual and Ten Commandments of Safety," which were provided with the packaging of each of the said model rifle "will be supplied with the information for responses to those interrogatories which could not be answered at this time," and so forth. What is the

Ten Commandments?

A That was a little booklet that had ten rules of safety for hunting.

Q Who made those up, somebody other than Moses, I gather?

A I believe it was SAAMI, the Sporting Arms and Ammunition Manufacturers Institute.

Q Those were for shooters?

A Yes.

(Whereupon, a luncheon recess was then taken.)

# AFTERNOON SESSION

EXAMINATION OF MR. SPERLING BY MR. AMDURSKY - CONTINUED:

Q Clark --

MR. BATTAGLIA: Is that what we were talking about, or are we now jumping to --

MR. DeMORE: We finished Clark, let's go on to somebody else.

MR. AMDURSKY: My Number 7 is Sylvester. This won't take but a minute.

Q My notes show that this happened on March 14,

KENNETH H. CROWELL, JR., C.S.R.

1977, is that correct?

A Yes.

Q The action was commenced in the State Court of Idaho?

A Yes.

Q Was the 600 involved?

A Yes.

Q The claimant alleged that the plaintiff was shot in the chest by a malfunctioning Remington 600. At least that was your characterization of it.

Well, see what it does say. The claimant itself says that on March 14, 1977, the weapon discharged while the rifle was partially unlocked and in a condition which should not have permitted the gun to fire. Is that apparently the gravamen of that case?

A Yes.

Q That Paragraph 4, Page 3, "That the rifle was in a defective condition, unreasonably dangerous to a user in that it permitted the safety selector and trigger to be manipulated in such a way that the rifle could unintentionally and accidentally discharge without the user or operator intending to do so," is that correct?

A Yes.

Kenneth H. Conwell, Jr. CBR

MR. DeMORE: As to what it states.

MR. AMDURSKY: As to what it states,  
of course.

BY MR. AMDURSKY:

Q Then the Complaint went on to plead implied warranties, did it not, Count 3, Paragraphs 3 and 4?

A Yes.

Q This was after the gun had been recalled anyway, wasn't it, this accident happened, or didn't it? Did we fix a date of the recall?

Q The recall was late October of 1978.

Q This was before the recall then?

A The accident was before the recall.

Q Sylvester was before the recall?

A Yes.

Q Did we find out when Coates happened?

A When the Coates accident happened?

Q Yes.

A I believe it was late November, early December of '77.

Q This was before the Coates accident even, "this" meaning Sylvester.

A I lost the -- yes.

KENNETH H. CROWELL, JR., CMAA

Q And you sent it on to the people that were in charge of its investigation and handling?

A Yes.

Q It remained under your supervision, I gather?

A Right.

Q My file shows that there was no --

MR. AMDURSKY: I waive that, of course.

I withdraw that.

(Whereupon, documents were then marked Plaintiffs' Exhibit Numbers 30 and 31 for identification, this date.)

BY MR. AMDURSKY:

Q Mr. Sperling, I show you an exhibit marked for identification as Plaintiffs' Exhibit 31, which purportedly appears to be a Summons and Complaint in the Sylvester incident.

I ask you whether this document so marked is a true and correct copy of the Summons that was served on you?

A Yes, it is.

MR. DeMORE: Summons and Complaint.

MR. AMDURSKY: What?

MR. DeMORE: Summons and Complaint.

MR. AMDURSKY: Yes, did I not say

## Complaint?

MR. DeMORE: No, you didn't.

BY MR. AMDURSKY:

Q And the Summons and Complaint?

A Yes, Summons and Complaint.

Q Exhibit 30 is your letter of transmittal that we have talked about?

A That's correct.

Q That's a true and correct copy of that?

A Yes.

Q Were there ever any Interrogatories in the case?

A I don't believe so.

Q I notice that Paragraph V, in the last page of the Complaint, Page 6, alleges that "Defendant Remington, in December of '78 acknowledged the potential defect in some 1,682,033 rifles manufactured by it and urged the return of such rifles to Remington or its agents for alterations and repairs." Is that allegation correct?

A No.

Q Do you have any idea where the 1,682,033 figure came from?

MR. DeMORE: That is not his figure; I don't want him to guess.

KENNETH H. CROWELL, JR. C.R.

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MR. AMDURSKY: Oh, if he doesn't know --

MR. DeMORE: He said he doesn't know.

MR. AMDURSKY: Oh, I didn't hear him.

A I don't know where that figure came from.

BY MR. AMDURSKY:

Q Stark is a 700 ADL case, is it not?

A I will have to check the ADL -- yes.

Q Unless there is some difference in caliber, it was the same gun as involved in the Shutts case, was it not the same type of gun?

A Excluding caliber, yes, same model.

Q Do you remember the Shutts case?

A Yes.

Q That was commenced in the Pennsylvania Court of Common Pleas, was it not?

MR. DeMORE: You mean Stark.

MR. AMDURSKY: Whatever they call it there. Yes, Common Pleas.

MR. DeMORE: You are talking about the Stark case.

MR. AMDURSKY: Oh, sure, not Shutts. That was commenced in Supreme Court, Oswego County, one of your favorite counties.

Kenneth H. Crowell, Jr. CSR

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100 SOUTH CLINTON ST.  
SAULT STEPHEN, MICH. 49783  
(517) 336-1111

BY MR. AMDURSKY:

Q I'm talking about the Stark case, of course.  
This was really a 2-position against a 3-position safety case,  
was it not?

MR. DeMORE: I will object to the form  
of that. You can tell him what your under-  
standing of the case was about.

A I believe that was one of the issues.

MR. DeMORE: There were other issues?

THE WITNESS: Yes.

BY MR. AMDURSKY?

Q Was that the case where there was some question  
of somebody fussing with the trigger mechanism?

A Yes.

Q Also?

A Also.

Q That entered into the disposition of the case --

MR. AMDURSKY: Well, I withdraw that  
question because as I read that file, I thought  
it did.

MR. DeMORE: It did.

BY MR. AMDURSKY:

Q The Complaint generally alleged that the plaintiff's

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brother was unloading the weapon when the weapon discharged,  
striking the plaintiff in the left leg.

A That's right.

Q That was your characterization of it?

A Yes.

Q The Complaint alleged that "The rifle was defectively  
manufactured and designed in that among other things, the  
model fails to incorporate a safety mechanism which would  
permit the bolt to be operated while the safety was active."  
Is that correct?

A That's correct.

Q That was your characterization of the issue in the  
case.

A Of the Complaint.

Q Or one of them.

A Yes.

Q It is the only one you mentioned in your letter  
of transmittal, isn't it?

A The only one I specified.

Q Yes. The action was brought, among other things,  
in district proceedings, was it not?

A I believe so.

Q And the claim that the rifle was defective and

KENNETH H. CREWELL, JR., C.S.R.

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unreasonably dangerous for us. The Complaint claims that?

MR. DeMORE: Doesn't that sort of speak for itself, the Complaint?

MR. AMDURSKY: Yes.

MR. DeMORE: I just thought I could throw that in.

MR. AMDURSKY: Don't remind me of those things.

(Whereupon, documents were then marked Plaintiffs' Exhibit Numbers 32 and 33 for identification, this date.)

BY MR. AMDURSKY:

Q Mr. Sperling, I show you a document which, purportedly contains a notice of suit along with a Summons and Complaint and ask you if this document is a true and correct copy of an action commenced by Jackson D. Stark and Pamela Stark against Remington Arms Company, Incorporated?

A Yes.

Q I show you a letter marked Exhibit 33 for identification and ask you if that is a true and correct copy of a letter signed by you and transmittal of the Summons and Complaint to proper parties in the investigation and defense of the case?

KENNETH H. CROWELL, JR., CSE

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WASHINGTON, D.C.  
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A This was the letter that was written by me.

Q That letter was dated July 12, '78?

A Right.

Q And the stamp on the Complaint would indicate, would it not, that it was received by your Legal Department on July 7, 1978?

A Yes.

Q It appeared, did it not, that the weapon was owned by Jerry Stark, Jackson Stark's brother, and was being unloaded by the owner when it discharged?

MR. DeMORE: Again, I submit if that is what the Complaint says, then the Complaint speaks for itself.

MR. AMDURSKY: Well, I didn't ask him what the Complaint said, I asked him if the case didn't involve that.

MR. DeMORE: You didn't ask him that.

MR. AMDURSKY: Well, I ask him that now.

A I don't believe so.

MR. AMDURSKY: Off the record.

(Whereupon, a discussion off the record then ensued.)

BY MR. AMDURSKY:

KENNETH H. CREVELL, JR. CSR

BY MR. AMDURSKY:

Q In other words, is it your recollection that the weapon was in the hands of Jerry Stark, but he was not the owner of it?

A That's right.

Q He was what I assume can be called a shooter?

A That's right.

Q Is it your recollection that he was unloading the gun, Jerry Stark, when it discharged?

A That's what he claimed.

Q This case, I guess I have asked you, involves the very type of gun that we are talking about in the Shutts case, does it not?

A The Model 700, yes.

Q ADL?

A I can't remember right now if Shutts was an ADL.

Q The case was commenced, if you remember, by a firm in Pittsburgh, of which a fellow by the name of McVey was a member. Let me see if I can get the name.

A I believe it is Evans, I have Erie and Evans.

Q And the defense of the case was referred to a firm in Pittsburgh by the name of Egler, E-g-l-e-r, and Reinstadtler, R-e-i-n-s-t-a-d-t-l-e-r, is that correct?

KENNETH H. CANNON, JR. CSR

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A That's correct.

Q Interrogatories were submitted to Remington for answer, were they not?

A Yes.

Q They were answered by you in connection with your local counsel?

A Yes.

Q Have you got the Interrogatories and the answers in front of you? The answers appear on the Interrogatories.

A Yes.

(Whereupon, a document was then marked  
Plaintiffs' Exhibit Number 34 for identifica-  
tion, this date.)

BY MR. AMDURSKY:

Q I'm calling your attention to a document that's been marked for identification as Plaintiffs' Exhibit Number 34 and entitled "Plaintiff's Interrogatories," directed to defendant Remington Arms. Will you look at Exhibit 34 and tell me if this is, first, a correct, true and accurate copy of the Interrogatories, and second, if you find that the answers were incorporated in this document under the answered Interrogatory Number 1, for example, was incorporated immediately following Interrogatory Number 1 and then

KENNETH H. CROFT, JR., CSR

followed through, tell me whether or not these are a correct copy of the Interrogatories and a correct copy of the answers on exhibit -- whatever it is -- tell us.

A 34?

Q That is --

MR. DeMORE: Do you want to repeat that question?

MR. AMDURSKY: No.

A Yes, I believe so.

BY MR. AMDURSKY:

Q These Interrogatories and their answers were verified by you on behalf of the Remington Arms Company in respect to the answers to the Interrogatories?

A That's correct.

Q Your affidavit here says that the answers to the Interrogatories are true and correct to your best knowledge, information and belief, is that so?

A That's correct.

Q Interrogatory Number 4 asks who designed the Model 700ADL, and you give Mr. M. H. Walker's name, is that correct?

A That's right.

Q Was that a correct answer?

KENNETH H. CHEW, JR.

A I believe so.

Q Interrogatory Number 5 asks when the Model 700ADL was first produced, and the answer is 1962. Is that a correct answer?

A I believe it was.

Q Interrogatory Number 7 asks for the safety mechanism with which the rifle was equipped, and the answer was, 2-position safety. Was that a correct answer?

A Yes.

Q The gun in the Shutts case is a 2-position safety?

A That's correct.

Q Were the safeties the same in the Clark case and in the Shutts case?

A I believe so.

Q Again, 8, it says concerning the safety of the rifle in question 8, whether it was a 2- or 3-position safety, and the answer was 2-position safety. Is that not so?

A Yes, that's correct.

Q It was correct, the answer?

A Yes, it was.

Q C of Interrogatory 8, whether it is possible to open the bolt with the safety on, the answer is no. Is

Kenneth E. Conklin, Jr. CSR

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that the correct answer you gave to that interrogatory?

A Yes.

Q Would that apply also, was it possible to open the bolt with the safety on in the Shutts gun?

A No.

Q And D of 8 says whether the safety has a setting that would lock the sear and/or firing pin with the bolt open, the answer is yes. Is that a correct answer?

A I believe so.

Q In Interrogatory Number 9 it says, "Has this defendant ever manufactured a bolt action rifle with a 3-position safety that would lock the sear and/or firing pin while the bolt was opened," and the answer was yes. Is that a correct answer.

A I believe so.

Q Interrogatory numbered 10 asks, "If the answer to Interrogatory 9 is yes, state the model number of the rifle," and the answer was "Model 725."

A That's right.

Q Is that a correct answer?

A That's correct.

Q And they wanted to know in Interrogatory 10(b) the calibers that the 725 was produced and you detailed

KENNETH H. CROSSLAND, JR. (S)

to them, one, two, three, four, five, six, seven, eight calibers.

A That's right.

Q D of Interrogatory Number 10, the years in which each such model was introduced, and the answer was 1958.

MR. DeMORE: You mean C.

MR. AMDURSKY: I mean C, thank you.

MR. DeMORE: That is what it says,

C.

BY MR. AMDURSKY:

Q The next question is Interrogatory Number 11, "Does the defendant contend that there is some feature in the manufacturing or assembly process of Model 700ADL which would make it impossible or impracticable to incorporate a 3-position safety which would lock the sear and/or firing pin while the bolt was open?"

I ask you that same question in respect to the Shutts case.

MR. DeMORE: I object to the form of the question. I don't necessarily know if this man is qualified to answer that question.

A I don't know.

KENNETH H. CROWLEY, JR. CSR

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Q You don't know one way or the other?

A No.

Q You don't know whether or not you could make  
a 3-position safety on a 700?

MR. DeMORE: I'm not going to let him  
answer that. He is the lawyer.

MR. AMDURSKY: I'm asking him if he  
knows.

MR. DeMORE: He told you that he doesn't  
know.

MR. AMDURSKY: He hasn't told me that  
yet. I want him to tell me a few more things.

MR. DeMORE: I'm not going to let him  
give any answers on the technical stuff.  
Mr. Linde will be back for your pleasure  
and enjoyment, you can ask him those ques-  
tions until you are blue in the face, but  
I'm not going to let the lawyer answer those  
manufacturing and design questions.

MR. AMDURSKY: If he can't answer this,  
I certainly don't want an answer. If he  
can answer them, I do, because it becomes --

MR. DeMORE: I am instructing him not

to answer the question.

MR. AMDURSKY: That is what I was waiting for you to do.

MR. BATTAGLIA: Do I understand correctly the witness has been instructed not to answer because counsel says he may not be competent to give the answer?

MR. AMDURSKY: That is as I understand it. We will have to --

MR. BATTAGLIA: I thought we had reserved objections to competency of the answers.

MR. AMDURSKY: Oh, sure.

MR. BATTAGLIA: I guess the record will stand.

MR. AMDURSKY: Somebody is going to have to tell us this. They do later, I think, anyway.

BY MR. AMDURSKY:

Q Are you going to tell us -- let me put it in a little better form -- do you tell us you have never investigated a 3-positioned safety as to whether or not it would be impracticable to install on a Model 700, or in the alternative, that you have never investigated the proposition ..

of putting a trigger safety or a bolt release on a Model 700 so you would have no idea whether that was or wasn't practical?

A I personally have not.

Q Have you read any reports of anybody doing it?

A Not that I remember.

Q I don't mean to press you, but so far as what my understanding is, you are telling us that you are unable to tell us whether or not it would be possible, impractical or costly to incorporate a 3-positioned safety on a Model 700, or second, in the alternative, to install a trigger safety which would permit you to unlock the gun without putting the safety on fire, or in the third alternative, or the second alternative --

MR. DeMORE: Third alternative.

BY MR. AMDURSKY:

Q -- removing the bolt lock so that you would be able to put the gun on safety when you unlocked it. You have never investigated that?

MR. DeMORE: Now, wait a minute. Excuse me, I am objecting to the form of the question which I think is more of a speech than a question and I am not going to let this

KENNETH H. CROOK, JR., Clerk

MR. AMDURSKY: On the ground that he isn't able to answer them?

MR. AMDURSKY: Will you let Mr. Sperling state for the record that he is unable to answer them?

MR. AMDURSKY: All right. We are close to an issue. Don't take me wrong, you are perfectly within your rights.

MR. AMDURSKY: You don't need to have me tell you that. I am telling you what

I thought, that you were within your rights.

MR. DeMORE: Now you are making a speech again. Now come on.

MR. BATTAGLIA: I don't necessarily agree with that.

BY MR. AMDURSKY:

Q In any event, on your answer in the Stark case of Interrogatory 11, your answer was objected to as beyond proper discovery, was that not so?

A That's correct.

Q Going along now to Interrogatory Number 15, which asks, "What is the recommended method of removing unspent shells from the magazine of Model 700ADL?" And your answer was, "Pull bolt rearward carefully and take cartridge from rifle, then push bolt forward until the next cartridge is released. Continue until --"

MR. DeMORE: From magazine, released from magazine.

MR. AMDURSKY: You know, that's right. Did you ever try a lawsuit in front of Judge Lyngel?

MR. DeMORE: Let's get on with this, I don't want any stories.

Kenneth H. Caswell, Jr. CSR

MR. AMDURSKY: If you didn't read it right, he told you fast enough.

BY MR. AMDURSKY:

Q "Continue until magazine is empty. Reference should also be made to the Pennsylvania Hunter Program and other hunter safety programs." Was that your answer to Interrogatory 15?

A Yes.

Q Was it correct when you made it?

A I believe so.

Q Is it correct now?

MR. DeMORE: I object to the form.

What difference does that make whether it is correct now?

BY MR. AMDURSKY:

Q Was it correct in 1973 for guns made in 1973?

A I believe so.

Q In answer to what literature or instructions accompany the rifle when sold to the defendant -- this is in the Stark case -- your answer was, "Model 700 Owners Manual," correct?

A Yes.

Q Now, on 18 it says, the interrogatory is, "Has

KENNETH H. CRAWFORD, JR. CSR

the defendant ever received any letter or other writing from any dealer, user or other person, asking why a 3-position safety was not used in the Model 700 rifles, or recommended such a safety be used?" What investigation did you make before you made the answer, if any?

A We looked through our files of past claims and we found none.

Q Did the 3-position safety, as against the 2-position safety, ever come up in any meetings in all these cases that you attended to, was it ever discussed?

A Yes.

Q It is true that Remington has certain gunsmiths around the country who are authorized to make adjustments and repairs to Remington rifles?

A Yes.

Q That's existed for some long time?

A I believe so.

Q As far as you know?

A As far as I know.

Q Then 21, "Has the defendant conducted meetings or seminars where a representative of the defendant would meet with authorized gunsmiths?" Your answer to that was yes.

Kenneth H. Crews, Jr. 183

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A Yes.

Q Where did you get that information?

A I believe I got that from Ilion, the Ilion plant.

Q Then there was the next question on 21, "Have such meetings been conducted in Pennsylvania in the last ten years?" and your answer to that, "Yes."

A Yes.

Q Was it a correct answer?

A I believe so.

Q Did you have reason to inquire at the time you made that answer, whether a 3-position safety was discussed in that meeting, as against the 2-position safety that you were using, in any of those meetings did you inquire into that?

A I don't remember.

Q The factory setting, you said in 22, for the amount of trigger pull was from three to five pounds on a 700.

A Yes.

Q Was that correct then --

A Yes.

Q -- when you made it?

A Yes.

KENNETH H. CRAWFORD, JR. QSR

Q It would also be correct in the Shutts case, would it not, assuming the gun was made in 1973?

A I believe so.

Q These are called high-powered rifles, aren't they, the 700's?

A I don't know.

Q Did you ever see the word "high-powered" on any of your advertising for 700's?

A I can't recall if I have.

Q Would you call them a high-powered rifle, from what you know of handling them in all these cases?

A I am not a shooter, I am not a hunter.

Q So your answer is you don't know whether it would be or wouldn't be?

A That is my answer.

Q In answer to Interrogatory 27, "Has the defendant ever received notice from any person alleging that any Model 700 rifles had fired when the bolt was being closed? If so, state," and your answer was, "Yes."

A Right.

Q And A of that question, in answer to "Who gave such notice?" There was notice from the House of Values in '62; notice from one Steward in '66; some notice from

Bill's Gun Shop of Franklin Park, Illinois; notice from somebody in '72; and a notice from somebody in '73, as appears specifically in your answers to A and B of Interrogatory 27, correct?

A Right.

Q And 28 was, "Have any lawsuits been filed against the defendant by persons claiming to be injured because the rifle fired when the bolt was being closed?" and you outlined the ones where such actions had been commenced.

A Right.

(Whereupon, a document was then marked  
Plaintiffs' Exhibit Number 35 for identification,  
this date.)

BY MR. AMDURSKY:

Q Is it true that on February 5th, '79, you wrote your local counsel in Stark a letter saying to complete Remington's answers to the plaintiff's interrogatories, you are enclosing an instructional folder of Model 700 packed with the guns in 1965? And I call your attention to the instruction folder that you sent them for this '79 answer where it talks about unloading, and is about just above the center of the page, giving instructions to unload. Have you got it in front of you?

A Yes, I have it.

Q "Pull bolt rearward carefully and take cartridge from rifle. Then push bolt forward until next cartridge is released from magazine. Continue until magazine is empty. The BDL magazine may be unloaded from the bottom with the bolt closed and safety on safe." Is that not correct?

A Yes.

Q That can't be done to an ADL, can it?

A Unloaded from the bottom?

Q Yes.

A No.

Q Or with the safety on safe?

A No.

Q You filed later a supplemental Answers to Interrogatories in the Stark case.

(Whereupon, a document was then marked  
Plaintiffs' Exhibit Number 36 for identification,  
this date.)

BY MR. AMDURSKY:

Q I show you a document that was marked "Supplemental Answers to Interrogatories," verified by you, and ask you to tell us whether or not Exhibit 36, consisting of two

pages, is a true and correct copy of the Supplemental Answers to Interrogatories that you filed in the Stark case?

A Yes.

Q And there you filed answers to Interrogatories 11, 12 and 13, that we talked about before, that you verified as true and correct, did you not? Those are the questions, were they not, that we had a bit of argument about? Here you answered Interrogatory 11 that you previously objected to -- here you answered Interrogatory 11 as follows: "Remington Arms Company states that the 2-position safety was designated to be the best possible safety for the 700 rifle, though it was not impossible to incorporate a 3-position safety on this type of rifle, the strong concern for safety and other safety design mechanism considerations made a 3-position safety ill-advised for this rifle."

Was that, the answer that I read, your answer?

A Yes.

Q Was it correct when you made it?

A I believe so.

Q Would that answer apply as to your opinion to the Shutts 700, the one in this case?

A Well, the answer was not my opinion, the answer was Remington's position.

MR. DeMORE: I will tell you -- wait a minute, let me just make -- I am going to make a statement. You have the documents here. It is my understanding that this company, as far as liability, will be determined by the state of the art that was in existence in 1973 when this rifle was manufactured and put on the market for sale, and we have produced here lawsuits that have since taken place after that fact, and as I understand it, relates to a question of notice which would relate to the notice that they had back in 1973 when this gun was manufactured.

I have no objection to counsel identifying these documents and that they are true copies of documents provided by Remington. I have already told them they have in response to his Demand, but I think I am going to cease, cut counsel off from questioning this witness on the technical matters contained in that literature.

Mr. Sperling, as an officer of that

Kenneth H. Cohen, Jr., SP

company, is entitled to sign the document. I have already made the statement that I am not going to let him give testimony on technical matters because they are beyond his expertise within the company.

I cannot believe from a lawsuit standpoint that matters that take place in 1979 are in any way relevant to what took place with Mr. Shutts' accident, and I am going to henceforth -- we have been here since 9:30 this morning reading documents into the record. They are here for your review. He can identify them, but I am going to just start narrowing this down.

MR. AMDURSKY: This accident took place before Shutts' accident.

MR. DeMORE: But as I understand the law, the notice, the relevancy of claims relates to notice to the manufacture and the state of the art that they are going to be judged by was that which was in existence at the time the gun was manufactured.

Clearly, this took place long after

KENNETH M. CHASE, JR., CFP

that. To get into a lengthy discussion on the merits of these other cases, I'm not going to do. I have just sort of had it.

BY MR. AMDURSKY:

Q I don't ask your opinion, I ask you if the answer to Interrogatory Number 11 was as you gave it in Exhibit 36.

A Yes.

MR. DeMORE: The document speaks for itself.

BY MR. AMDURSKY:

Q In answer to 13, did the document state, "Remington Arms Company contends the 3-position safety for the 700 rifle is ill-advised. The added cost of a 3-position safety would not place the Remington Arms Company at a price disadvantage with customers, but a 2-position safety is more safe and more well-designed than a 3-position safety."

Was that the answer to Interrogatory Number 13?

A Yes.

Q Who made the answer up?

A I checked with the Ilion plant and that is the answer I received back.

Q When you put it in there, did you rely on what

they told you?

A Yes.

Q Exhibit 32 is verified by you on May 8, 1979.

MR. DeMORE: I show you Exhibit 32  
to be the Complaint.

MR. AMDURSKY: I am talking about 36.

MR. DeMORE: You said 32.

MR. AMDURSKY: I meant 36, you ought  
to know that.

MR. DeMORE: No, I shouldn't ought  
to.

A Yes.

BY MR. AMDURSKY:

Q Subsequently, was a supplemental third set of  
Interrogatories interposed by the plaintiff in the Stark  
case?

A Yes.

(Whereupon, a document was then marked  
Plaintiffs' Exhibit Number 37 for identifica-  
tion, this date.)

BY MR. AMDURSKY:

Q Have you got that supplemental third set of Answers  
in front of you?

A Yes.

Q Interrogatory Number 1 asks , "Has the trigger used in the Model 700 rifle been changed subsequent to the date of the memorandum on February 21st, '73?" Answer, "Yes." What is that memorandum?

A I don't know. At this point, I don't know.

MR. AMDURSKY: Well, Counsel, state of the art or otherwise, will you kindly find it for me?

MR. DeMORE: Sure. That is assuming, with the information we have available we can track down whatever the memorandum related to.

BY MR. AMDURSKY:

Q On February 19, 1980, you sent your local counsel for transmittal to the plaintiff in the Stark case, a summary of design changes made by Remington to the trigger assembly of the Model 700 between February 21st, '73 and December 7, '77, the date of the Stark accident, and you enclosed the applicable change notices and so forth, correct?

A Yes.

(Whereupon, a document was then marked Plaintiffs' Exhibit Number 38 for identification, this date.)

Revised H. Crowell, Jr. CSR

BY MR. AMDURSKY:

Q I show you Exhibit 38 for identification, which is a copy of your letter to counsel, along with a memorandum addressed to you from J. A. Stekl, S-t-e-k-l, on changes made to the Model 700 trigger mechanism between the dates of February 21, 1973 and December 7, '77, to comply with the plaintiff's suit motion, and I ask you whether or not Exhibit 38 is a true copy of your letter of transmittal, plus a true copy of the memorandum made by Mr. Stekl to you, I assume in response to your request?

A Yes, it is.

Q Subsequently to all this and prior to March 14, 1980, further Interrogatories were put to Remington for clarification of their previous answer that a 3-position safety was ill-advised for safety reasons.

(Whereupon, a document was then marked  
Plaintiffs' Exhibit Number 39 for identifica-  
tion, this date.)

BY MR. AMDURSKY:

Q And a further answer was made to Plaintiff's Supplemental Interrogatories, as follows --

MR. DeMORE: Where are we?

MR. AMDURSKY: We are in either the

KENNETH H. CREWELL, JR. FOR

OF THE COURT  
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third or fourth Answers to the third or fourth Supplemental Interrogatories. They are in a letter contained, sent by Mr. Sperling, dated March 14, 1980, and verified by Mr. Sperling on March 14, 1980, containing answers.

BY MR. AMDURSKY:

Q Answer Number 1, "The 2-position safety is easier for hunters to understand. More users are knowledgeable about the 2-position safety since most sporting bolt action, center-fire rifles have a 2-position safety. The 2-position safety is less likely to become caught in shrubbery," etc.

I show you Exhibit 39 marked for identification and your verification of same and ask you if that is a true and correct statement that was made in the Stark case and verified by you?

A This is a true copy of the document that you described.

Q Just so I will understand it, is that your answer or is that an answer you procured from somebody else?

A That is an answer that I procured from people at the Ilion factory.

Q As you said before, that was their position and you incorporated it in these Interrogatories?

A Right.

Q I assume you relied on it when you verified it?

A Yes.

Q Do you have any reason to change it now?

A No.

Q I think that takes care of us in the Stark case.

Let me see if there is anything else.

Coates was a Texas case, was it not?

A Yes.

Q It involved a Model 600 gun?

A That's right.

Q And the claim there was that the weapon was so designed that the bolt could not be opened and this rifle could not be unloaded unless the safety is on fire position. Certainly they are the same there, are they not?

A That particular issue is the same.

Q In that particular way they are the same?

A Yes.

Q It was brought on the ground that the gun was defective?

A Yes.

MR. AMDURSKY: I am just going to put the documents in, I'm not going to talk

Kenneth H. Chawell, Jr. CEB

about them.

MR. DeMORE: Will you put that in the record?

MR. AMDURSKY: No, I don't have to.

MR. DeMORE: Would you make that statement for the record?

MR. AMDURSKY: I only have a little while here before we get to the end.

(Whereupon, a document was then marked Plaintiffs' Exhibit Number 40 for identification, this date.)

BY MR. AMDURSKY:

Q Exhibit 40 is the Summons and Complaint in Coates.

A Yes, it is an accurate copy of the Summons and Complaint in Coates.

(Whereupon, a document was then marked Plaintiffs' Exhibit Number 41 for identification, this date.)

BY MR. AMDURSKY:

Q Exhibit 41 is a letter to your counsel in Texas from you, enclosing Remington's Answers to the Interrogatories, is it not, in Coates, Interrogatories in Coates?

A Yes.

KENNETH H. CROWLEY, JR., CLERK

Q Along with certain appendices, that you attached to it, like is presently attached to it?

A That's correct.

(Whereupon, documents were then marked Plaintiffs' Exhibit Number 42 for identification, this date.)

BY MR. AMDURSKY:

Q Exhibit 42, which is a bit of a package, contains a letter from you dated July 21st, 1978, to your Texas counsel in Coates.

And that has --

MR. DeMORE: What is the date on that?

MR. AMDURSKY: July 21, '78.

BY MR. AMDURSKY:

Q And that has some appendices?

A Yes.

MR. AMDURSKY: We will put Mr. Coates and his \$6 million to bed.

BY MR. AMDURSKY:

Q Hansen, this is an interesting case. Do you have any recollection of Hansen, Mr. Sperling, without looking at the file?

A Only that it's a case involving a 700 and it

Reynolds H. Campbell, Jr. 1982  
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is still pending.

Q It is Robertson's case. This action happened, or is claimed to have happened on December 20, 1977?

A Yes.

Q The gun involved was a Model 700?

A Right.

Q It is a Florida case pending in the Florida State Court -- I don't mean pending, commenced in the Florida State Court?

A Yes.

Q It was brought against Remington, the vendor and the shooter?

A Remington -- yes.

Q It was an unloading case?

A Yes.

Q You characterized it in your letter of July 3rd, 1979, and stated it as follows: "The Complaint alleges that in December of 1977 the plaintiff was shot in the right knee by the co-defendant, Larry Hall, when Hall was in the process of unloading a Remington Model 700 rifle. It is alleged that the rifle was defectively designed in that the gun safety had to be in the off position before the gun can be unloaded, which renders the rifle susceptible

Kenneth H. Chappell, Jr.

to accidental discharge."

That was your language in sending it on for investigation and defense?

A Yes.

(Whereupon, documents were then marked Plaintiffs' Exhibit Number 43 for identification, this date.)

BY MR. AMDURSKY:

Q We are talking about Hansen and the Summons and Complaint have been marked Exhibit 43 for identification. I call your attention to it, Mr. Sperling, and ask if this is the correct copy of the Complaint brought against the vendor, the shooter, the State Farm Fire and Casualty Company and Remington, arising out of that accident?

A Yes, it is.

Q That's a 700 gun and almost identical with the Shutts gun, is it not?

MR. DeMORE: What is the date on the pleading?

MR. AMDURSKY: The date on the Summons is -- the date of the accident is December 26, '77.

MR. DeMORE: What is the date on the

Amended Complaint, is it?

Complaint?

MR. AMDURSKY: The date on the Complaint  
is June 12, '79.

A I'm sorry, did you ask me something?

BY MR. AMDURSKY:

Q No, I thought I asked you if it was substantially  
the same gun as Shutts' gun.

A Yes, the same Model 700.

(Whereupon, a document was then marked  
Plaintiffs' Exhibit Number 44 for identifica-  
tion, this date.)

BY MR. AMDURSKY:

Q Exhibit 44 is a copy of your letter sending it  
on for investigation and defense that I previously referred  
to dated July 3rd, '77, in which you said --

MR. DeMORE: '79.

MR. AMDURSKY: '79, of course.

BY MR. AMDURSKY:

Q It is alleged that the rifle was defectively  
designed and that the gun safety had to be in the off posi-  
tion before the gun could be unloaded, which renders the  
rifle susceptible to accidental discharge. Is that a true  
and correct copy of the letter?

Kenneth H. Crew, Jr. CSR

A Yes, it is.

Q So, not to get a bit ahead of it --

(Whereupon, a document was then marked  
Plaintiffs' Exhibit Number 45 for identifica-  
tion, this date.)

BY MR. AMDURSKY:

Q In march of 1980, and this is before we get to  
the Interrogatories, you wrote Robert Hillberg who was  
the expert you were engaging in the case, and said, "This  
case looks like it turns entirely on the issue of whether  
a 2-position safety in a bolt action rifle is a proper  
design."

MR. DeMORE: Are you asking if that  
is a letter he wrote?

MR. AMDURSKY: I am just asking if  
that is a letter he wrote.

A Yes, it is.

BY MR. AMDURSKY:

Q As a lawyer retaining an expert, you did say,  
"This case looks like it turns entirely on the issue of  
whether a 2-position safety in a bolt action rifle is a  
proper design."

MR. DeMORE: Is that a speech or a question?

KENNEDY & COMPANY, INC. CSR

MR. AMDURSKY: That was a question.

BY MR. AMDURSKY:

Q You did say, as a lawyer, that --

MR. DeMORE: The document speaks for itself.

MR. AMDURSKY: The document speaks for itself. I said, I asked him as a lawyer if that was his position.

MR. DeMORE: I don't see where a 1979 -- now, wait a minute, let me finish -- a 1979 Complaint has any relevancy to a gun that is manufactured in 1973, when your man is injured in 1978. I fail to see any relevancy.

I have no objection to you identifying the documents, but I don't think I am going to let it go any farther.

MR. AMDURSKY: This man was injured in 1978, too.

MR. DeMORE: The first notice, according to the file --

MR. AMDURSKY: Hansen was injured in 1978, too, within two weeks or three weeks of Shutts.

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MR. DeMORE: No, I don't believe so.

MR. AMDURSKY: I think you are wrong. The date of this Hansen accident was December 27, '77; the date of the Shutts accident was October 18, '78 -- 21st maybe.

MR. DeMORE: When I went to school, that was ten months later.

MR. AMDURSKY: When you went to school out in where?

MR. DeMORE: Now, listen -- off the record.

(Whereupon, a discussion off the record then ensued.)

BY MR. AMDURSKY:

Q Interrogatories were propounded in the Hansen case, were they not?

A Yes.

Q And answers submitted?

A Yes.

Q The form of the answers in that case, instead of being a separate document, followed the questions, did it not?

A Yes.

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(Whereupon, a document was then marked  
Plaintiffs' Exhibit Number 46 for identifica-  
tion, this date.)

BY MR. AMDURSKY:

Q The plaintiff Hansen was represented by a gentleman  
by the name of Robertson in Orlando, was he not? There is  
a firm there, I can't think of the name, and it's not impor-  
tant if you can't find it.

A Yes.

Q Your counsel in this case was a gentleman by the name  
of John Bussey, whose office is in Orlando and was a member  
of a large firm -- well, a firm, a law firm.

A John Bussey, III.

Q I show you Exhibit 46 marked for identification  
and ask you if Exhibit 46 is a true and correct copy of the  
Interrogatories propounded and the Answers in Hansen?

A It is a true copy.

Q Is there any question but that the issues in Hansen  
are similar to the issues in Shutts?

MR. BATTAGLIA: I will object to the form  
of that.

MR. DeMORE: I think you can read the  
documents as well as he can.

Kenneth H. Conrad

MR. AMDURSKY: I am talking about --

MR. DeMORE: I don't know where it is relevant, anyway, so don't answer it.

MR. AMDURSKY: I don't know whether it is or not.

MR. DeMORE: I don't, either.

MR. AMDURSKY: Don't be so complicated.

MR. DeMORE: Feisty.

BY MR. AMDURSKY:

Q In any event, before we get to the Interrogatories, I assume we ought to know what the issues are, in your opinion.

(Whereupon, a document was then marked Plaintiffs' Exhibit Number 47 for identification, this date.)

BY MR. AMDURSKY:

Q In your letter of January 13, '81, you say that the issues are similar to Shutts against Remington, do you not?

MR. DeMORE: The document speaks for itself. That is his letter.

MR. AMDURSKY: I understand that, but the document --

MR. DeMORE: I understand that, but I

fail to see the relevancy in this case in any manner, shape or form. The document speaks for itself.

MR. AMDURSKY: Loudly.

BY MR. AMDURSKY:

Q Have you got the interrogatories in front of you?

A Yes.

Q In Interrogatory Number 17, it asks whether or not Remington has manufactured and designed any bolt action rifle which are designed and constructed so that the rifle can be unloaded and the shell in the chamber can be ejected while the safety remains on the on or safe position at all times, and your answer there was, "Yes."

A Right.

MR. DeMORE: The document speaks for itself.

MR. AMDURSKY:

Q Those models were Models 725 and 788, were they?

A Yes.

Q Model 725 was first designed in 1957?

A Yes.

Q Model 788 was designed in 1974?

A No, that was --

Kenneth H. Carpenter, III

Q Well, just take a look then and tell me that you answered it wrong or if I am reading it wrong, Interrogatory 17(b).

MR. DeMORE: I don't see where that has -- this again is a document that takes place in like 1981.

BY MR. AMDURSKY:

Q Never mind the document, I want to know when Model 725 was designed?

A I beg your pardon?

Q I want to know when Model 725 was first designed.

A 1957.

Q And I want to know when Model 788 was first designed.

A I don't know, sometime in the middle sixties, I think.

Q Are both of the -- the both of them have 3-position safeties?

A No.

Q Are they bolt action rifles?

A Yes.

Q Will you tell us how they may be unloaded when the safety remains on?

A Well, I believe the 725 is a 3-position rifle; Model 788, though, designed in the middle sixties somewhere, in 1974 the bolt lock was removed. It is a 2-position safety gun.

Q Is 788 still in production?

A Yes.

Q So from 1974 on you have been, Model 788 has been manufactured with the bolt lock removed?

A Right.

Q Model 725 was a 3-position safety?

A I believe so.

Q Tell us about Model 788, how does it differ from say, the gun in the Shutts case.

MR. DeMORE: I am not going to let him answer that.

MR. AMDURSKY: Why not?

MR. DeMORE: Mr. Linde can tell you that.

BY MR. AMDURSKY:

Q Let me ask you, do you know how it differs or not in --

MR. DeMORE: I object to the form of the question and direct the witness not to answer.

MR. AMDURSKY: I asked him if he knows --

KENNETH H. CHASE, JR., CLERK  
JANUARY 11, 1977  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535

MR. DeMORE: I am not going to let him answer that. He is not the man that would have the proper knowledge. Let me finish my speech --

MR. AMDURSKY: I will.

MR. DeMORE: -- please. Mr. Linde has been available and will be available and it is within his expertise to answer those questions on the technical difference of the guns and I am not going to let this man, as a corporate counsel, answer those questions.

BY MR. AMDURSKY:

Q In other words, you do know and have testified that the bolt lock on Model 788 was removed in 1974 and you have sold them from 1974 with the bolt lock removed?

A The 788.

Q 788. So that that gun, since 1974, can be unloaded with the safety in the safe position?

A Yes.

Q Did you ever see a 788, do you know anything about them?

A No.

Q From 1974 on, did Remington ever send notice to the owners of Model 700 guns that the bolt lock could be removed

as it was on the 788 and thence permit the gun to be unloaded with the safety on the safe position?

A No.

Q Do you know the relative cost between a 700 and a 788 at retail?

A No, I don't.

Q Do you know anything about the differential, if any, price?

A The only thing I know would be that the 788 is less expensive.

Q Was there a difference in cost to Remington in manufacturing or assembling a safety or shell extraction or rejection system which would allow a shell to be ejected from the chamber with the safety on the safe position, than the cost of one that required it to be on the fire position?

MR. DeMORE: I am not going to let him answer that.

MR. AMDURSKY: I didn't hear you.

MR. DeMORE: I said I am not going to let him answer that.

BY MR. AMDURSKY:

Q Did you make the answers, by the way, in Hansen?

A I compiled the answers.

Admitted to Court

Q Was your answer in Hansen to that question that I previously propounded, that it would cost less to produce a rifle which allows the shell to be ejected from the chamber with the safety on safe position?

MR. DeMORE: The document speaks for itself.

BY MR. AMDURSKY:

Q Was that answer in Hansen to Interrogatory 19 based on what you knew or what somebody told you, and if so, the latter, who?

A It was based on information I received from the plant at Ilion and I can't remember now who the individual was.

Q In making the Answers, you relied on what they told you?

A Yes.

Q Whether it was correct or not --

MR. AMDURSKY: I withdraw that.

MR. DeMORE: Thank you.

MR. AMDURSKY: You're welcome.

BY MR. AMDURSKY:

Q You told us before, I think, that there are industry or other standards relating to the operation of

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safety on firearms during the unloading procedure, did you not?

MR. DeMORE: I object, I don't think he said that.

BY MR. AMDURSKY:

Q Well, answer it if you can, then.

MR. DeMORE: No, that is a compounded question.

Q Is there any industry standards relating to the operating of safety devices for firearms during the unloading procedure that was in effect in 1973?

MR. DeMORE: I don't understand what you mean, "industry standard." Do you mean within Remington or is there some kind of an entity?

MR. AMDURSKY: Not the entire firearms industry. I have understood there were no industry standards. If there were, I want him to tell us about them.

THE WITNESS: I don't know of any.

MR. AMDURSKY: All right, that is what I understand is so.

MR. DeMORE: You mean some august body that says, "We are the industry and this is

what you should design a rifle to," is that what you are talking about?

MR. AMDURSKY: Yes.

MR. DeMORE: Separate and apart from each manufacturer's own requirements?

MR. AMDURSKY: Each manufacturer, apparently.

MR. DeMORE: I think he's answered the question.

MR. AMDURSKY: And satisfactorily.

MR. DeMORE: Thank you.

MR. AMDURSKY: I am ready to leave.

MR. BATTAGLIA: Let the record show that these examinations are continuing and that we will agree on a mutually convenient date for the production of Mr. Sperling and of the other gentleman.

MR. AMDURSKY: Off the record.

(Whereupon, an off the record discussion then ensued.)

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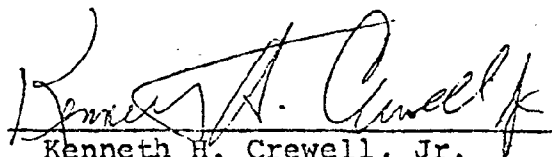
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## C E R T I F I C A T I O N

I, KENNETH H. CREWELL, JR., Official  
U.S. Court Reporter for the United States  
District Court in and for the Northern District  
of New York, do certify this to be a true and  
accurate transcript of the stenographic record  
of the foregoing, taken at the time and place  
noted in the heading hereof, to the best of my  
knowledge and belief.

  
Kenneth H. Crewell, Jr.