

M1173

**Bodyfelt
Mount & Stroup**
attorneys at law

E. Richard Bodyfelt
Barry M. Mount
Roger K. Stroup
Peter R. Chamberlain

229 Mohawk Building
222 S.W. Morrison St.
Portland, Oregon 97204
Telephone 503 243-1022

September 11, 1980

Mr. L. S. Martin
918 Rock Spring Road
Bel Air, Maryland 21014

Dear Mr. Martin:

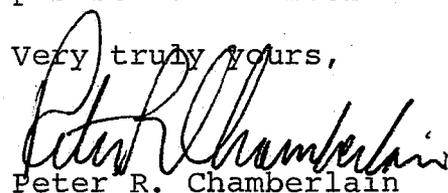
This will confirm my understanding that you are willing to undertake examination and inspection of one Remington 700 rifle for our clients, Mr. and Mrs. See, at your usual hourly rate of \$45 per hour and that you estimate this preliminary examination should take between 8 and 12 hours. I understand that you will bill us monthly and that you should be able to complete your examination by sometime in November of 1980. A retainer in the amount of \$500 is enclosed. As you instructed, we are sending the rifle by registered mail, insured and without ammunition. The rifle will be sent from the offices of attorneys Philip L. Nelson and Ronald L. Miller who are located in Astoria, Oregon, and with whom we are associated in the representation of the Sees in this matter.

By way of background, Mrs. See was shot through both legs when this rifle discharged as a result of having its safety flipped. The person handling the rifle, who is an experienced hunter, did not touch the trigger or in anyway jar the gun. On the day of the injury, the owner of the rifle tried to get the gun to fire in the same manner, this time without any ammunition. He flipped the safety and, after about 20 attempts, it fired.

The gun was not cleaned after the incident which injured Mrs. See. Nor has it been fired or in anyway been altered in the interim. Thus, we are delivering to you a weapon that is in exactly the same condition as it was at the time it injured Mrs. See.

The facts are more fully set forth in the gun owner's statement, a copy of which is enclosed. If you need any further information, please do not hesitate to call.

Very truly yours,


Peter R. Chamberlain

PRC/veg
Enclosures
cc Mr. Philip L. Nelson

BODYFELT MOUNT STROUP & CHAMBERLAIN

Attorneys at Law

E. Richard Bodyfelt
Barry M. Mount
Roger K. Stroup
Peter R. Chamberlain

214 Mohawk Building
708 S.W. Third Avenue
Portland, Oregon 97204
Telephone 503-243-1022

M1173

July 8, 1982

Mr. Lama S. Martin
Forensic Ballistic, Inc.
918 Rock Spring Road
Bel Air, MD 21014

Dear Mr. Martin:

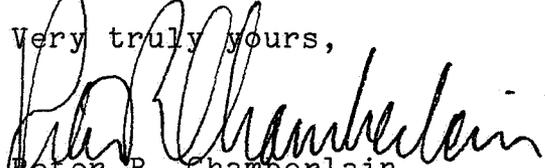
Re: See v. Remington Arms

This will confirm, pursuant to our recent telephone conversation, that I am planning on being in Bel Air, Maryland, on the morning of Sunday, August 15, 1982, for the purposes of visiting with you about this case. At the same time, I plan to pick up the rifle involved in this case and take it with me to the depositions in New York which are scheduled for that week. I will return the rifle to you near the end of the week of August 16. I will confirm my plans with you shortly prior to my trip back east.

I enclose for your information additional documents produced by Remington Arms in this matter. The documents include answers to interrogatories (I have merely written Remington's answers on my set of interrogatories), and documents relating to the trigger assemblies and safety assemblies on the Models 600 and 700.

Remington still has not fully complied with our request for production. I will continue to send information to you for your review as we receive it. I look forward to meeting with you in August.

Very truly yours,


Peter R. Chamberlain

PRC: lmp

Enclosures

1 E. Richard Bodyfelt
 2 Peter R. Chamberlain
 3 BODYFELT, MOUNT, STROUP & CHAMBERLAIN
 4 214 Mohawk Building
 5 308 S.W. Third Avenue
 6 Portland, OR 97204
 7 Telephone: (503) 243-1022

8 Of Attorneys for Plaintiffs

9 UNITED STATES DISTRICT COURT
 10 FOR THE DISTRICT OF OREGON

11	TERI SEE and DARREL SEE,)	
	wife and husband,)	
)	
12	Plaintiffs,)	Civil No. 81-886
)	
	v.)	
)	
13	REMINGTON ARMS COMPANY, INC.,)	INTERROGATORIES TO DEFENDANT
14	a Delaware corporation,)	
)	
15	Defendant.)	

16 Plaintiffs propound the following interrogatories to
 17 defendant, pursuant to FRCP Rule 33, to be answered within 30
 18 days of service upon defendant, separately and fully:

19 PREFATORY COMMENT

20 As used throughout these interrogatories, the term "this
 21 rifle" refers to the Model 700 Remington rifle which was involved
 22 in the shooting of the plaintiff, Mrs. Teri See; the term "Model
 23 700" refers to the Remington Model 700 rifle designed and manu-
 24 factured in the period 1976 through 1981; the term "identify"
 25 means to state the full name, occupation and present home and
 26 business addresses.

*ans. are in
Recd.*

INTERROGATORIES

INTERROGATORY NO. 1: State in detail how, if at all, the trigger mechanism of this rifle differs from the trigger mechanism of the Remington 600 rifle as it existed before being recalled. - *see 2pg doct. entitled "Comparison of Trigger Assemblies"*

INTERROGATORY NO. 2: State in detail how the safety mechanism of this rifle differs from the safety mechanism of the Remington 600 rifle as it existed before being recalled. - *Functionally the same, shape is different.*

INTERROGATORY NO. 3: Identify what rifle models defendant has manufactured in the last eight years which could be unloaded (including removal of a live shell from the chamber) without disengaging the weapon's safety? *M/788 + M/700*

INTERROGATORY NO. 4: Identify what rifle models defendant has manufactured in the last eight years which could not be unloaded (including removal of a live shell from the chamber) without disengaging the weapon's safety? *M/788, M/700, M/600*

INTERROGATORY NO. 5: Identify all experts you intend to call as witnesses in the trial of this matter and state the substance of their testimony. *"We don't at this time (5/19/82) any experts whom we intend to call as witnesses."*

INTERROGATORY NO. 6: If plaintiffs' request for admission No. 3 is denied, state the number of occasions on which it has been reported to you that a Remington Model 700 rifle fired when the safety was released. *"I would admit request for admission No. 3"*

INTERROGATORY NO. 7: Are the Remington Model 700 rifles inspected by you (and mentioned in the 49 gun examination reports produced by you) the same or similar to the gun involved in this

1 case? *Yes.*

2 INTERROGATORY NO. 8: If the answer to Interrogatory No.
3 7 is other than an unqualified "yes," state the ways in which
4 this rifle is different from each of those rifles. *N/A*

5 INTERROGATORY NO. 9: State, with as much accuracy as
6 possible, the date (or year, if date cannot be determined) of
7 manufacture of each of the rifles examined in the 49 gun exam-
8 ination reports produced by you. *See gun exam reports - line "Code _____"
last numbers on line show mo/year.*

9 INTERROGATORY NO. 10: State, with as much accuracy as
10 possible, the date (or year, if date cannot be determined) of
11 manufacture of this rifle. *12/76*

12 INTERROGATORY NO. 11: If plaintiffs' request for
13 admission No. 5 is denied, state, with particularity, in what
14 respects you contend the rifle did not meet your manufacturing,
15 design and/or performance specifications on the date of your
16 examination. *As far as we could see, without running tests, the gun met
all design and performance spec's.*

17 INTERROGATORY NO. 12: If plaintiffs' request for
18 admission No. 6 is denied, state, with particularity, in what
19 respects you contend the rifle was in a different condition than
20 it was when it left your hands. *Dirty and not well kept.*

21 INTERROGATORY NO. 13: If plaintiffs' request for admis-
22 sion No. 7 is denied, state, with particularity, in what respects
23 you contend that it was not reasonably foreseeable. *We would expect
owners of such rifles to take reasonable care of the physical and mechanical
portions of the rifle.*

24 INTERROGATORY NO. 14: What do you contend caused this
25 rifle to fire at the time of, and on the date of, Mrs. See's
26 injury? *The trigger was pulled.*

1 INTERROGATORY NO. 15: State whether or not it is true
2 that the side portion of the trigger mechanism on this rifle (and
3 other Remington 700 rifles) is open such that dirt, debris and
4 other foreign material could enter the trigger mechanism. *Yes. However,*
5 *certain how much dirt, debris or foreign material could enter the trigger mech-*
5 *anism - would depend on the care of the rifle.* INTERROGATORY NO. 16: If the answer to Interrogatory

6 No. 15 is "yes," or is qualified in any way, explain why the
7 trigger mechanism is designed in that manner and state whether or
8 not it could have been designed in such a manner that such con-
9 tamination could be reduced or eliminated. *To examine the sear-trigger*
10 *engagement. The mechanism is*
10 *designed for movement and could be redesigned in several ways all of which are unknown*
10 *at this time.* INTERROGATORY NO. 17: On the date of manufacture of

11 this rifle, how many reports had defendant received of other
12 Remington 700 rifles discharging when the safety was disengaged?
13 *Unknown. Records that far back are no longer available due to compliance with*
13 *company record retention schedules.* INTERROGATORY NO. 18: Since the date of manufacture of

14 this rifle, has the defendant changed the design of the trigger
15 mechanism or the safety mechanism (or both) in any way on its
16 Remington Model 700 rifle? *Yes* If so, state with particularity what
17 changes have been made and the reason or reasons for each such
18 change. *Bolt lock feature has been removed. Marketing Department determined*
18 *that bolt lock was no longer a feature that many consumers*
18 *desired.*

19 INTERROGATORY NO. 19: Is there any reason that this
20 rifle cannot be redesigned in such a manner that it could be
21 unloaded (including removal of a shell from the chamber) without
22 disengaging the safety?

23 INTERROGATORY NO. 20: If the answer to Interrogatory
24 No. 19 is "yes," state, with particularity, what the reasons are.

25 INTERROGATORY NO. 21: If the answer to Interrogatory
26 No. 19 is "no," estimate what the difference in cost per rifle

1 Peter R. Chamberlain
BODYFELT, MOUNT, STROUP
2 & CHAMBERLAIN
214 Mohawk Bldg.
3 708 S.W. Third Avenue
Portland, OR 97204
4 Telephone: (503) 243-1022

5 Of Attorneys for Plaintiff

6
7

8 UNITED STATES DISTRICT COURT
9 FOR THE DISTRICT OF OREGON

10 TERI SEE and DARREL SEE,)
wife and husband,)
11 Plaintiffs,) Civil No. 81-886
12)
v.)
13 REMINGTON ARMS COMPANY, INC.,) INTERROGATORIES TO DEFENDANT
14 a Delaware corporation,) (SECOND SET)
15 Defendant.)

16 Plaintiffs propound the following interrogatories to
17 defendant, pursuant to FRCP Rule 33, to be answered within 30
18 days of service upon defendant, separately and fully:

19 PREFATORY COMMENT

20 As used throughout these interrogatories, the term "this
21 rifle" refers to the Model 700 Remington rifle which was involved
22 in the shooting of the plaintiff, Mrs. Teri See; the term "Model
23 700" refers to the Remington Model 700 rifle designed and manu-
24 factured in the period 1975 through 1981; the term "Model 600"
25 refers to the Remington Model 600 rifle. Answers to interroga-
26 tories which require defendant to compare and contrast the Model

1 700 to the Model 600 should make such comparisons for the Model
2 600 as it existed before its major recall and after its major
3 recall. ~~Product literature provided.~~

4 INTERROGATORY NO. 25: List all parts in the bolt and
5 firing mechanism for the Model 700 that are or were interchange-
6 able with the parts in the bolt and firing mechanism for the
7 Model 600. *Product literature provided.*

8
9 INTERROGATORY NO. 26: List all parts in the safety
10 mechanism on the Model 700 which are or were interchangeable with
11 the parts in the safety mechanism on the Model 600.

12 *Product literature provided.*

13 INTERROGATORY NO. 27: List all types of Model 700's
14 defendant manufactured during the time period from 1976 through
15 1981 (such as ADL, BDL or VAR). *ADL, BDL, VAR, Classic,*
16 *C Grade, D Grade, F Grade.*

17 INTERROGATORY NO. 28: For each of the Model 700 types
18 listed in the response to Interrogatory No. 27 state, with par-
19 ticularity, in what way the particular model type varied from the
20 other model types. *The bolt and firing mechanisms and the*
21 *safety mechanisms are the same.*

22 INTERROGATORY NO. 29: For each of the Model 700 types
23 listed in the response to Interrogatory No. 27 state whether or
24 not there were any differences whatsoever in the trigger mech-
25 anism between each such model type identified.

26 *No difference*

1 INTERROGATORY NO. 30: For each of the Model 700 types
2 listed in the response to Interrogatory No. 27 state whether or
3 not there were any differences whatsoever in the safety mechanism
4 between each such model type identified.

5 *No difference.*

6 INTERROGATORY NO. 31: Describe each of the trigger
7 mechanism differences referenced in your response to Interroga-
8 tory No. 29 describing, with particularity, each such difference.

9 *N/A*

10 INTERROGATORY NO. 32: Describe each of the safety
11 mechanism differences referenced in your response to Interro-
12 gatory No. 30 describing, with particularity, each such differ-
13 ence.

14 *N/A*

15 INTERROGATORY NO. 33: State whether the drawings of the
16 Model 600 previously provided by defendant to plaintiffs depict
17 the Model 600 design as it existed before, or after, its major
18 recall.

19 *Before its major recall.*

20 INTERROGATORY NO. 34: For each of the 49 Gun Exam-
21 ination Reports previously produced by defendant, indicate which
22 reports relate to rifles that are substantially the same in
23 design and manufacture as this rifle. *All 49 are of the*

24 *design and manufacture.*

25 INTERROGATORY NO. 35: For each of the 49 Gun Exam-
26 ination Reports previously produced by defendant which relate to

1 rifles which are not substantially the same as this rifle, indi-
2 cate with particularity, how each such rifle differed from this
3 rifle.

N/A

4
5 INTERROGATORY NO. 36: Based upon your examination of
6 this rifle, indicate what the date of manufacture of this rifle
7 is, with as much specificity as possible. *12/76 (previously*
8 *answered)*

9 DATED this _____ day of June, 1982.

10 BODYFELT, MOUNT, STROUP
11 & CHAMBERLAIN

12 By _____
13 Peter R. Chamberlain, Of
14 Attorneys for Plaintiffs
15
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TRIGGER ASSEMBLY PARTS

	Model No. 600	Moh. 600	700 Long & Short Act.	721 722	725	788	660
Introduction Date	1964	1971	1962	1948	1957	1967	1968
Removal Date	1967	Present	Present	1962	1962	Present	1970
<u>Parts</u>							
. Trigger	X	X	X	X	X	X	X
. Housing							
Folded stamping	X	1971-75		X	X		X
Flat stamped side plates separated by spacers & held together by braze or rivets		1975 to Present	X				
Die cast						X	
. Sear							
Two-piece sear/safety cam	1964-66		1964-66	X	X		
One-piece sear safety cam	1966 to present	1971 to present	1966 to present			X	1968-70
. Trigger Spring	X	X	X	X	X	X*	X
. Sear Spring	X	X	X	X	X		X
. Trigger Connector	X	X	X	X	X		X
. Safety Assembly (Safety Switch)							
Sear block	X	X	X	X	X	1974 to Present	X
Trigger block						1967-74	
. Trigger Adjusting Screw	X	X	X	X	X		X
. Trigger Engagement Screw	X	X	X	X	X		X
. Trigger Stop Screw	X	X	X	X	X		X

*Also acts as sear spring.

COMPARISON OF TRIGGER ASSEMBLIES

The Models 721, 722, 725, 600, 700, and 788 all have similar trigger assemblies. The Models 721, 722, and 725 are no longer in production. When the rifles have the bolt in battery position, and the firing pin is cocked, the firing pin head rests against the sear, which in turn, is held in position by the trigger. When the trigger is pulled, it moves forward, out from under the sear. The compressed firing pin spring forces the firing pin head forward, camming the sear down, and the firing pin moves forward toward the chamber. Most bolt action rifles on the market have similar mechanisms.

Here, the similarities among the above rifles stop. The parts are not interchangeable within the trigger assemblies of the different models. The material in many cases, is different.

- o The Model 788 does not have an adjustable trigger pull. The other rifles all do.
- o The Model 788 trigger spring also acts as the sear spring. The other rifles all have separate sear and trigger springs.
- o The Model 788 has a fixed trigger-sear engagement, while all the other rifles have adjustable trigger-sear engagement.
- o The Model 788 trigger contacts the sear, while the other rifles have an intermediate piece, a connector.
- o The forward travel of the Model 788 trigger stops against the inner housing. The other rifles all have a trigger-over-travel adjusting screw.

- o The Model 788 has a one-piece sear. The Models 721, 722 and 725 have a two-piece sear and safety cam. The Models 600 and 700 had a two-piece sear and safety cam until 1966. After that date, they had a one-piece sear safety cam. The design of the Model 788 sear is different than the design of the Models 600 and 700.

All of the above rifles have a safety assembly (safety switch). The safety switch, when in the rear "on safe" position, blocks the sear assembly (safety cam on 2-piece assembly), preventing the firing pin head from moving forward when the trigger is pulled. When the safety switch is in the forward "off safe" position, and the trigger is pulled, the firing pin head can cam the sear down, allowing the firing pin to advance forward toward the chamber.

From 1967 to 1974, the Model 788 had a trigger block for a safety. The safety switch engaged a plunger that moved from side to side in the trigger housing. When the safety switch was in the rear "on safe" position, the plunger blocked the trigger, preventing it from moving out from under the sear when the trigger was pulled.

All of the rifles had bolt locks. None of the current production rifles have bolt locks. The Model 788 bolt lock was removed in 1974, and from the Models 600 and 700, in February 1982. The bolt lock secured the bolt in the closed or battery position when the safety switch was in the "on safe" position. This was accomplished by having a projection on the safety switch enter a groove on the bolt body, preventing it from rotating.

M 1173

**BODYFELT MOUNT
STROUP & CHAMBERLAIN**

E. Richard Bodyfelt
Barry M. Mount
Roger K. Stroup
Peter R. Chamberlain

Attorneys at Law

214 Mohawk Bldg.
708 S.W. Third Ave.
Portland, OR 97204
(503) 243-1022

Kathryn R. Janssen
Mark L. Zipse

January 11, 1983

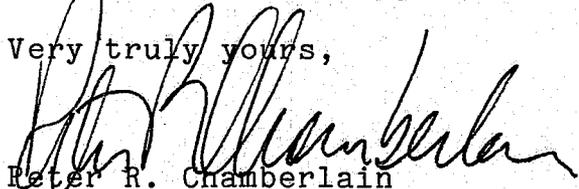
Mr. L. S. Martin
Forensic Ballistic, Inc.
918 Rock Spring Road
Bel Air, MD 21014

Dear Mr. Martin:

Re: See v. Remington Arms

Trial of the captioned matter has been set to commence on March 1, 1983. I would anticipate needing you here in Portland on that day and for at least one day following. If, for any reason, you cannot be available during that time period, please let me know at once so that I may seek a change of trial date.

Very truly yours,


Peter R. Chamberlain

PRC/sak

P.S. — dictated before our tele. conf.

Pete

BODYFELT MOUNT STROUP & CHAMBERLAIN

Attorneys at Law

E. Richard Bodyfelt
Barry M. Mount
Roger K. Stroup
Peter R. Chamberlain

229 Mohawk Building
222 S.W. Morrison St.
Portland, Oregon 97204-3188
Telephone 503 243-1022

January 11, 1983

Re: See v. Remington Arms

Mr. L. S. Martin
Forensic Ballistic, Inc.
918 Rock Spring Road
Bel Air, MD 21014

Enclosed you will find the document(s) listed below for:

Judge's signature Your information Your review
 Filing Recording Response to request
 Your signature Other: _____

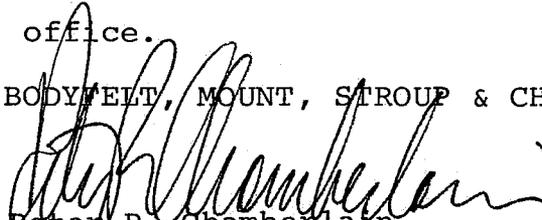
Enc: Affidavit Notice of Deposition
 Answer Order
 Check Petition
 Complaint Praeipie
 Confirmation card Reply
 (Please complete & return.) Request
 Cost Bill Response
 Decree Satisfaction of Judgment
 Judgment Sheriff's Return of Service
 Memorandum Writ of Garnishment
 Motion

Other: Copy of Pretrial Order.

Action requested:

Please contact this office after review.
 Please acknowledge receipt.
 Take appropriate action.
 Return the above to this office.

BODYFELT, MOUNT, STROUP & CHAMBERLAIN


Peter R. Chamberlain

PRC/sak
Enclosure

1 Peter R. Chamberlain
BODYFELT, MOUNT, STROUP & CHAMBERLAIN
2 214 Mohawk Building
708 S.W. Third Avenue
3 Portland, OR 97204
Telephone: (503) 243-1022

4 Of Attorneys for Plaintiffs

5 James D. Huegli
6 SCHWABE, WILLIAMSON, WYATT,
MOORE & ROBERTS
7 1200 Standard Plaza
Portland, OR 97204
8 Telephone: (503) 222-9981

9 Of Attorneys for Defendant

10
11 IN THE UNITED STATES DISTRICT COURT
12 FOR THE DISTRICT OF OREGON

13 TERI SEE and DARREL SEE,)
14 wife and husband,)
15 Plaintiffs,) Civil No. 81-886
16 v.) PRETRIAL ORDER
17 REMINGTON ARMS COMPANY, INC.,)
18 a Delaware corporation,)
19 Defendant.)

(81-886-LE
from non on)

19 The following proposed Pretrial Order is lodged with the
20 Court pursuant to L.R. 235-2.

21 1. Nature of Action.

22 This is a civil action for personal injury and loss of
23 consortium based upon strict liability in tort. A jury was
24 timely requested. This case will be tried before a jury.

25 2. Subject Matter Jurisdiction.

26 Jurisdiction of this Court is based upon diversity of

1 citizenship and an amount in controversy in excess of \$10,000,
2 exclusive of interest and costs. 28 USC 1332 (1976).

3 3. Agreed Facts as to Which Relevance is Not Disputed.

4 The following facts have been agreed upon by the parties
5 and require no proof:

6 a. Plaintiffs are individuals who, at all material
7 times, resided within and were citizens of the state of Oregon.

8 b. Defendant is a Delaware corporation and is a citizen
9 of that state.

10 c. The amount in controversy, exclusive of costs,
11 exceeds \$10,000.

12 d. Defendant is in the business of designing,
13 manufacturing and selling firearms, including a rifle known as
14 the Remington Model 700. Defendant designed, manufactured and
15 sold the Remington Model 700 that is involved in this action and
16 that is marked as plaintiffs' Exhibit 2 (hereinafter referred to
17 as "this rifle").

18 e. This rifle is a Remington Model 700 BDL Varmint
19 Special, Serial No. A6391951, and was manufactured by defendant
20 in December, 1976.

21 f. This rifle, as designed, manufactured and sold by
22 defendant, had a two-position, manually operated safety.

23 g. As a result of the injuries sustained when this
24 rifle discharged, plaintiff Teri See incurred necessary medical
25 expenses, including the charges of doctors and a hospital, in the
26 reasonable sum of \$11,789.

1 h. From the date of her accident through March 17,
2 1980, plaintiff Teri See lost wages from part-time work totaling
3 \$1,187.24.

4 i. Plaintiff Darrel See is and at all material times
5 has been, the husband of plaintiff Teri See.

6 4. Agreed Facts as to Which Relevance is Disputed.

7 Teri See and Darrel See, on the one hand, and Stephen
8 Boudreau and Starr Boudreau, on the other hand, entered into a
9 COVENANT NOT TO SUE, on or about April 8, 1980. A copy of the
10 COVENANT NOT TO SUE will be marked as an exhibit in the trial of
11 this case. The relevance of said exhibit, and the relevance of
12 the facts recited therein, is disputed.

13 5. Facts Not to be Controverted.

14 The following facts, although not admitted, will not be
15 controverted at trial by any evidence, but each party reserves
16 objections as to relevance.

17 6. Contentions of Fact.

18 PLAINTIFFS

19 a. The design of the bolt and firing mechanism and
20 safety mechanism on this rifle is the same as the design on all
21 Remington Model 700 rifles, regardless of caliber, including all
22 ADL models, BDL models and Varmints manufactured between January,
23 1971 and January, 1982.

24 b. This rifle, as designed, manufactured and sold by
25 defendant, could not be unloaded without moving the safety from
26 the "on safe" position to the "fire" position.

1 c. The trigger on this rifle, as designed, manufactured
2 and sold by defendant, was capable of being moved when the safety
3 was engaged.

4 d. The trigger mechanism on this rifle, as designed,
5 manufactured and sold by defendant, was designed such that it
6 could become contaminated by dirt and debris.

7 e. At the time it caused plaintiff Teri See's injuries,
8 this rifle was being used and handled in a reasonably foreseeable
9 and intended manner.

10 f. Before its manufacture and sale of this rifle,
11 defendant was on notice that some customers had complained to
12 Remington Arms Company that their substantially identical Model
13 700 Remington rifles had fired when the safety lever was pushed
14 from the "on safe" position to the "fire" position, without their
15 touching the trigger.

16 g. At the time the Remington Model 700 rifle that
17 caused injury to plaintiff Teri See left Remington's hands, it
18 was unreasonably dangerous and defective in one or more of the
19 following particulars:

20 (1) Defendant designed and manufactured this rifle
21 such that the bolt could not be opened when the safety was in the
22 "on safe" position and, therefore, the rifle could not be
23 unloaded without moving the safety from the "on safe" position to
24 the "fire" position.

25 (2) The trigger mechanism, as designed and
26 manufactured by defendant, did not contain a trigger lock and

1 very little effort was required to pull the trigger rearward even
2 when the safety was in the "on safe" position. With a design
3 such as this, any time there is any condition of the rifle which
4 causes the trigger to stay in the pulled position, the rifle will
5 fire when the safety is later moved from the "on safe" position
6 to the "fire" position, even though the trigger is not being
7 pulled at the time.

8 (3) Defendant designed and manufactured this rifle
9 such that the rifle's safety mechanism fails to immobilize the
10 firing pin when the safety is put in the "on safe" position.

11 (4) Defendant designed this rifle such that
12 lubrication of the trigger assembly could result in the rifle
13 unexpectedly firing when the safety was moved from the "on safe"
14 position to the "fire" position despite the fact that the trigger
15 was not being pulled at the time.

16 (5) The rifle was designed such that there were
17 numerous ports through which dirt, dust and debris could enter
18 and contaminate the trigger mechanism and safety mechanism and
19 related parts. This contamination could cause the rifle to
20 unexpectedly fire when the safety was moved from the "on safe"
21 position to the "fire" position despite the fact that the trigger
22 was not being pulled at the time.

23 (6) The rifle was designed such that cold weather
24 could cause the trigger and safety mechanisms to malfunction,
25 resulting in the rifle unexpectedly firing when the safety was
26 moved from the "on safe" position to the "fire" position despite

1 the fact that the trigger was not being pulled at the time.

~~2~~ (7) The rifle was designed without an automatic
3 safety or three-position safety or other similar positive safety
4 device.

5 (8) Defendant failed to warn users of this rifle
6 that, under certain circumstances, the rifle could unexpectedly
7 fire when the safety was moved from the "on safe" position to the
8 "fire" position despite the fact that the trigger was not being
9 pulled at the time.

10 (9) Defendant failed to warn users of the rifle
11 that lubrication of the trigger assembly could cause the rifle to
12 unexpectedly fire when the safety was moved from the "on safe" to
13 the "fire" position despite the fact that the trigger was not
14 being pulled at the time.

15 (10) Defendant failed to warn users of this rifle
16 that failing to adequately clean certain parts of the rifle could
17 cause an accumulation of gun oil or dried oil, which could build
18 a film that could cause the rifle to unexpectedly fire when the
19 safety was moved from the "on safe" position to the "fire"
20 position despite the fact that the trigger was not being pulled
21 at the time.

22 (11) Defendant failed to warn users of the rifle
23 that cleaning of the trigger mechanism with certain petroleum
24 products could cause the rifle to unexpectedly fire when the
25 safety was moved from the "on safe" position to the "fire"
26 position despite the fact that the trigger was not being pulled

1 at the time.

2 (12) Defendant failed to warn users of the rifle
3 that use of the rifle in cold temperatures could cause the rifle
4 to unexpectedly fire when the safety was moved from the "on safe"
5 position to the "fire" position despite the fact that the trigger
6 was not being pulled at the time.

7 (13) Defendant designed the rifle such that dampners
8 or condensation could form on the internal parts of the trigger,
9 could freeze and could cause the internal parts of the trigger to
10 hang up such that the rifle would unexpectedly fire when the
11 safety was moved from the "on safe" position to the "fire"
12 position despite the fact that the trigger was not being pulled
13 at the time.

14 (14) Defendant failed to warn users of the rifle
15 that dampers or condensation in conjunction with cold weather
16 could cause the internal parts of the trigger of the rifle to
17 hang up such that the rifle would fire unexpectedly when the
18 safety was moved from the "on safe" position to the "fire"
19 position despite the fact that the trigger was not being pulled
20 at the time.

21 (15) The rifle failed to meet the reasonable expect-
22 tations of the average consumer in that it discharged without
23 warning, unexpectedly, when the safety was moved from the "on
24 safe" position to the "fire" position.

25 h. At the time of plaintiff Teri See's injury, this
26 rifle was in substantially the same condition as it was when it

1 left defendant's hands, and it was being used and handled in a
2 manner foreseeable to defendant.

3 i. The unreasonably dangerous and defective condition
4 of defendant's product was the legal cause of injuries suffered
5 by plaintiff Teri See when, on October 27, 1979, she received a
6 gunshot wound from this rifle, which one Stephen Boudreau was
7 attempting to unload.

8 j. As a result of the above mentioned gunshot wound,
9 plaintiff Teri See suffered injury, including severe and
10 permanent injury to both of her legs. The injury was a blast
11 injury to the medial aspect of both thighs. It damaged the skin,
12 subcutaneous tissues of both thighs and the muscles of the right
13 thigh. Each such wound was 8" to 10" in diameter. Plaintiff
14 Teri See has suffered permanent muscle damage, and her injuries
15 have required 6 surgical procedures, including a split thickness
16 skin graft. The wounds caused permanent disfigurement and
17 scarring of both of plaintiff's legs and caused residual muscle
18 weakness in plaintiff's right leg, including her knee.

19 k. As a result of plaintiff Teri See's injuries, she
20 has lost wages from her part-time work in the sum of \$1,186.24,
21 and her earning capacity has been impaired.

22 l. As a result of plaintiff Teri See's injuries, she
23 will incur medical expenses and will need further surgery in the
24 future.

25 m. As a result of Teri See's injuries, she has endured
26 pain and suffering and has received permanent injuries to both of

1 her legs, all to her general damage in the sum of \$500,000.

2 n. The above described injuries to plaintiff Teri See
3 caused her husband, plaintiff Darrel See, the loss of
4 companionship, society and services of his wife, all to his
5 damage in the sum of \$25,000.

6 o. The trigger adjusting screws on this rifle had not
7 been adjusted since before the rifle left Remington's hands.

8 p. Plaintiff Teri See's life expectancy is 49.5 years.

9 q. Plaintiffs deny defendant's contentions of fact.

10

11

DEFENDANT

12 a. Defendant denies plaintiffs' contentions of fact.

13 b. The proximate and legal cause of the injuries
14 sustained by the plaintiff was the negligence of the owner of the
15 gun, Stephen Boudreau.

16 c. Stephen Boudreau (hereinafter referred to as owner)
17 was negligent in operating a loaded firearm without first
18 ascertaining that the muzzle was pointed in a safe direction.

19 d. Owner was negligent in operating a loaded firearm
20 when he knew or should have known that consuming alcohol could or
21 would interfere with his use of said firearm, causing a dangerous
22 condition to exist for himself and others.

23 e. Owner was negligent in failing to read the
24 instruction manual provided by the defendant with said rifle.

25 f. Owner was negligent in throwing away the instruction
26 manual provided by the defendant with said rifle.

1 g. Owner was negligent in keeping a loaded gun in a
2 house when he knew or should have known that an accidental
3 discharge of said firearm would be more likely to cause serious
4 injury to himself or any third party.

5 h. Owner was negligent in misusing and abusing the
6 rifle by improper maintenance and care.

7 i. Owner was negligent in failing to follow all the
8 manufacturer's manual instructions regarding the operation of the
9 rifle.

10 j. Owner was negligent in pulling the trigger of a
11 loaded rifle while it was pointed at the plaintiff with the
12 safety in the fire position.

13 k. Owner was negligent in improperly adjusting the
14 trigger pull contrary to the manufacturer's directions.

15 l. Owner was negligent in bringing a loaded gun into a
16 house.

17 m. Owner was negligent in failing to keep guns and
18 ammunition stored separately.

19 n. Any failure to warn the owner of said rifle is
20 irrelevant under any circumstances as the owner did not read any
21 of the material provided.

22 o. This particular rifle was not defectively designed,
23 nor was it defective in any way.

24 7. Contentions of Law.

25 PLAINTIFFS

26 a. Evidence of defendant's post-accident design change

1 is admissible as substantive evidence that defendant's prior
2 design was defective and unreasonably dangerous.

3 b. Evidence of other similar complaints from other
4 owners of substantially identical Remington Model 700 rifles is
5 admissible as substantive evidence that defendant's design was
6 defective and unreasonably dangerous.

7 c. Defendant's contentions of fact b. through m.,
8 inclusive, do not allege facts constituting defenses to
9 plaintiffs' claims. Defendant is attempting to raise, as
10 affirmative defenses, the alleged negligence of a third party,
11 the person who was attempting to unload the rifle that dis-
12 charged, injuring plaintiff Teri See. As a matter of law, no
13 such defense exists.

14 d. No evidence is admissible as to the existence or the
15 amount of the plaintiffs' settlement with the Boudreaus.

16 e. In the event that the Court rules that the jury
17 should be informed as to the existence of the plaintiffs' set-
18 tlement with the Boudreaus, the Court should then instruct the
19 jury in unequivocal language to disregard the settlement and to
20 return a verdict for the full amount of the plaintiffs' damages.
21 The jury should also be instructed that the settlement credit
22 function is for the Court, not the jury, and that the Court will
23 reduce the jury's verdict by an amount equal to the settlement
24 amount.

25 f. Defendant's contentions of fact b. through o. all
26 allege facts which are provable, if at all, under a general

1 denial. To repeat these contentions in the pretrial order does
2 not raise them to the level of affirmative defenses. The jury
3 should not be informed as to these contentions nor should it be
4 instructed regarding these contentions.

5 g. Plaintiffs deny defendant's contentions of law.

6
7 DEFENDANT

8 a. Defendant denies plaintiffs' contentions.

9 b. Evidence of defendant's post-accident design change
10 is inadmissible.

11 c. Evidence of similar complaints from other owners is
12 inadmissible.

13 d. If evidence of other complaints is to be admitted,
14 the plaintiff must first establish that this gun was, in fact,
15 defective.

16 e. Evidence of other similar complaints is inadmissible
17 on the issue of design defect as it has not been shown the guns
18 were substantially identical.

19 f. Evidence of payment of \$25,000.00 by Stephen
20 Boudreau, to the plaintiffs, is admissible evidence.

21 g. Defendant contends that facts B through M inclusive
22 do allege facts constituting a defense to plaintiffs' claim.
23 Defendant raises the negligence of a third party, who was aiming
24 the rifle when it discharged, injuring plaintiff Teri See. As a
25 matter of law, the negligence of this third party was the direct,

26 * * *

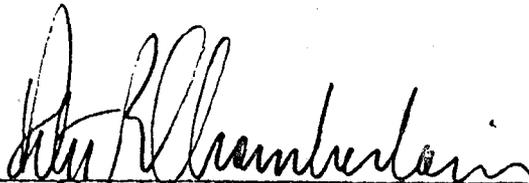
1 proximate and legal cause of the injuries sustained by Teri See.

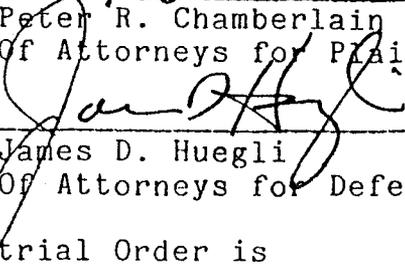
2 h. The jury should be informed as to the existence of
3 plaintiffs' settlement with the Boudreaus and should be
4 instructed in unequivocal language of the reasons for Boudreau
5 not being a participant in this particular lawsuit, including the
6 fact that the covenant entered into between the plaintiff and
7 Boudreau and its legal effect precludes Remington Arms from
8 bringing Mr. Boudreau in as a third party defendant.

9 8. Amendments to Pleadings.

10 a. Plaintiff Teri See seeks to amend her complaint to
11 allege general damages in the sum of \$500,000 rather than the
12 \$250,000 set forth in the complaint as filed.

13 b. Plaintiff Teri See seeks to amend her complaint to
14 allege medical specials in the sum of \$11,789.00 and lost wages
15 in the sum of \$1,187.24.

16
17 
18 Peter R. Chamberlain
Of Attorneys for Plaintiffs

19 
20 James D. Huegli
Of Attorneys for Defendant

21 IT IS ORDERED the foregoing Pretrial Order is

22 _____ Approved as lodged.

23 _____ Approved as amended by interlineation.

24 DATED this _____ day of _____, 19__.

25
26 _____
U.S. DISTRICT JUDGE/MAGISTRATE

COVENANT NOT TO SUE

The undersigned, TERE SEE and DARRELL SEE, claim damages for injuries occurring from an accident at the home of STEVEN BOUDREAU and STARR BOUDREAU, Route 1 Box 893, Astoria, Oregon on October 27, 1979.

The undersigned desire to settle all claims against STEVEN BOUDREAU and STARR BOUDREAU, their successors, assigns, agents and their insurance carrier, Grange Mutual Insurance Company, hereinafter referred to as the settling parties.

It is the desire of the undersigned to pursue any and all claims they have against certain other persons, firms and corporations, including the Remington Arms Company, arising from the said accident.

It is the desire of the undersigned and the settling parties to receive and to pay the consideration referred to hereinafter as a portion of the damages suffered by the undersigned as a result of the above referred to accident.

NOW, THEREFORE, for the sole consideration of Twenty-Five Thousand Dollars (\$25,000.00) paid to the undersigned by Grange Mutual Insurance Company, the undersigned hereby covenant and agree with the settling parties as follows:

1. The undersigned will make no further claims or demands and will bring no action, suit or proceeding of any nature whatsoever including loss of consortium and loss of services against the settling parties, their successors, assigns or agents for any injuries or damages resulting from or arising out of the aforementioned accident.

2. The payment on behalf of the settling parties is not to be construed as an admission of liability on behalf of STEVEN BOUDREAU and STARR BOUDREAU, and the settling parties hereby deny liability to the undersigned or any other person, firm or corporation resulting from the aforementioned accident.

3. It is further understood and agreed that the intent of the undersigned and the settling parties is to preserve all rights the undersigned may have against Remington Arms Company and any other person, firm or corporation arising out of the aforementioned accident.

4. This covenant is intended to and does include all claims which the undersigned have against the settling parties, not only for all known injuries, losses and damages, but any and all further injuries, losses or damages which may not now be anticipated or known but which may develop or be discovered hereafter, including all effects and consequences thereof.

5. This covenant not to sue is entered into pursuant to ORS 18.440 et. seq.

THE UNDERSIGNED HAVE READ AND UNDERSTOOD THIS AGREEMENT.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
8th day of April, 1980.

/s/ Teri See
Teri See

/s/ Darrell See
Darrell See

STATE OF OREGON)
) ss:
County of Clatsop)

On April 8, 1980, the above-named Teri See
and Darrell See appeared before me and personally acknowledged the
foregoing instrument to be their voluntary acts and deeds.

PNTI employee-- /s/ R.L. Reinbach
Notary Public for Oregon
My Commission expires: 9/17/82

APPROVED AS TO FORM:

/s/ Philip L. Nelson
Attorney for Teri See and
Darrell See



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PHILIP L. NELSON
ATTORNEYS AT LAW
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ASTORIA, OREGON 97103
503/325-2931

M1173

September 25, 1980

Mr. L. S. Martin
918 Rock Spring Road
Bel Air, Maryland 21014

Dear Mr. Martin:

By separate letter, I want to advise you that the Remington 700 Rifle you discussed with Pete Chamberlain of Bodyfelt, Mount and Stroup, attorneys, has been sent this date. The bolt is wrapped separately and taped to the box.

Please let us know if you do not receive the rifle shortly.

Sincerely,

Philip L. Nelson

Philip L. Nelson
Attorney at Law

PLN/mls

cc: Pete Chamberlain
Teri See

M1175

September 29, 1980

Mr. Philip L. Nelson
Ronald L. Miller
Attorneys at Law
555 Bond
Astoria, Oregon 97103

Re: Remington Rifle

Dear Mr. Nelson:

Thank you for your letter of 25 September, 1980, regarding the rifle involved in the See accident. We did receive the rifle of Saturday, September 27, 1980.

Very truly yours,

LAMA S. MARTIN

LSM:klm

9-27-80

11173

This date we received the
following from Atty's Miller
in regard of Astoria Oregon.

(- used 700 Dunstonville
Cal 6444 # A639 1951

No more this date -

4-1-2-3-4-5-83

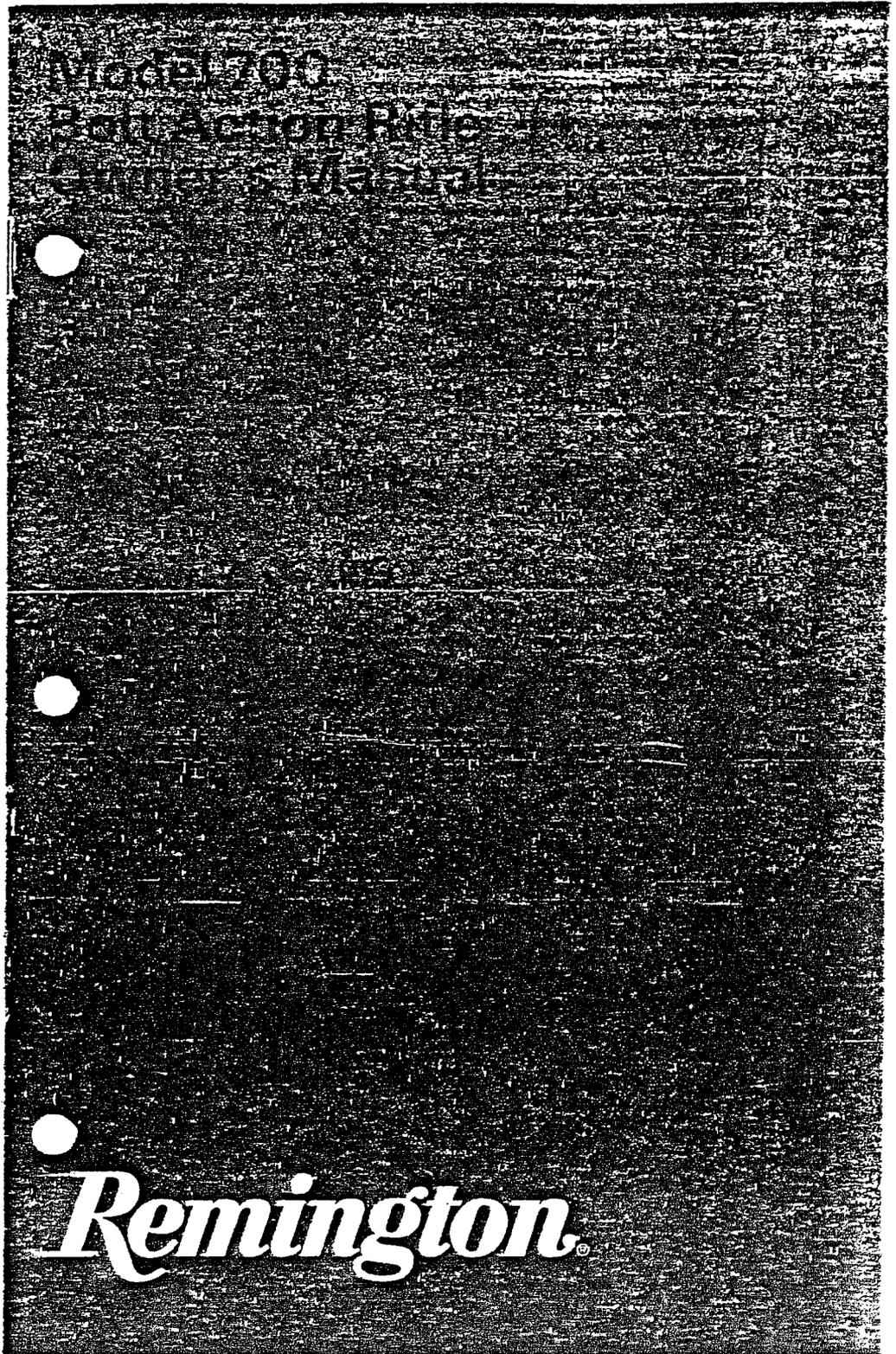
M/173

on 4-1-83 - left home 9 AM
& took 11 AM flight to Boston -
arrived there 4:30 PM -
met in evening with Peter
Chamberlain to discuss case.
in court on 2, 3 & 4 all
day & work in PM -
testified afternoon of 2nd
& work of 3rd. Then
stayed through defense
testimony for rebuttal
if needed - it was not -
in court till about 7 PM
on 4th - took overnight
flight on 4th and
arrived home midday
on 5th -

8-15-82

M173

At the Peter Chamberlain
visit to COM - discussed
case & picked up the
accident rifle.

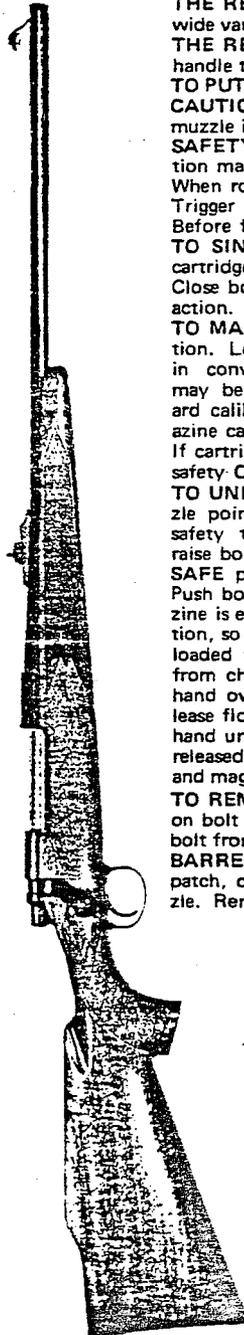


Remington[®]

MODEL 700

INCLUDES VARMINT MODEL

BOLT ACTION HIGH POWER RIFLE



THE REMINGTON MODEL 700 is a high quality bolt action repeater available in a wide variety of center fire calibers. Two grades are supplied-ADL (standard) and BDL. THE REMINGTON MODEL 700 Varmint is a BDL grade rifle expressly designed to handle the high velocity "Varmint" calibers.

TO PUT BOLT IN RIFLE—Align bolt lugs to receiver and slide cocked bolt into rifle. **CAUTION** — While handling, carrying, loading or unloading rifle, make sure muzzle is pointed in a safe direction.

SAFETY (Fig. 1) — To engage safety to **ON SAFE** position, rotate to rear stop position marked "S" on receiver. Bolt handle will be locked down and rifle will not fire. When rotated forward to fire position, marked "F" on receiver, safety will disengage. Trigger can be pulled to fire rifle or bolt handle raised to open action. **CAUTION:** Before firing, make sure barrel is clean, free of heavy oil, grease, or any obstruction. **TO SINGLE LOAD** — Raise bolt handle and pull rearward to open action. Place cartridge upon magazine follower or directly into chamber. Put safety **ON SAFE**. Close bolt. Lower bolt handle to lock action.

TO MAGAZINE LOAD — Open action. Load cartridge into magazine in conventional manner. Magazine may be loaded with four (4) standard caliber cartridges. Magnum magazine capacity is three (3) cartridges. If cartridge is loaded in chamber put safety **ON SAFE** before closing bolt.

TO UNLOAD — Hold rifle with muzzle pointed in safe direction. Move safety to **OFF SAFE** position and raise bolt handle. Move safety to **ON SAFE** position and pull handle rearward. Grasp cartridge and remove from action. Push bolt forward until next cartridge is released from magazine. Repeat until magazine is empty. **CAUTION:** Safety will be in the fire position during part of this operation, so keep muzzle pointed in safe direction. BDL grade magazine may also be loaded from bottom. Raise bolt handle, pull bolt rearward and remove cartridge from chamber. Leave bolt in open (rear) position and put safety **ON SAFE**. Place hand over ejection port and turn rifle bottom upward. Press floor plate latch to release floor plate (Fig. 2). Lift floor plate, spring and follower clear of magazine, place hand under open magazine and turn rifle back to upright position. Grasp and remove released cartridges. Close and latch floor plate. **CAUTION:** Carefully inspect action and magazine to be sure no cartridges remain in rifle.

TO REMOVE BOLT — Press upward on bolt stop release (Fig. 2) and pull bolt from rifle.

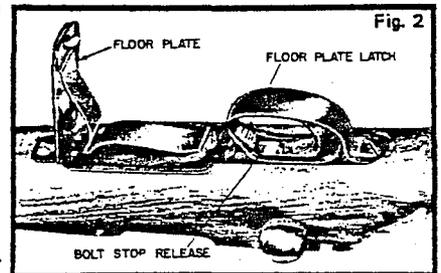
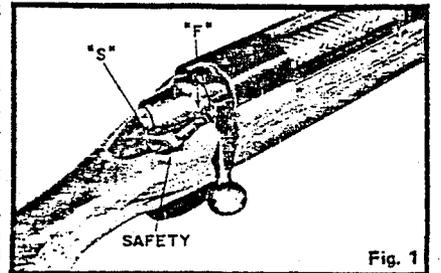
BARREL CARE — Use lightly oiled patch, cleaning from breech to muzzle. Remove bolt to make cleaning easier.

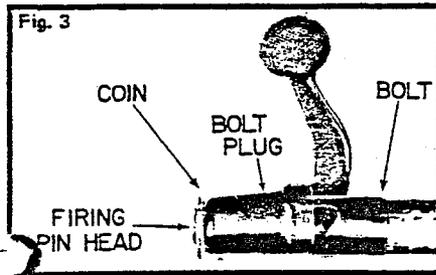
Scrub bore with cleaning solvent if necessary. To insure maximum accuracy, wire brush cleaning of barrel bore in all varmint calibers is recommended after each 25 rounds.

ACTION CARE AND DIS-

ASSEMBLY — Remove bolt and stock if necessary to clean action or replace parts. Unscrew guard screws and lift stock away from action and barrel. Clean bolt and action in solvent and wipe clean. Before reassemble stock to receiver, particularly on ADL Grade, locate magazine fully into magazine recess in bottom of receiver. This special care will prevent any damage to stock when stock is tightened against receiver. **Note:** Reassemble BDL grade trigger guard assembly (includes floor plate, guard, magazine follower and spring) to stock before placing stock over assembled magazine.

TO DISASSEMBLE BOLT PARTS — Remove bolt and insert coin or similar piece in slot at rear of firing pin head (Fig. 3). Hold bolt handle and turn bolt plug until firing pin assembly can be unscrewed and removed from bolt assembly. Reassemble in reverse order.





TRIGGER — No adjustment of trigger by the owner is recommended. Trigger pull has been factory adjusted. Should any adjustment be necessary return rifle to factory or see a Remington approved gunsmith.

LUBRICATION — Your Remington Model 700 will remain clean longer if little or no oil is used on parts of action. Lubricate cam surfaces on bolt to prevent wear. Wash action and bolt parts with a good grade of petroleum solvent, dry and re-oil very lightly. After handling, wipe barrel, receiver and all steel parts to prevent rusting. Invisible "prints" of moisture can cause rust unless removed. After using in wet weather dry and wipe steel parts with oil to prevent rusting. Abrupt changes in temperature can cause condensation and wetness. Therefore, special care is needed to interior steel parts to prevent rust. When shooting in freezing weather, remove excess oil for best results. Use dry graphite if necessary to lubricate metal parts.

SIGHT ADJUSTMENT — Factory sights on Remington high power rifles are targeted at 100 yards and carefully adjusted at factory for average shooters. If your rifle does not appear to shoot accurately it does not necessarily mean that sights are improperly aligned. Individual differences in eyesight or method of shooting may require sight re-alignment. Make sure that adjustable dovetail front sight (where supplied) is centered on barrel. Before attempting to re-align sights it should be realized that the greater the group size the more difficult it becomes to determine where rifle is shooting (center of impact). A consistent method of holding rifle, aiming and squeezing trigger will aid in obtaining a small group size. Different sight settings are required for each cartridge type, bullet type and weight, barrel length, each range and wind condition and, most likely, each individual shooter. To test rifle for accuracy place large target in safe area at desired range. (Before testing at a longer range it is advisable to fire a few rounds at 50 yards. At this range, bullets will generally hit somewhere on target). Shoot from a prone or sitting position giving body and elbows solid support. Fire four or five shots per group, using ammunition with which you plan to hunt. Shoot carefully and deliberately. If groups are at desired point, sights are correctly adjusted. If not, you should adjust sights. If shots are too high, loosen elevation screw and lower rear sight. If shots are too low, rear sight should be raised. If rifle shoots left, loosen windage screw and move rear sight aperture to right.

Should rifle shoot to right, move aperture to left. Always move rear sight in direction you want rifle to shoot. Information about trajectory or ballistics of your favorite load may be found in the Remington Firearms and Ammunition catalog. A free copy may be obtained from Remington dealers or by writing to Remington Arms Co., Inc. 939 Barnum Ave., Bridgeport, Conn. 06600.

TELESCOPE OR RECEIVER SIGHTS—The all-purpose stock on the Remington 700 is adapted for use with telescope or receiver sights as well as gun factory sights. The receiver is drilled and tapped for telescope and receiver sights. The location and design of the rear sight holes are standard for most target telescope mounts. If rear sight is removed for receiver sighting clearance, the rear sight barrel screw holes may be filled with the receiver plug screws. Front sight ramp may also be removed and receiver plug screws used at muzzle.

SLING STRAP — A sling strap complete with mountings is packaged with each BDL Grade rifle. When attaching to rifle—assemble both quick detachable (Q. D.) swivel assemblies to stock. To do this, push plunger on swivel until small plate lifts and can be swung free of attaching stud on swivel. Then insert attaching stud into eye of stock screw. Close plate on swivel to lock swivel to stock screw. To attach strap to swivels—insert tongue of strap into rear swivel. Loop strap back and thru attached keeper band. Insert strap into and thru buckle and front swivel. Loop back and secure with brass fastener. Adjust strap to desired position. To remove strap from rifle, simply snap quick detachable swivels from stock screws and remove strap.

IMPORTANT — Remington firearms are designed, manufactured and proof tested to standards based on factory loaded ammunition. Improperly loaded handloads can be dangerous. Remington Arms Company, Inc. cannot assume responsibility for damages or injury caused by handloads or reloaded ammunition.

This gun has been manufactured to Remington specifications and shipped from the factory suitable for use. Remington does not recommend and is not responsible for any alteration or modification to the gun not made by Remington factory personnel, nor the replacement of worn or damaged parts with those not of Remington manufacture.

SHOOTING GLASSES. Smart shooters, who don't normally wear corrective lenses, always hunt and shoot wearing good, impact-resistant shooting glasses in order to protect their eyes against unanticipated ricochet, possible powder blowback, or branch and twig whiplash. In addition to eye safety, green or gray glasses keep the eyes fresh and untired on bright, glary days, while yellow lenses aid in spotting game in dim or fading light. So for safety, comfort and better shooting — both in the field and on the target range — shooting glasses are a real "must".

MODEL
700

BOLT ACTION
HIGH POWER RIFLE

PARTS LIST

NOTE: Prices for barrel and bolts will be quoted upon application. Factory assembly required.
SEE INSTRUCTIONS FOR ORDERING PARTS

View No.	Part No.	NAME OF PART	List Price	View No.	Part No.	NAME OF PART	List Price
NOTE: Basic .30-06 Caliber listed below. See Exploded View for proper identity of parts. See added page for other caliber part listings.							
		Barrel Assembly		48	17043	Safety Pivot Pin	\$.30
2		Bolt Assembly		49	17044	Safety Snap Washer	.30
		Bolt Final Assembly		50	15666	Rear Safety Cam	.75
3	17012	Bolt Plug	\$ 2.20	51	24476	Sear Pin	.30
4	17013	Bolt Stop	.75	52	17047	Sear Spring	.30
5	24476	Bolt Stop Pin	.30	53	30855	Sling Strap Assembly, BDL Grade	3.45
6	15478	Bolt Stop Release	.30		26990	Sling Strap Assembly and Mountings Complete	9.10
7	15224	Bolt Stop Spring	.40	54	33366	Stock Assembly, ADL Grade	46.20
8	90953	Butt Plate	.40		33371	Stock Assembly, BDL Grade	53.05
8a	90954	Butt Plate Spacer, BDL Grade			18186	Stock Reinforcing Screw (not shown)	.40
9	25380	Butt Plate Screw	.30		16970	Stock Reinforcing Screw Dowel (not shown)	.30
10	15287	Center Guard Screw, ADL Grade	.30	55	26555	Swivel Assembly, BDL Grade (D.D.)	2.10
11	17017	Ejector	1.10	56	15280	Trigger	1.10
12	17676	Ejector Pin	.30	57	17053	Trigger Adjusting Screw	.30
13	17019	Ejector Spring	.30		26345	Trigger Assembly	12.60
14	14669	Extractor	1.65	58	19461	Trigger Connector	.55
15	27340	Extractor Rivet	.30	59	91128	Trigger Engagement Screw	3.25
	15376	Fastener, Sling Strap	.25	60	15281	Trigger Guard	.30
16	22020	Firing Pin	3.25	61	26376	Trigger Guard, BDL Grade	7.20
17	22040	Firing Pin Assembly	9.00		26371	Trigger Guard Assembly, BDL Grade	9.00
18	17022	Firing Pin Cross Pin	.30	62	26655	Trigger Housing Assembly	6.30
19	19800	Floor Plate, BDL Grade	2.00	63	24477	Trigger Pin	.30
20	15291	Floor Plate Latch, BDL Grade	.75	64	15400	Trigger Spring	.30
				65	15481	Trigger Stop Screw	.30

21	16451	Floor Plate Latch Pin, BDL Grade	.30
22	16452	Floor Plate Latch Spring, BDL Grade	.40
23	16453	Floor Plate Pivot Pin, BDL Grade	.40
24	22035	Front Guard Screw	.30
25	15161	Front Guard Screw Bushing, ADL Grade	.40
26	15373	Front Sight	1.10
	15719	Front Sight (Low)	1.10
27	28510	Front Sight Ramp	1.80
	15635	Front Sight Ramp, BDL Grade	1.80
28	28505	Front Sight Ramp Screw	.30
29	15363	Front Sight Hood, BDL Grade	.75
30	15357	Front Swivel Nut, BDL Grade	.25
31	15356	Front Swivel Screw, BDL Grade	.60
	90957	Grip Cap, BDL Grade (not shown)	.40
	25380	Grip Cap Screw	.30
	90958	Grip Cap Spacer, BDL Grade (not shown)	.30
32	15284	Magazine, ADL Grade	1.00
	16430	Magazine, BDL Grade (not shown)	1.00
33	90952	Magazine Follower, ADL Grade	.75
	15940	Magazine Tab Screw, ADL Grade	.30
34	17028	Magazine Spring	1.00
	15677	Magazine Spring, BDL Grade	1.00
35	17029	Main Spring	.55
36	26355	Rear Guard Screw	.30
37	32510	Rear Sight Aperture	1.30
38	32500	Rear Sight Base	1.50
39	28505	Rear Sight Base Screw (2)	.30
40	90905	Rear Sight Slide	2.30
41	90906	Elevation Screw	.30
42	90904	Windage Screw	.30
43	15358	Rear Swivel Screw, BDL Grade	.60
44	17034	Receiver Plug Screw	.30
45	26585	Safety Assembly	1.25
46	23222	Safety Detent Ball	.30
47	15368	Safety Detent Spring	.30

ADDITIONAL CALIBERS	
See 30-06 list for parts not below	
15709	Extractor, 7mm Rem. Mag., 264-300 Win. Mag. \$ 1.65
15850	Extractor, 222-223 Rem., 17 Rem. 1.65
27341	Extractor Rivet, 7mm Rem. Mag., 264-300 Win. Mag. .30
27342	Extractor Rivet, 222 Rem., 223 Rem., 17 Rem. .30
22021	Firing Pin, 222 Rem., 243-308 Win., 6mm Rem. Mag., 22-250 Rem., 223 Rem., 17 Rem. 3.60
22041	Firing Pin Assembly, 222 Rem., 17 Rem., 243 Win., 308 Win., 6mm Rem., 22-250 Rem., 223 Rem. 9.00
16434	Floor Plate, BDL Grade, 222 Rem., 223 Rem., 243 & 308 Win., 6mm Rem., 22-250 Rem., 17 Rem. 2.55
22037	Front Guard Screw, 222 Rem., 223 Rem., 243 & 308 Win., 6mm Rem., 22-250 Rem., 17 Rem. .30
16204	Front Scope Base, Varmint 3.00
14659	Front Sight, 7mm Rem. Mag., 264 Win. Mag. 1.10
28511	Front Sight Ramp, ADL Grade 1.80
15992	Front Sight Ramp, BDL Grade 1.80
15282	Magazine, ADL Grade, 222 Rem. 1.00
16716	Magazine, BDL Grade, 222 Rem., 223 Rem., 17 Rem. 1.10
15283	Magazine, ADL Grade, 243 & 308 Win., 6mm Rem., 22-250 Rem. 1.00
16715	Magazine, BDL Grade, 243 & 308 Win., 6mm Rem., 22-250 Rem. 1.00
14756	Magazine, BDL Grade 1.00
90951	Magazine Follower, 222 Rem. .75
90982	Magazine Follower, 243 & 308 Win., 6mm Rem., 22-250 Rem. .75
90951	Magazine Follower, 223, 17 Rem. .75
91017	Magazine Follower, 270, 35-06, 30-06 (BDL Grade) .75

See added page for other caliber listings.

PARTS AND PRICES SUBJECT TO CHANGE WITHOUT NOTICE

DELIVERIES ARE F.O.B. ILION, N.Y.

ADDITIONAL CALIBERS

MODEL 700 BOLT ACTION HIGH POWER RIFLE

PARTS LIST

NOTE: Prices for barrels and bolts will be quoted upon application. Factory assembly required.

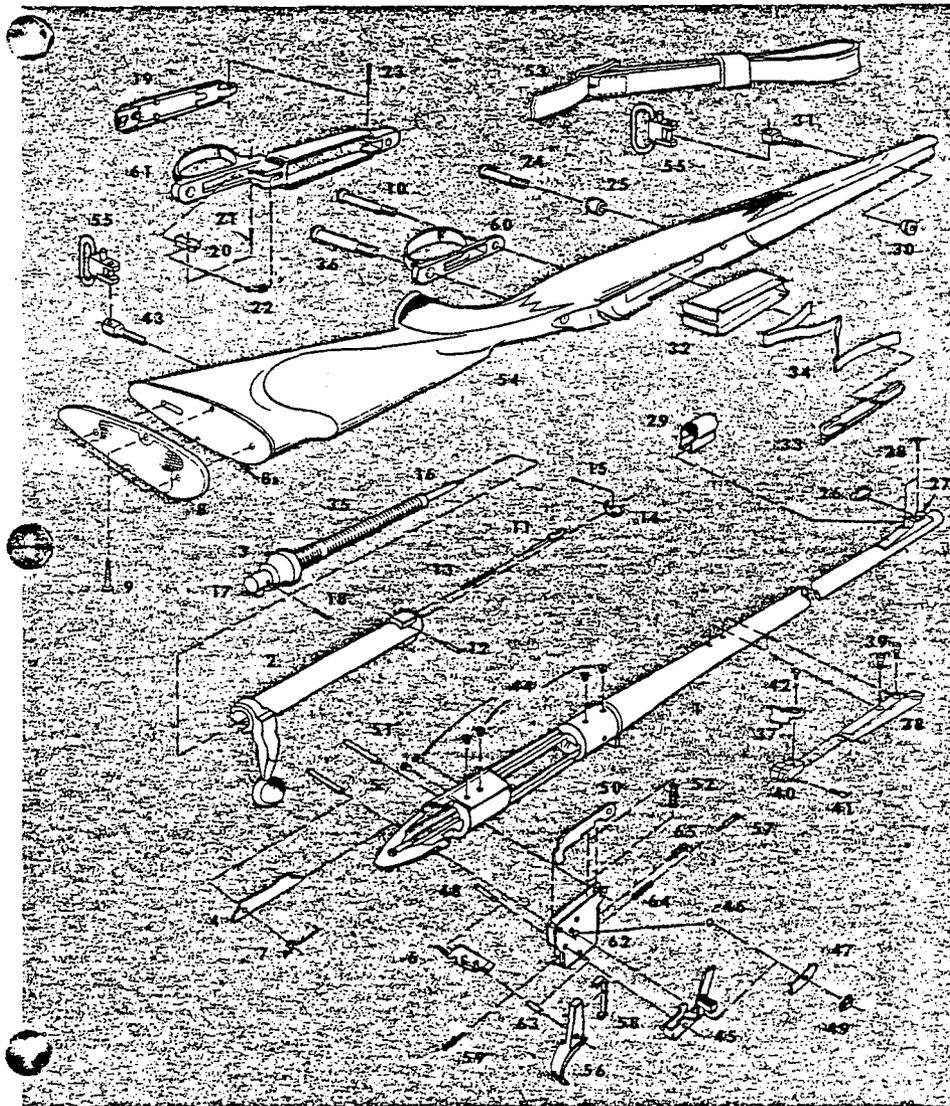
SEE INSTRUCTIONS FOR ORDERING PARTS

Part No.	NAME OF PART	List Price	Part No.	NAME OF PART	List Price
15286	Magazine Spacer, 222 Rem., BDL Grade	\$.40	33380	Stock Assembly, 7mm Rem., Mag., ADL Grade	\$ 55.20
15742	Magazine Spacer, 222 Rem., ADL Grade	.40	33365	Stock Assembly, 222 Rem., 243 Win., 308 Win., 6mm Rem., 22-250 Rem., ADL Grade	46.20
15286	Magazine Spacer, 223 Rem., BDL Grade, 17 Rem.	.55	33385	Stock Assembly, 7mm Rem., Mag., 264-300 Win., Mag., BDL Grade	62.05
91133	Magazine Spring, 222 Rem., 223 Rem., 17 Rem.	1.10	33370	Stock Assembly, 222 Rem., 243 Win., 308 Win., 6mm Rem., 22-250 Rem., BDL Grade, 17 Rem.	53.05
17891	Magazine Spring, 243 & 308 Win., 6mm Rem., ADL Grade	1.00	33376	Stock Assembly, Varmint, BDL Grade, 222 Rem., 223 Rem., 243 Win., 6mm Rem., 22-250 Rem.	53.05
15698	Magazine Spring, 22-250 Rem.	1.00	33375	Stock Assembly, Varmint, BDL Grade, 26-06	53.05
15699	Magazine Spring, 22-250 Rem., 6mm Rem., 243 Win., BDL Grade	1.00	26375	Trigger Guard, BDL Grade, 222 Rem., 223 Rem., 243 & 308 Win., 6mm Rem., 22-250 Rem., 17 Rem.	7.20
17058	Main Spring, 222 Rem., 223 Rem., 243 Win., 308 Win., 17 Rem.	.55	26370	Trigger Guard Assembly, BDL Grade, 222 Rem., 17 Rem., 223 Rem., 243 Win., 308 Win., 6mm Rem., 22-250 Rem.	9.00
18843	Rear Scope Base, Varmint	2.75			
90949	Recoil Pad, 7mm Rem., Mag., 264 & 300 Win., Mag.	4.50			
25410	Recoil Pad Screw, 7mm Rem., Mag., 264 & 300 Win., Mag.	.30			
18842	Scope Base Screw, Rear Varmint	.25			
16205	Scope Base Screw, Front Varmint	.25			

PARTS AND PRICES SUBJECT TO CHANGE WITHOUT NOTICE

DELIVERIES ARE F.O.B. ILION, N.Y.

**MODEL 700
BOLT ACTION
HIGH POWER RIFLE**



Send all guns for factory service and inquiries on service and parts to
REMINGTON ARMS COMPANY, INC.
Arms Service Division
Ilion, New York 13357

All other inquiries are to be addressed to
REMINGTON ARMS COMPANY, INC.
Bridgeport, Connecticut 06602

INSTRUCTIONS FOR ORDERING PARTS

(PLEASE READ CAREFULLY)

Please give model number, part number and name. Give serial number and state caliber or gauge and choke. Identify parts from list, picture or exploded view. List interchangeable shotgun barrels on separate order form to speed shipment.

Cover only one subject in letter or order. Do not order parts and give repair instructions in same letter.

Please do not ship sample parts if they may be identified otherwise. See shipping instructions below.

The sale of center fire rifle barrels, bolts and receivers is restricted. Special tools and gauges are required for assembly.

Parts will be supplied for discontinued models if available. Parts cannot be supplied nor guns repaired if not listed in complete line parts list. Parts, being made to close dimensions, may require slight adjustment or fitting to assure proper function of arm.

IMPORTANT: Do not combine Part Orders with Gun Service Orders. Please send Part orders direct to:

REMINGTON ARMS COMPANY, INC.
PARTS DEPT.
ARMS SERVICE DIVISION
Ilion, New York 13357

INSTRUCTIONS FOR FACTORY SERVICE

(PLEASE READ CAREFULLY)

Please package carefully. Use plenty of cushioning material to prevent movement of gun or parts in package. Please do not ship gun in a gun case, or special container that must be returned. Return of gun or parts will be speeded if properly packaged in a throw-away carton. Clearly mark forwarding and return address on gun package as well as on attached letter.

Securely attach complete letter of information on outside of each package returned to factory for repairs. Please do not return gun accessories such as sling straps, quick release swivels, special boots, covers, telescopes, mounts or any special equipment to factory with gun shipment. Give full details of contents. State if complete gun or part. List model number, part number and name, serial number and caliber or gauge. Give full condition of contents — any parts missing or damaged, etc. This will enable us to accurately list needed repairs.

Do not order parts and give repair instructions in same letter. To avoid delay in starting work, please include in first order or letter the trouble to be corrected, changes desired or parts to be replaced. If an estimate is required please advise. Otherwise work will proceed and a statement of cost will be sent. This will speed service.

MAINTENANCE — Rifle should be checked periodically by a competent gunsmith to ensure prompt inspection and any necessary replacement of worn or damaged parts.

Unless specified otherwise, shipments will be made by way of Parcel Post on small packages, Express on larger packages. Remington gun parts are not interchangeable with those of any other make. For this reason the Remington Arms Company, Inc., cannot service any gun not of its manufacture.

Repairs will be made on discontinued models as long as supply of parts is available. However repairs cannot be made for models which are not listed in Complete Line Parts Lists.

IMPORTANT: Before packaging guns for return to factory, **ALL LIVE AMMUNITION SHOULD BE REMOVED.**

If live ammunition is included in package, shipment cannot be made by Insured Mail. All other shipments may be made by Insured Mail. Please send repairs direct to:

REMINGTON ARMS COMPANY, INC.
ARMS SERVICE DIVISION
Ilion, New York 13357

12-3-80

M1173

Extensively the submitted rifle is in good condition other than the usual small scratches and indentations - it appears to have been used considerably - the oxidation is heavier than in some areas -

The rifle is equipped with a heavy barrel - no front sight or rear sight - has scope mounts - no scope came with rifle - has Waterford stock -

OAL	43 1/2"
Barrel	24"
Weight	9 1/4"

Trigger pull	5 1/2 lb.
--------------	-----------

5 lbs to disengage the safe and 4 1/2 to engage -

has the usual 200 safe
in that it cannot be
engaged until cocked
and the lock cannot
be opened with safe
engaged -

The stock is equipped
with a yachman's
White Live road pad -

The sling swivels are
unsprung from the stock -

I functioned the safety
50 times - with action
cocked and nothing
happened - I pulled
trigger each time safe
was engaged -

I repeated this 50 times
without pulling the trigger
each time - The results
were the same -

I removed the studs and examined the safety and the trigger assy without removing or disassembly of either - the trigger housing has a hole in each side adjacent to the trigger - see safety cam engagement - Thus the engagement can be observed without disassembly - the engagement appears good and the engaging surfaces are in good condition

The safety is the type that, when engaged, lifts the rear of the top end of the trigger - thus disengaging the two -
as follows -

6-12-81

M1179

I removed the Trigger assembly from the subcompact rifle for examination - as expected the ball stop is filled - the cavity - with a sticky oil residue - and the spring is too weak to overcome the resistance -

I found the trigger covering panel to be tight - could not detect any indications that they had been removed previously.

I examined the engaging surfaces of the sear - which I removed from the assembly, as well as of the trigger which I did not remove. Both are in good condition. I see no signs of attrition - on sear or trigger. The assembly functions as designed. The trigger pull is 2 1/2 lb. - the sear is in good condition -

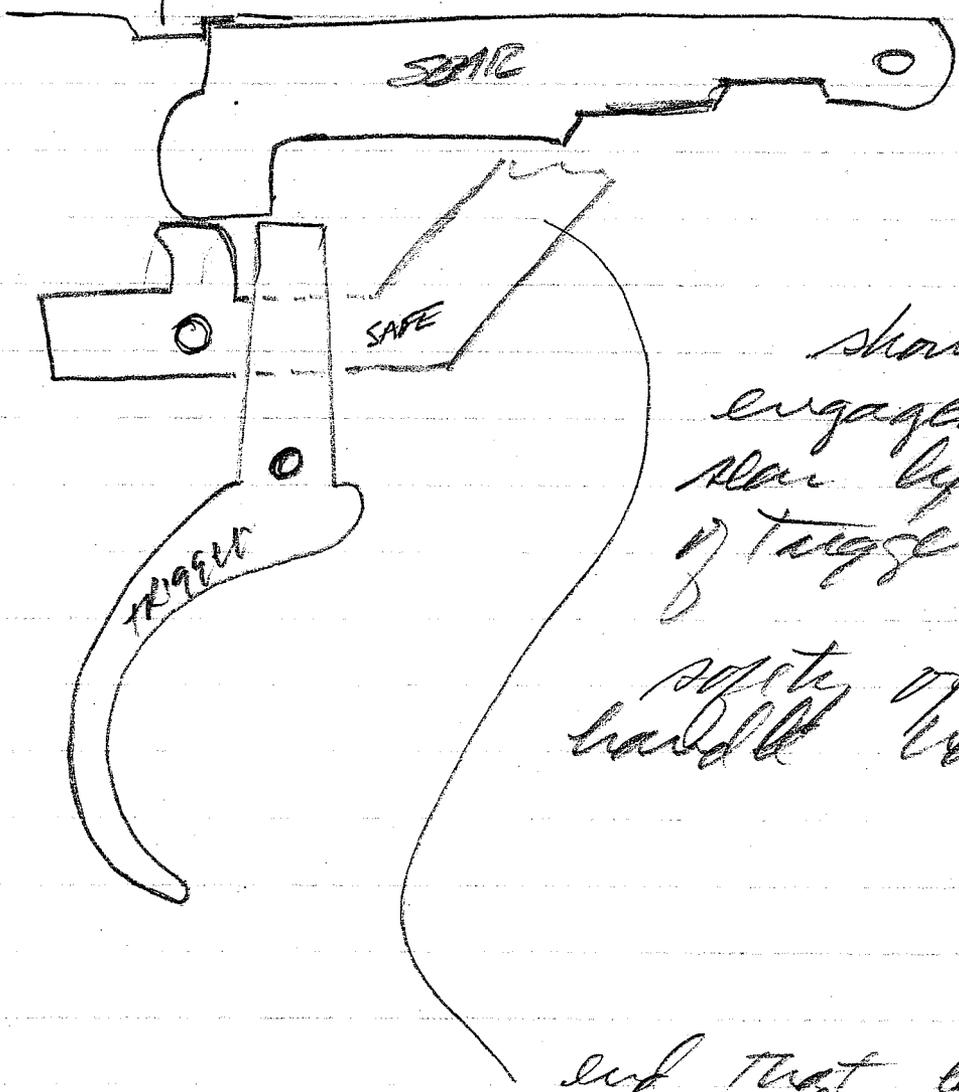
to trigger adjusting screws have lot been turned since manufacture because the shellac is still on them -

I can send the same trigger engagement to another used too that is also unattested since manufacture and find them both alike insofar as engagement is concerned -

I note that the bolt stop screws in the disengaged position were used - apparently because of heavy load -

F.P.
shown

4



shown
engaged with
slam lifted feel
of trigger -

safety operating
handle not shown -

end that locks
bolt -

It appears that the only way this mechanism can fire when the safety is released is, if the trigger is being held, either by the operator or something else - there are openings through which debris can enter and exit the assembly - I saw no debris larger than dust - which probably would not be sufficient to cause the problem.

M1173

8-10-52

Remington "trick test" —

safe put in web position,
then trigger is pulled,
then when safe is
disengaged the gun
way of fire —

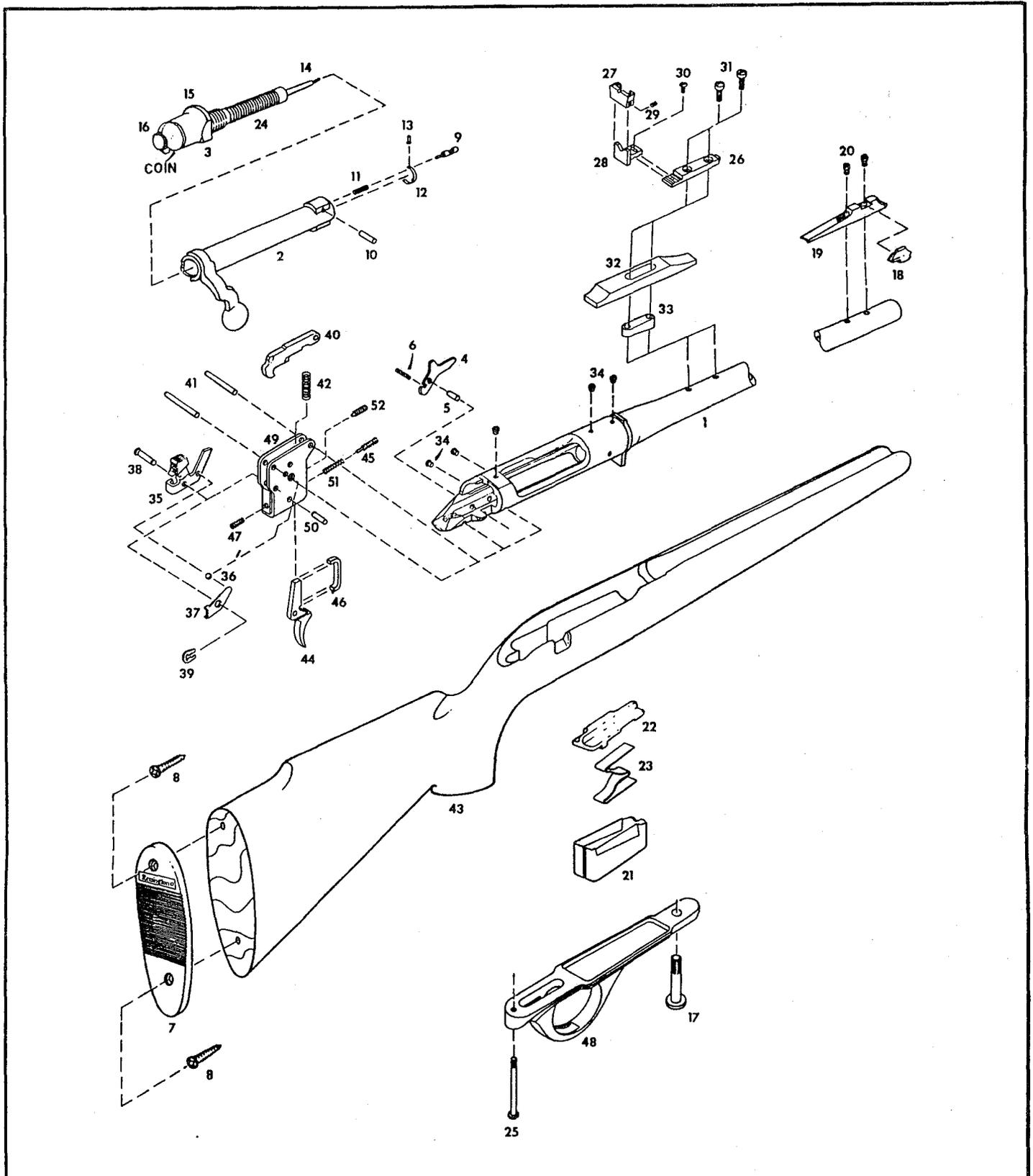
I tested the accident
safe as above - it passed
the test —

Send all guns for factory service and inquiries on service and parts to

REMINGTON ARMS COMPANY, INC.
Arms Service Division
Ilion, New York 13357

All other inquiries are to be addressed to
REMINGTON ARMS COMPANY, INC.
Bridgeport, Connecticut 06602

**MOHAWK
600**



REPLACEMENT PARTS

When ordering parts specify model, caliber, part name and serial number of the gun.

NOTE: The sale of barrel assemblies and breech bolts is restricted. When these parts are needed for replacement, the arm must be returned to the

factory as the use of special tools and gauges is required to assure proper operation. All other parts will be shipped as ordered but, since they are made to close dimensions, the particular part may require slight adjustment or fitting to assure proper functioning of the arm.

TO COCK BOLT — Bolt must remain cocked to put into rifle. If bolt becomes "uncocked" firing pin head will be forward and show as being deep inside bolt plug at rear. To cock bolt, hold firing pin head firmly to prevent movement; then turn bolt with handle. Bolt will cam on cocking surface (beneath handle) against firing pin head. Continue turning bolt handle until cocking notch on rear engages firing pin head. Bolt is then cocked and ready for re-entry.

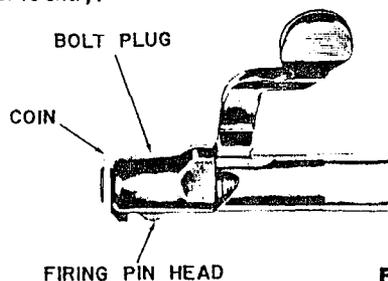


Fig. 4

ACTION CLEANING — Action parts in stock will remain clean longer if very little oil is used. Trigger adjustment is sealed at factory. This adjustment provides proper amount of trigger pull and weight. Therefore, removal of stock is not recommended unless for care or replacement of parts. If necessary to remove stock, unscrew both front and rear guard screws (see exploded view). Lift away trigger guard and stock.

HANDLING — Oil-wipe barrel, receiver and all steel parts to prevent rusting. Invisible "prints" of moisture can cause rust unless removed.

EXPOSURE — After using in wet weather, always wipe steel parts with oil. Abrupt changes in temperature can also cause condensation and wetness. Therefore, special care is needed, especially to inside metal parts to prevent rust. When shooting in freezing weather, remove any excess oil for best results. Use dry graphite if necessary to lubricate working parts.

MAINTENANCE — Gun should be checked periodically by a competent gunsmith to ensure proper inspection and any necessary replacement of worn or damaged parts.

IMPORTANT — Remington firearms are designed, manufactured and proof tested to standards based on factory loaded ammunition. Improperly loaded handloads can be dangerous. Remington Arms Company, Inc. cannot assume responsibility for damages or injury caused by handloads or reloaded ammunition.

For instructions how to dress, ship and deliciously cook wild game, send for the Remington "Wild Game" Cookbook \$3.95 — Remington Sportsmen's Library, P.O. Box 432, Bridgeport, Conn. 06601.

INSTRUCTIONS FOR ORDERING PARTS

(Please read carefully)

WHEN ORDERING PARTS . . . MODEL NUMBER, PART NUMBER and PART NAME MUST BE GIVEN. Give also serial number (if any), and state caliber or gauge and choke needed. Please identify from the component parts, picture or exploded view. When ordering interchangeable shotgun barrels, please list on separate order form. This will speed up shipment.

Cover only one subject in letter or order. Do not order spare parts and give instructions on repair of a gun or guns in the same letter — This delays service.

Please do not ship sample parts to Firearms Factory unless it is impossible to identify from the Parts List or Instruction Folder. See shipping instructions concerning **FACTORY SERVICE**.

The sale of barrels, bolts and receivers is restricted. Special tools and gauges are required for assembly.

Parts will be furnished for discontinued models as long as the supply is available. It is not possible to supply parts for models or repair any guns not listed in Complete Line Parts Lists.

All parts will be shipped as ordered. Since parts are made to close dimensions, a particular part may require slight adjustment or fitting to assure proper function of the arm.

IMPORTANT: Do not combine Part Orders with Gun Service Orders. Please send Part Orders direct to:

REMINGTON ARMS COMPANY, INC.
PARTS DEPT.
ARMS SERVICE DIVISION
Ilion, New York 13357

INSTRUCTIONS FOR FACTORY SERVICE

Please read carefully before making shipment to the Firearms Plant at
ILION, NEW YORK

Please package carefully when shipping firearms to factory. Use plenty of cushioning material to prevent movement of gun or gun parts in package during transit.

Please do not ship gun in a gun case, or special container that must be returned from factory. The return of gun or parts will be greatly speeded if properly packaged in a throw-away carton.

All shipments should have forwarding and return address clearly marked on gun package as well as on attached letter.

To further improve service — please attach complete letter of information securely on outside of each package returned to factory for repairs.

Please do not return gun accessories such as sling straps, quick release swivels, special boots, covers, telescopes, mounts or any special equipment to factory with gun shipment.

Give full condition of contents — stock and fore-end damage (if any), metal damage (if any), barrel bent or damaged (if any), parts missing, etc. A full description will make possible a more accurate list of needed repairs.

Cover only one subject in letter or order. Do not order spare parts and give instructions on repair of a gun or guns in the same letter — This delays service.

To avoid all possible delay in starting work on gun or parts, please include in first order or letter the trouble to be corrected, any changes desired or parts to be replaced.

If an estimate is required before work is started, please advise. Otherwise we will proceed with necessary work and send you a statement of the cost. In this manner, gun or parts can be reshipped at the earliest possible date.

Remington gun parts are not interchangeable with those of any other make. For this reason the Remington Arms Company, Inc. cannot service any gun not of our manufacture.

Repairs will be made on discontinued models as long as supply of parts is available. However, repairs cannot be made for models which are not listed in complete line Parts Lists.

IMPORTANT: Before packaging guns for return to factory, **ALL LIVE AMMUNITION SHOULD BE REMOVED.**

If live ammunition is included in package, shipment cannot be made by Insured Mail. All other shipments may be made by Insured Mail, Express, Motor Transport, or Freight.

Please send repairs direct to:

REMINGTON ARMS COMPANY, INC.
ARMS SERVICE DIVISION
Ilion, New York 13357

HIGH POWER CARBINE

MOHAWK
600

FIXED BOX MAGAZINE

BOLT ACTION REPEATER

INSTRUCTION FOLDER and PARTS LIST

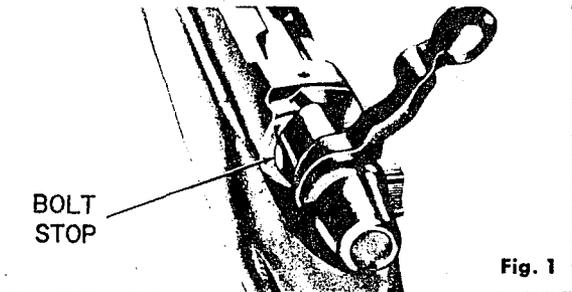


Fig. 1

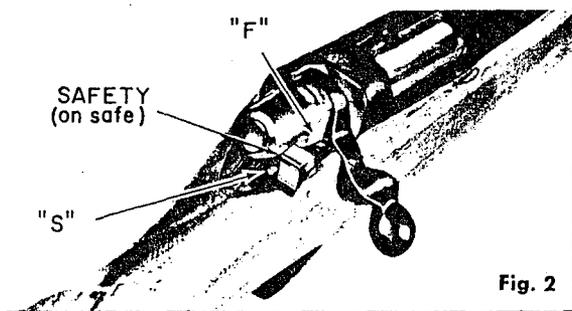


Fig. 2

The Mohawk 600 is a light-weight, compact length carbine. In the 308 Win., 6mm Rem. and 243 Win. calibers, capacity of five (5) cartridges is possible — four (4) in the fixed magazine and one in the barrel chamber. In the 222 Rem. caliber, magazine capacity is five (5) cartridges.

ACTION — The Mohawk 600 includes a strong, steel shrouded bolt face and a jacket type bolt plug. A solid piece bolt with close fitting handle can be easily removed for takedown purposes. The receiver is fitted with removable plug screws for receiver sights or telescope mounts.

STOCK — The full length Monte Carlo stock features a form fitting pistol grip and custom checkering. A sling strap, complete with mountings, is available as an accessory at extra cost.

CAUTION — While handling, carrying, loading or unloading rifle, make sure that muzzle is pointed in a safe direction.

TO PUT BOLT IN RIFLE — Align bolt lugs to receiver, rotate safety forward and slide cocked bolt into rifle.

TO REMOVE BOLT — Push safety forward to unlock bolt and raise bolt handle. Pull bolt rearward. Press down on front of bolt stop (located in left rear of bolt channel of receiver) with small, flat key or screw driver (Fig. 1). Allow bolt to slide back and disassemble as bolt stop is passed.

SAFETY (Fig. 2) — Side lever type safety is located at right rear of receiver. Close bolt and rotate safety to rear stop position marked "S" on receiver. In this position, trigger cannot be pulled to fire rifle and bolt handle cannot be raised to unlock and open action.

FIRE — Rotate safety to forward stop position marked "F" on receiver. Trigger can be pulled to fire rifle and bolt handle can be raised to open action. **CAUTION:** Before loading make sure barrel bore is clear — free of heavy oil, grease, or any obstruction.

TO SINGLE LOAD — Raise bolt handle and pull bolt rearward to open action. With muzzle pointed in **SAFE** direction, load cartridge into breech. Close bolt to chamber cartridge and lower bolt handle to lock action. Rotate safety to rear **ON SAFE** position.

TO UNLOAD BARREL CHAMBER — Point muzzle in **SAFE** direction. Rotate safety to forward **FIRE** position and raise bolt handle to unlock action. Pull bolt rearward until tip of bullet clears receiver. Lift cartridge from rifle.

TO LOAD MAGAZINE — Open bolt. Point muzzle in **SAFE** direction. Load cartridges directly into magazine in conventional manner.

TO UNLOAD MAGAZINE — **Caution:** Make certain barrel chamber is empty when unloading magazine. Pull bolt rearward and then push forward until cartridge is released from magazine. Lift cartridge from rifle. Repeat until magazine is empty.

SIGHTS — The Mohawk 600 is factory equipped with open sights (Fig. 3). Windage or elevation adjustment may be made with rear sight. The front sight is "fixed" type, not adjustable for windage or elevation.

ELEVATION OR RANGE — If shots are too high, loosen elevation screw and lower rear sight eyepiece. If shots are too low, rear sight eyepiece should be raised.

WINDAGE — The rear sight eyepiece may be moved left or right by loosening the windage screw. If rifle shoots to left, the rear sight eyepiece should be moved to right. Should rifle shoot to right, move rear sight eyepiece to left.

NOTE: Windage screw is located in front of the rear sight eyepiece.

CLEANING AND CARE — **Caution:** Make sure rifle is empty of live ammunition before cleaning. To make cleaning of barrel or bolt easier remove bolt from rifle. (See Fig. 1). Use a good petroleum solvent for cleaning of parts.

CLEANING OF BARREL — Use lightly oiled, soft cloth and clean from breech to muzzle. Scrub barrel bore and cartridge chamber in barrel with a good bore solvent, if necessary. Wipe dry and re-oil bore and chamber very lightly.

CLEANING OF BOLT — Brush face of bolt to remove shooting residue. Wipe dry and re-oil very lightly. To prevent undue wear, lubricate cam surfaces at rear of bolt — top and bottom. Additional care and cleaning of bolt parts can be done, if necessary.

TO DISASSEMBLE BOLT PARTS — Remove bolt. Pull firing pin head back until coin or similar piece can be inserted in slot near back edge of firing pin head (Fig. 4). Then hold bolt handle and turn bolt plug at rear until entire firing pin assembly can be unscrewed and removed from bolt assembly. Reassemble in reverse order.

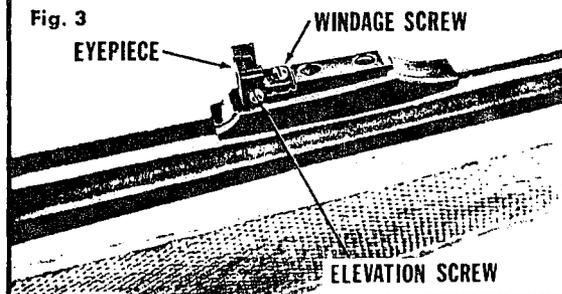
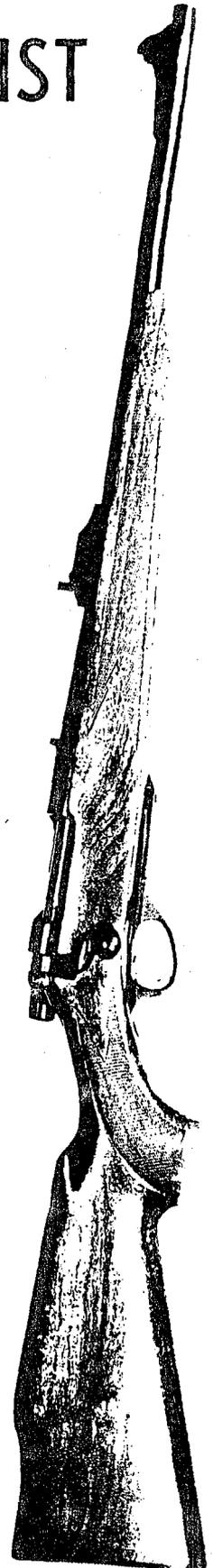


Fig. 3



REMINGTON ARMS COMPANY, INC.

INTER-DEPARTMENTAL CORRESPONDENCE



Bridgeport, Connecticut
February 5, 1973

BROWN V. REMINGTON

The Brown case was settled before trial for \$8,500.

The plaintiff alleged that his left foot was permanently disabled when his hunting companion, Charles Kuncher, attempting to unload his new Remington 30-06, Model 700, accidentally discharged the gun in the plaintiff's direction when he put the safety in the off position without touching the trigger. Remington's defense, which was based upon our examination of the subject firearm, was that sometime after the gun had left the factory the sear and connector engagement had been reduced to a point where the movement of the safety could cause the gun to discharge. Our position was based upon the observation that the seal and staking on the trigger engagement screw was broken, and that marks were evident on the screw head slot indicating some adjustment had been attempted. The plaintiff's counsel acknowledged this objective evidence, but maintained that the adjustment was attempted after the accident had occurred when he and the plaintiff tried to duplicate the unintentional firing in front of several witnesses. Since the case was going to turn solely on the credibility of the plaintiff and his witnesses, and because Charles Kuncher was uninsured and thus would be unable to participate in any judgment in the plaintiff's favor, the settlement effected to avoid cost of litigation and risk of liability seems to have been in Remington's best interest.

RBS/rk


R. B. Sperling

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY, PENNSYLVANIA.
CIVIL ACTION - LAW

THOMAS JOHN BROWN,)
Plaintiff)
vs) No. 865 Ap Term, 1971
MONTGOMERY WARD AND COMPANY,)
INC., a corporation, and)
REMINGTON ARMS CO., INC., a)
corporation,)
Defendants)

COMPLAINT IN TRESPASS
FIRST COUNT

Thomas John Brown

v.

Montgomery Ward and Co., Inc.

1. Plaintiff, Thomas John Brown, is an individual and resides at 244 Owens Avenue, Derry, Westmoreland County, Pennsylvania.

2. Defendant, Montgomery Ward and Co., Inc., is a corporation authorized to do business in the Commonwealth of Pennsylvania with a place of business at the Greengate Mall, Greensburg, Westmoreland County, Pennsylvania.

3. Defendant, Remington Arms Co., Inc., is a corporation organized and existing under the laws of the State of Connecticut, and authorized to do business in the Commonwealth of Pennsylvania, and actually doing business through Montgomery Ward and Co., Inc.

4. On December 3, 1970, Charles Kuncher, (not a party to this action), of Derry, Westmoreland County, Pennsylvania, purchased a Remington 30.06 Model 700 rifle from Montgomery Ward and Co., Inc. at the Greengate Mall branch of said Company.

5. Montgomery Ward and Co., Inc., is engaged in the sale of firearms.

6. On December 12, 1970, at or about 11:15 o'clock, A. M. Charles Kuncher, along with the plaintiff, was hunting with other individuals when Charles Kuncher attempted to unload his rifle and the said rifle, without notice and without instance of Charles Kuncher, discharged, causing injuries and damages to the plaintiff Thomas John Brown, as hereinafter set forth.

7. At no time between the date of the purchase and the date of the accident was the said firearm changed or altered in any manner. Nor was the same tampered with in any way. It was expected to, and it did reach Charles Kuncher without substantial change in the condition in which it was sold.

8. As a result of a defective condition which existed in the firearm, making it unreasonably dangerous to the plaintiff, the same discharged, causing damages and injuries to the plaintiff, Thomas John Brown.

9. The plaintiff was damaged as a result of the aforementioned defective condition of the rifle, and sustained the following serious and severe injuries, all of which may be permanent in nature:

- a. Oblique comminuted fracture of the distal end of the shaft of the second and third metatarsal bones of the left foot;
- b. Injuries and damages to the muscles, ligaments, tendons, and bones of the left foot;
- c. Bruises and contusions in and about the muscles, ligaments, tendons, tissues of the left foot and other affected areas;
- d. Other serious and severe injuries.

10. As a result of the defective condition of the rifle, the plaintiff was caused to sustain further damages as the result of his injury, as follows:

- a. He was caused to suffer great pain, inconvenience, embarrassment and mental anguish;
- b. He has been and will be deprived of his earnings;
- c. His earning power has been impaired;
- d. He has been and will be required to expend large sums of money for surgical and medical attention, hospitalization, medical supplies, surgical appliances, and medicines.

WHEREFORE, the plaintiff demands judgment against the defendant in a sum in excess of \$10,000.00.

SECOND COUNT

Thomas John Brown
v.
Remington Arms Co., Inc.

11. Plaintiff incorporates by reference, Paragraphs 1 thru 10, as if the same were set out with particularity.

12. Remington Arms Co., Inc., is a corporation which manufactures and supplies firearms and ammunition to the defendant, Montgomery Ward and Co., Inc.

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

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

WHEREFORE, plaintiff demands judgment against the defendant, Remington Arms Co., Inc., in an amount in excess of \$10,000.00.

BOYLE, NAKLES, REEVES & STILLWAGON

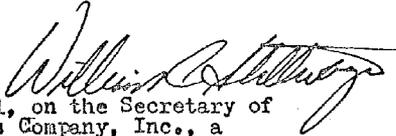
By:

²⁴
Ned J. Nakles

Ned J. Nakles

¹³
William C. Stillwagon

William C. Stillwagon
Attorneys for Plaintiff



Served the within Complaint in Trespass, June 18, 1971, on the Secretary of the Commonwealth, C. DeLores Tucker, on behalf of Remington Arms Company, Inc., a corporation, at Bridgeport, Connecticut 06602, by mailing a copy of the within Complaint, certified by the Plaintiff, in a registered letter, postage prepaid, to the said Secretary of the Commonwealth, at Harrisburg, Pennsylvania, as will appear from registry receipt and return card attached hereto and made a part of this return.

So answers,
John W. Peck
Sheriff

<p>COURT OF COMMONWEALTH CIVIL ACTION - LAW No. <i>865-11</i> Term, 1971</p>	<p>THOMAS JOHN BROWN, Plaintiff</p> <p>VS</p> <p>MONTGOMERY WARD AND COMPANY, INC., a corporation, and REMINGTON ARMS CO., INC., a corporation, Defendants</p>	<p><u>COMPLAINT IN TRESPASS</u></p>	<p>To the within Defendants:</p> <p>You are hereby notified to plead to the within Complaint within 20 days from the date of service hereof, or a default judgment may be rendered against you.</p>	<p><i>William C. Stillwagon</i> Attorney for Plaintiff</p> <p>LAW OFFICES BOYLE, NAKLES, REEVES & STILLWAGON 15 EAST OTTERMAN STREET GREENSBURG, PENNSYLVANIA 15601</p>
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Remington.



8/15/80 ✓

REMINGTON ARMS COMPANY, INC.

TELEK
954-201
STRATFORD, CT

SPORTING ARMS-AMMUNITION-TARGETS-TRAPS
BRIDGEPORT, CONNECTICUT 06602

TELEPHONE
203-333-1112

August 15, 1980

Mr. Richard W. Hall
Claims Supervisor
Liberty Mutual Insurance Co.
3715 Main Street
Bridgeport, CT 06601

Juan Lopez v.
Remington Arms Company, Inc.
PD186-7937, 7938

Dear Mr. Hall:

Enclosed are summons and complaint served upon Remington's agent for service, the Secretary of State in Hartford, Connecticut, on August 8, 1980. The summons specifies that the answer is due the Monday following 20 days from date of service, which means we have until September 1, 1980, to respond. (Since September 1 is a holiday, perhaps the due date is September 2.)

The complaint alleges that in Texas on October 22, 1978, the plaintiff, a former police officer, sustained serious abdominal injuries when Rudy Lozano, a police officer, pushed the safety lever on his Remington Model 700 (Serial Number 6442084) 30-06 caliber rifle to the "fire" position and the gun discharged.

Liberty Mutual presently has a file on this matter.

Please make the appropriate arrangements to defend Remington's interests in this matter pursuant to the terms of our policy. Kindly advise as to choice of counsel in accordance with our prior understanding.

Very truly yours,

REMINGTON ARMS COMPANY, INC.

Encs.
2cc: Liberty Mutual

file



Barbara B. Kennelly
Secretary of the State
Marc Rosen
Deputy Secretary of the State

Office of the Secretary of the State
State of Connecticut
P.O. Box 846, 30 Trinity Street
Hartford, Connecticut 06115

203-566-4346

August 11, 1980

Remington Arms Company, Inc.
939 Barnum Ave.
Bridgeport, Conn. 06602

Re: Juan Lopez vs. Remington Arms Company

Gentlemen:

Legal process was served August 8, 1980

on the Secretary of the State as statutory attorney in the above
matter. Enclosed is a copy of this document.

Sincerely,

Barbara B. Kennelly
Secretary of the State

Maura L. Kelley
Maura L. Kelley
Director, Corporations Division

EMK/lk

THE STATE OF TEXAS

TO: Remington Arms Company, Inc. - 939 Barnum Avenue, Bridgeport, Connecticut 06602 - By serving their agent Secretary of State, 30 Trinity, Hartford Connecticut 06115

Defendant , Greeting:

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition at or before ten o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable

229th Judicial Court of Duval

County, Texas, at the Court House of said County in San Diego , Texas.

Said Plaintiff's Petition was filed in said Court, on the 21st, day of July A. D. 19 80 in this cause, numbered 10,902 on the docket of said court, and styled,

Juan Lopez -----Plaintiff ,

VS. Remington Arms Company Inc. -----Defendant ,

The nature of Plaintiff's demand is fully shown by a true and correct copy of Plaintiff's Petition, accompanying this citation and made a part hereof.

If this citation is not served within ninety days after the date of its issuance, it shall be returned unserved.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates hereof, and make due return as the law directs.

Issued and given under my hand and the seal of said Court at San Diego , Texas, this the 29th day of July A. D. 19 80.

Attest: A. Salinas Clerk District Court,

Duval County, Texas.

(SEAL) A TRUE COPY ATTEST: DEPUTY SHERIFF JOSEPH A. RUBERA HARTFORD, CONN. 500-1222

By N. S. Gonzalez, Deputy

Rule 205: "The citation shall be served by the officer delivering to each defendant, in person, a true copy of the citation with the date of delivery endorsed thereon and with a copy of the petition attached thereto."

SHERIFF'S RETURN

Came to hand on day of, 19....., at o'clock
 M., and executed in County,, by delivering to
 each of the within-named defendants, in person, a true copy of this Citation, having first endorsed there-
 on the date of delivery; together with the accompanying true and correct copy of the Plaintiff's petition,
 at the following times and places, to-wit: *

NAME	DATE			TIME			Place, and Course and Distance From Court House	Mileage
	Month	Day	Year	Hour	Mfn.	M.		

And not executed as to the defendant...,

the diligence used in finding said defendant..., being:.....

and the cause of failure to execute this process is:.....

and the information received as to the whereabouts of the said defendant..., being:.....

I am a disinterested person competent to make oath of the fact.

I actually and necessarily traveled.....miles in the service of this Writ in
 addition to any other mileage I may have traveled in the service of other process in the same case
 during the same trip.

FEES—Serving.....cop... \$.....

Mileage.....miles \$.....

Total..... \$.....

Subscribed and sworn to by.....

before me, the undersigned authority, this..... day of..... A. D., 19.....

CERTIFICATE OF DELIVERY

I do hereby certify that I delivered to.....

....., on the..... day of.....

19....., at..... o'clock..... M., this copy of this instrument.

A TRUE COPY
 ATTEST:
 DEPUTY S. *Joseph H. ...*

File No. 10,902

**NON-RESIDENT
NOTICE**

Juan Lopez

vs.

Remington Arms Company,
Inc.

In District Court

of Duval County, Texas.

Issued

This 27 day of July A. D., 19 80

A. Salinas

Clerk District Court

By *H. H. ...*, Deputy.

Filed

This..... day of..... A. D., 19.....

Clerk..... Court

By....., Deputy.

FOR SALE BY STAFFORD-LOWDER CO. FORT WORTH

RECEIVED
STATE OF CONNECTICUT
NO. 10,902

AUG 11 1980

JUAN LOPEZ

VS.

By Boahner B. Kennally
SECRETARY OF STATE
Time 12 A.M.
P.M.
REMINGTON ARMS COMPANY,
INC.

IN THE DISTRICT COURT
229th JUDICIAL DISTRICT
DUVAL COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

COMES NOW Juan Lopez, Plaintiff, complaining of Remington Arms Company, Inc., defendant, and as cause of action would show the court as follows:

I.

Plaintiff, Juan Lopez, is a resident of the State of Texas. Remington Arms Company, Inc., defendant, is a foreign corporation, incorporated in the State of Delaware, doing business in Texas and maintaining their corporate headquarters at 939 Barnum Avenue, Bridgeport, Connecticut 96602. The defendant may be served by serving their agent for service which is the Secretary of State, 30 Trinity, Hartford, Connecticut 06115. The defendant may also be served by serving the Secretary of State of the State of Texas.

II.

On October 22, 1978, Plaintiff was seriously and permanent injured in Duval County, Texas, when a Remington model 700, 30-06 Calibre rifle, serial number 6442084, suddenly discharged while in the safety position, Proximately Resulting in serious abdominal injuries.

III.

At the time the rifle left the control of the defendant, it was in a defective condition, unreasonably dangerous to a user or a consumer such as Plaintiff, which defective condition was a producing cause of Plaintiff's injury. Further, Plaintiff will show the defendant breached warranties of fitness for use intended and merchantability, whether explicit or implied.

IV.

As a result of this occurrence, Plaintiff has suffered and will suffer great physical pain and mental anguish, medical and doctor bills, past and future, and lost earnings and earning capacity, all of which exceed the minimum Jurisdictional limits of this court, and for all of which your Plaintiff sues.

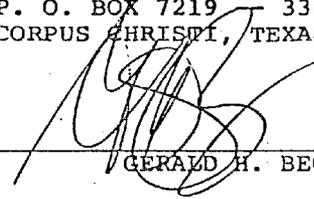
V.

WHEREFORE, PREMISES CONSIDERED, your Plaintiff prays that the defendant be cited to appear and answer herein; that upon final hearing he have judgment against the defendant for his damages, cost of court and general relief.

Respectfully submitted,

HUERTA, PENA, BECKMAN & RODRIGUEZ
ATTORNEYS AT LAW
P. O. BOX 7219 3301 AYERS ST.
CORPUS CHRISTI, TEXAS 78415

BY:



GERALD H. BECKMAN

STATE OF TEXAS
COUNTY OF DUVAL

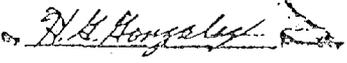
I, A. Salinas, District Clerk of Duval County, Texas do hereby certify that the foregoing is a true and correct copy of the original record, now in my lawful custody and possession

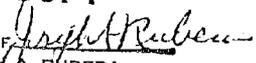
Filed on July 21st, 1980

on file in my office

Witness my official hand and seal of office, this

July 21st, 1980

A. SALINAS, District Clerk,
Duval County, Texas


A TRUE COPY
ATTEST:
DEPUTY SHERIFF 
JOSEPH A. RUBERA
HARTFORD, CONN.
566-4930

REMINGTON ARMS COMPANY, INC.

INTER-DEPARTMENTAL CORRESPONDENCE



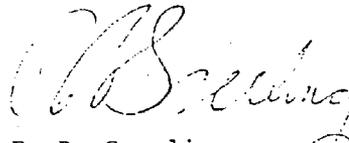
Bridgeport, Connecticut
October 10, 1979

PARKER V. REMINGTON, ET AL.

This case in Texas, with approval of the plaintiffs, has been dismissed.

The suit involved the allegations that the plaintiffs were injured in 1976 when a Remington Model 700, bolt action .243, discharged through a bathroom door while another member of the family was moving the safety lever on the firearm to the "fire" position in order to unload the gun.

The plaintiffs were unable to find a firearms' expert who would state that there was a defect in the subject gun. After several conferences with our attorney, Bob McKissick (who was also our attorney in the Coates case), the plaintiffs, whose injuries were minor, agreed to allow the case to be dismissed.



R. B. Sperling

RBS:hss

Remington
CO. INC.

REMINGTON ARMS COMPANY, INC.

PETERS
CO. INC.

MANUFACTURERS OF
SPORTING FIREARMS, AMMUNITION

SPORTING FIREARMS, TRAPS, IION, NEW YORK
AMMUNITION, BRIDGEPORT, CONNECTICUT
IONOKE, ARKANSAS

TRAPS

TARGETS

PETERS CARTRIDGE DIVISION
BRIDGEPORT, CONNECTICUT
TARGETS, FINDLAY, OHIO
ADA, OKLAHOMA
ATHENS, GEORGIA

BRIDGEPORT, CONNECTICUT 06602

CABLE--HARTLEY, BRIDGEPORT

December 8, 1978

TELEX: 964-201 STRATFORD, CONN.

Mr. Richard W. Hall
Claims Supervisor
Liberty Mutual Insurance Co.
3715 Main Street
Bridgeport, Conn. 06602

Parker v. Remington Arms Company, Inc., et al.

Dear Dick:

Attached are summons and complaint served upon Remington's office in Wilmington, Delaware, on December 5, 1978, by Certified Mail from the State of Texas. The summons specifies that we have 20 days from date of service to respond, which means we have until December 26, 1978, to file our answer.

The complaint alleges that the plaintiffs were injured in 1976 when a Remington Model 700, bolt action 243 (Serial Number 6399226 - firearm manufactured in 1971), discharged while the plaintiffs' brother was moving the safety lever on the firearm to the fire position in order to unload the gun.

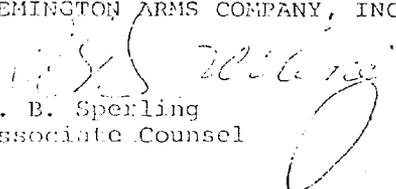
This is Remington's first notice of this accident.

Please make the appropriate arrangements to defend Remington's interests in this matter pursuant to the terms of our policy. The model allegedly involved in this present case is not one of the models currently being recalled by Remington as the result of the Coates settlement. However, because the allegations are so similar to the allegations in Coates, we would request that this case be referred to Special Claims in order to take advantage of the experience they obtained in handling the Coates matter.

We would also request that Remington be contacted before counsel for this litigation is retained.

Very truly yours,

REMINGTON ARMS COMPANY, INC.


R. B. Sperling
Associate Counsel

NBS:has
2cc: Liberty Mutual



85-76460

STATE OF TEXAS
OFFICE OF THE SECRETARY OF STATE
AUSTIN, TEXAS 78711

Steven C. Oaks
Secretary of State

November 28, 1978

Remington Arms Company, Inc.
101 W. 10th Street
Wilmington, Delaware 19801

Re: Gregg R. Parker, et al VS Remington Arms Company, Inc., et al
in the 112th Judicial District Court of Sutton County, Texas.
Cause #2298.

Dear Sir:

Pursuant to the Laws of Texas, we forward herewith by
Certified Mail, return receipt requested a copy of process
(XX) served, () delivered to the Secretary of State of the
State of Texas on Nov. 28, 1978.

Yours truly,

A handwritten signature in cursive script that reads "S. C. Oaks".

Steven C. Oaks
Secretary of State

SCO:cc

CC: Mr. Jeffrey C. Anderson
126 Villita Street
San Antonio, Texas 78205

CITATION

THE STATE OF TEXAS

1. REMINGTON ARMS COMPANY, INC.
101 W. 10th St., Wilmington, Delaware 19801
By serving the Secretary of the State of Texas

Defendant, in the hereinafter styled and numbered cause:

YOU ARE HEREBY COMMANDED to appear before the 112th District Court of
Sutton County, Texas, to be held at the courthouse of said County in the City of
Sonora Sutton County, Texas, by filing a written answer to the
petition of plaintiff at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the
date of service hereof, a copy of which accompanies this citation, in cause number 2298, styled
GREGG R. PARKER AND CAROL ANN PARKER Plaintiff,
vs. REMINGTON ARMS COMPANY, INC., ET AL Defendant,
filed in said court on the 17th day of November, 1978.

Handwritten initials 'E.H.' on the left margin.

If this citation is not served within 90 days after date of its issuance, it shall be returned unexecuted.
ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this 17th day of
November, 1978.

Signature of District Clerk of Sutton County, Texas.

District Clerk of Sutton County, Texas
By Deputy.

OFFICER'S RETURN

Came to hand on the day of 1978, at o'clock A.M.
Executed at within the County of at o'clock A.M.
on the day of 1978, by delivering to the within named

to person,
a true copy of this citation together with the accompanying copy of the petition, having first attached such copy of
such petition to such copy of citation and indorsed on such copy of citation the date of delivery.

Not executed, the diligence used to execute being
for the following reason
the defendant may be found

The distance actually traveled by me in serving such process was miles, and my fees are as
follows:

For serving this citation
For mileage
Total fees \$

Sheriff Account
No.

TOGETHER WITH WHICH WITNESS MY HAND OFFICIALLY.

Signature of Sheriff/Constable
County, Texas
By Deputy.

Filed
Return received

NO. 2298

GREGG R. PARKER AND CAROL ANN PARKER § IN THE DISTRICT COURT

VS. § 12th JUDICIAL DISTRICT

REMINGTON ARMS COMPANY, INC., § SUTTON COUNTY, TEXAS

LARRY L. ROBERTS, Applicant §

for the Estate of MELTON L. ROBERTS, DECEASED, D/B/A §

ROBERTS HARDWARE AND FALCON MARINE, INC., D/B/A FALCON §

MARINE, INC. OF ODESSA §

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME Plaintiffs, GREGG R. PARKER and CAROL ANN PARKER, hereinafter referred to as Plaintiffs, complaining of Defendants, REMINGTON ARMS COMPANY, INC., LARRY L. ROBERTS, Applicant for the Estate of MELTON L. ROBERTS, DECEASED, D/B/A ROBERTS HARDWARE AND FALCON FALCON MARINE, INC., D/B/A FALCON MARINE, INC. OF ODESSA, and for cause of action, would show unto the Court as follows:

I.

Plaintiff, GREGG R. PARKER, is a resident/citizen of Waco, Texas. Plaintiff, CAROL ANN PARKER, is a resident/citizen of Sonora, Texas. Defendant, REMINGTON ARMS COMPANY, INC., is a Delaware Corporation doing business in the State of Texas, but without a registered agent for service of process. Pursuant to provisions of Article 2031a of the Texas Revised Civil Statutes, such Defendant may be served through the Secretary of the State of Texas through its registered agent for service in Delaware, REMINGTON ARMS COMPANY, INC., at 101 W. 10th St., Wilmington, Delaware 19801. Defendant, LARRY L. ROBERTS, Applicant for the Estate of MELTON L. ROBERTS, DECEASED, D/B/A ROBERTS HARDWARE, is a resident/citizen of Arlington, Texas, who may be served with process at 3009 Duff Drive, Arlington, Texas 76013. Defendant, FALCON MARINE, INC., D/B/A FALCON MARINE, INC. OF ODESSA, is a Texas corporation doing business in the State of Texas who may be served with process by serving its registered agent for service,

LAW OFFICES OF BOU TH ER B G O L D B E R G & L Y O N S I N C

Filed November 17, 1978
 at 12th District Court
 by Charles Lee Turner
 Charles Lee Turner
 District Clerk, Sutton County, Texas

Joe Roper at 2714 W. Wall Street, Midland, Texas.

II.

At all times material hereto, Defendant, REMINGTON ARMS COMPANY, INC., was and is engaged in the business of designing, manufacturing and selling rifles, and specifically, a Remington 700 BDL, Bolt Action 243, Serial No. 6399226. Such product was intended by the Defendant, REMINGTON ARMS COMPANY, INC., to reach the ultimate consumer, and be used by said consumer in the condition in which it was originally sold.

Plaintiffs would further show that LARRY L. ROBERTS is the applicant for the Estate of MELTON ROBERTS, Deceased owner of Roberts Hardware. Roberts Hardware was the retail distributor of the Remington 700 BDL Rifle, Serial No. 6399226, and that some time prior to November 21, 1976, sold said rifle in the stream of commerce and is also liable under the doctrine of strict liability, as herein set out and all allegations against Defendant, REMINGTON ARMS COMPANY, INC., also apply against the Defendant, LARRY L. ROBERTS, Applicant for the Estate of MELTON L. ROBERTS, D/B/A ROBERTS HARDWARE.

In the alternative, Plaintiffs would also show that Defendant, FALCON MARINE, INC., is the successor in interest to the business known as ROBERTS HARDWARE, having purchased the same sometime subsequent to November 21, 1976, and as such assumed and purchased all assets and liabilities of ROBERTS HARDWARE, and that as such, is also liable under the doctrine of strict liability, as herein set out, and all allegations against the Defendant, REMINGTON ARMS COMPANY, INC., also apply against the Defendant, FALCON MARINE, INC.

III.

On or about November 21, 1976, Plaintiffs' brother, Craig Parker, while in his room located at Box 462, Sonora, Texas 76950, decided to clean and oil Plaintiffs' rifle, a Remington 700 BDL, Bolt Action 243, Serial No. 6399226. Said rifle was loaded at the time. Plaintiffs brother, Craig Parker, while holding said rifle in one hand, pushed the safety switch to the fire position in order to unload said weapon prior to cleaning. Upon pushing the safety switch to the fire

position, the rifle suddenly fired, discharging one round which went through the bedroom wall and into the bathroom area hitting both Plaintiffs and inflicting serious injuries to Plaintiffs as herein described below.

IV.

Plaintiffs would show that prior to November 21, 1976, Defendant, REMINGTON ARMS COMPANY, INC., manufactured and sold a product specifically a Remington 700 BDL Bolt Action 243, Serial No. 6399226, to ROBERTS HARDWARE and represented to MELTON ROBERTS, D/B/A ROBERTS HARDWARE, and to the consuming public that such product would safely do the job for which it was intended; however, said product was in fact unreasonably dangerous for its intended use and contained certain defects both in design and manufacturing which were a producing cause of the injuries and damages sustained by the Plaintiffs.

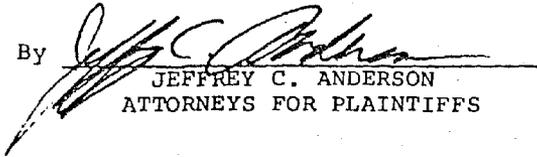
V.

As a result of the incident made the basis of this lawsuit, Plaintiffs were caused to sustain serious personal injuries. Plaintiffs have suffered physical pain and suffering and mental anguish in the past, and will, in reasonable probability, continue to suffer the same in the future. Plaintiffs have also incurred reasonable and necessary hospital, medical and doctor expenses in the past, and will, in reasonable probability, continue to incur the same in the future. Plaintiffs have also suffered physical impairment in the past, and will, in reasonable probability, continue to suffer the same in the future. As a result of the above described injuries, Plaintiffs have been damaged in a sum in excess of the jurisdictional limits of the Court.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be duly cited to answer and appear herein, and that upon final hearing hereon, Plaintiffs have and recover judgment against Defendants, jointly and severally, in a sum in excess of the jurisdictional limits of the Court, that they have interest on the judgment at the legal rate, that they recover their costs of Court, and have such other and further relief, both general and special,

at law and in equity, to which they may show themselves to be
justly entitled.

SOUTHERS, GOLDBERG & LYONS, INC.
126 Villita Street
San Antonio, Texas 78205

By 
JEFFREY C. ANDERSON
ATTORNEYS FOR PLAINTIFFS

Remington.



REMINGTON ARMS COMPANY, INC.

TELEX
964-201
STAMFORD, CT

SPORTING ARMS-AMMUNITION-TARGETS-TRAPS

939 BARNUM AVENUE
P.O. BOX 1939

TELEPHONE
203-333-1112

BRIDGEPORT, CONNECTICUT 06601

December 10, 1981

Mr. Richard W. Hall
Claims Supervisor
Liberty Mutual Insurance Co.
3715 Main Street
Bridgeport, CT 06601

Re: David Toltzman v.
Remington Arms Company, Inc., et al.

Dear Dick:

Enclosed are summons and complaint from the State of Wisconsin personally served on Remington here in Bridgeport on December 9, 1981. The summons specifies that we have 20 days from date of service in which to file an answer, which means we must respond by December 30, 1981.

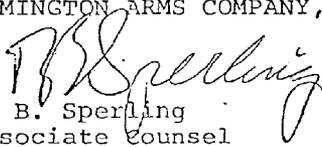
The complaint alleges that in 1978, a Remington Model 700 rifle (Serial No. A6568699) accidentally discharged while in the hands of co-defendant, Gary Lennartz, resulting in the plaintiff suffering severe injuries to his face, jaw and teeth. The plaintiff's claim against Remington is based upon the contention that the gun discharged upon release of the safety without the trigger being pulled. The plaintiff is suing Remington for \$50,000 in compensatory damages and for \$50,000 in punitive damages.

Kindly make the appropriate arrangements for the defense of Remington's interests in this matter pursuant to the terms of our policy. Please advise as to choice of counsel in accordance with our prior understanding.

Remington is incorporated under the laws of Delaware, and is not qualified to do business in Wisconsin.

Very truly yours,

REMINGTON ARMS COMPANY, INC.


R. B. Sperling
Associate Counsel

RBS:hss
2cc: Liberty Mutual
Enclosures

file

DAVID L. TOLTZMAN,
Plaintiff,

Vs.

GARY LENNARTZ,
and
REMINGTON ARMS COMPANY, INC.,
a Foreign Corporation,
Defendants.



NOV 17 1981

CASE NO. 81-CV-439-S

Now comes the plaintiff in the above entitled action by his attorney, John D. Day, and as a cause of action against the above named defendants, alleges and shows to the Court as follows:

1. That the plaintiff is an adult and resides at Route 1, Spencer, Clark County, Wisconsin, and is by occupation a laborer.

2. That the defendant, Gary Lennartz, is an adult and reside to the best of plaintiff's knowledge and belief, in the City of Milwaukee, Milwaukee County, Wisconsin, and that the occupation of said defendant is unknown.

3. That the defendant, Remington Arms Company, Inc., is a foreign corporation, with its principal place of business in the City of Bridgeport, State of Connecticut, and is engaged in the business of manufacturing rifles and other firearms.

4. That on or about the 18th day of November, 1978, the plaintiff, in the company of companions, including the defendant, Gary Lennartz, was deer hunting during the open season for White Tail Deer at a location in the Town of Unity, Clark County, Wisconsin.

5. That at said time and place the plaintiff sustained a severe and disabling injury when he was shot in the face and particularly in the area of the jaw and teeth by a Remington Mode.

DAY & GROSS
Attorneys At Law
SPENCER, WIS.

700 Rifle, Serial No. S/N A6568699, owned and operated by the defendant, Gary Lennartz.

6. That at the time and place of said accident, the defendant, Gary Lennartz, was negligent in the manner in which he handled and controlled the firearm held by him and allowing the same to discharge in the direction of the plaintiff.

7. That the defendant, Remington Arms Company, Inc., was negligent in the manner in which it designed the Remington Model 700 Rifle owned by the defendant, Gary Lennartz, in that the design of said rifle permitted the same to be discharged without the proper triggering of said rifle and further in the manner in which it manufactured the ammunition for said rifle.

8. That as a result of the negligence of the defendants, the plaintiff incurred medical expenses and dental expenses and lost wages because of his inability to perform his duties and has endured and will endure considerable pain, suffering and disfigurement as a result of the gunshot wound and has sustained a permanent injury, all to his damages in the sum of Fifty Thousand (\$50,000.00) Dollars.

9. That as and for a separate and additional claim for damages and cause of action against the Remington Arms Company, Inc., the plaintiff alleges that the defendant, Remington Arms Company, Inc., knew or should have known that the Remington Model 700 Rifle was dangerously defective in that the said rifle had a propensity to discharge without trigger pull upon release of the safety mechanism; that corrective design changes could have been made prior to the date of the incident of November 18th, 1978, to correct such defect; that Remington Arms Company, Inc. failed to notify users of the Remington Model 700 Rifle of the potential danger when such danger was or should have been apparent

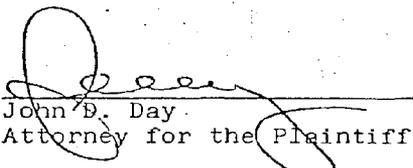
JAY & CROSS
Attorneys At Law
SPENCER, WIS.

to them and that the failure of the Remington Arms Company, Inc. to warn the users or to correct such defects constituted intentional, deliberate, reckless, willful, wanton, gross, callous, malicious, and fraudulent disregard for the safety of those persons engaged in hunting parties in which another member of the hunting party was equipped with and using a Remington Model 700 Rifle and that the plaintiff is entitled to punitive damages against the defendant, Remington Arms Company, Inc., in the amount of Fifty Thousand (\$50,000.00) Dollars in addition to all compensatory damages awarded herein.

WHEREFORE, plaintiff prays judgment as follows:

1. For the sum of Fifty Thousand (\$50,000.00) Dollars as compensatory damages against the defendants, Gary Lennartz, and Remington Arms Company, Inc., jointly and severally.
2. For the additional sum of Fifty Thousand (\$50,000.00) Dollars punitive damages against Remington Arms Company, Inc.
3. For the costs and disbursements of this action.
4. For such other and further relief as may be just and equitable.

DAY & GROSS
Attorneys At Law
SPENCER, WIS.


John D. Day
Attorney for the Plaintiff

Post Office Address:

107 N. LaSalle Street
Spencer, WI 54479

Telephone No. (715) 659-3840