

IN THE CIRCUIT COURT OF OUACHITA COUNTY, ARKANSAS
SIXTH DIVISION

SHANE CURTIS

PLAINTIFF

v.

No. CV 2003-186-6

CONNECTICUT VALLEY ARMS, INC.,
CONNECTICUT VALLEY FIREARMS, INC.
BLACKPOWDER PRODUCTS, INC.,
D. C. 1980, INC., DIKAR, S. COOP. LTDA,
ELLETT BROTHERS, INC., FALWELL'S, INC.,
d/b/a WESTERN AUTO ASSOCIATE STORE,
HODGDON POWDER COMPANY, INC.,
KNIGHT RIFLES, INC., an Affiliate of
EBSCO, INC., MODERN MUZZLELOADING, INC.,
NOSLER, INC., AMMUNITION ACCESSORIES,
INC., AND JOHN DOES 1-10

STATE OF ARKANSAS

County of Ouachita SS

FILED ON THIS 9 DAY OF Dec. 2003
at 1:40 o'clock P.M.

Betty Lemons, Circuit Clerk

BY: Betty Lemons -B.L.

DEFENDANTS

SEPARATE ANSWERS OF CONNECTICUT
VALLEY ARMS, INC. AND BLACKPOWDER PRODUCTS, INC.

Come Separate Defendants, Connecticut Valley Arms, Inc. and Blackpowder Products, Inc., by their attorneys, Barber, McCaskill, Jones & Hale, P.A., and for their Answers to Plaintiff's Amended Complaint, state:

1. Deny each and every material allegation contained and set forth in Plaintiff's Amended Complaint, unless hereinafter admitted.
2. Specifically deny each and every material allegation contained and set forth in Plaintiff's Amended Complaint as against these Defendants, unless hereinafter admitted.
3. Specifically deny the allegations contained and set forth in paragraph two (2) of Plaintiff's Amended Complaint.
4. Specifically deny the allegations contained and set forth in paragraph four (4) of Plaintiff's Amended Complaint.

5. Specifically deny the allegations contained and set forth in paragraph five (5) of Plaintiff's Amended Complaint.

6. Specifically deny the allegations contained and set forth in paragraph sixteen (16) of Plaintiff's Amended Complaint.

7. Specifically deny the allegations contained and set forth in paragraph seventeen (17), of Plaintiff's Amended Complaint.

8. Specifically deny the allegations contained and set forth in paragraph eighteen (18) of Plaintiff's Amended Complaint.

9. Specifically deny the allegations contained and set forth in paragraph nineteen (19) of Plaintiff's Amended Complaint.

10. Specifically deny the allegations contained and set forth in paragraph twenty (20) of Plaintiff's Amended Complaint.

11. Specifically deny the allegations contained and set forth in paragraph twenty-one (21) of Plaintiff's Amended Complaint.

12. Specifically deny the allegations contained and set forth in paragraph twenty-two (22) and all subparts of Plaintiff's Amended Complaint.

13. Specifically deny the allegations contained and set forth in paragraph twenty-three (23), with all subparts of Plaintiff's Amended Complaint.

14. Specifically deny the allegations contained and set forth in paragraph twenty-four (24) of Plaintiff's Amended Complaint.

15. Specifically deny the allegations contained and set forth in paragraph twenty-five (25) of Plaintiff's Amended Complaint.

16. Specifically deny the allegations contained and set forth in paragraph twenty-eight (28) of Plaintiff's Amended Complaint.

17. Specifically deny the allegations contained and set forth in paragraph twenty-nine (29) of Plaintiff's Amended Complaint.

18. Specifically deny the allegations contained and set forth in paragraph thirty (30) of Plaintiff's Amended Complaint.

19. Specifically deny the allegations contained and set forth in paragraph thirty-one (31) of Plaintiff's Amended Complaint.

20. Specifically deny the allegations contained and set forth in paragraph thirty-two (32) of Plaintiff's Amended Complaint.

21. These Defendants affirmatively state that neither of them had anything to do with the design, purchase, sale, recall, or in any other manner with regard to the muzzle-loading rifle used by Plaintiff and the subject of Plaintiff's Amended Complaint filed herein.

22. These Defendants affirmatively plead the doctrine of comparative fault and state that if Plaintiff was damaged, as alleged in the Amended Complaint filed herein, then said damages were proximately caused as a result of his own negligence in failing to exercise ordinary care under the circumstances and assuming the risk of his own injuries.

23. These Defendants affirmatively plead all defenses contained and set forth in the Arkansas Products Liability Act, same being Ark. Code Ann. § 16-116-101, et seq.

24. These Defendants adopt all affirmative defenses and all other denials of liability asserted by any other defendant herein.

25. These Defendants affirmatively plead the doctrine of efficient intervening proximate cause and state that if Plaintiff was damaged, as alleged in his Amended Complaint filed herein, then said damages were proximately caused as a result of acts of persons or entities who may or may not be parties to this litigation, but not on the part of these Defendants.

26. These Defendants move for an apportionment of fault, if any, under Arkansas law, pursuant to the Arkansas Uniform Contribution Among Joint Tortfeasors Act, Ark. Code Ann. § 16-61-201, et seq.

27. MOVES TO DISMISS all allegations of punitive damages contained in Plaintiff's Amended Complaint on the grounds that it fails to allege sufficient facts to state a cause of action for punitive damages under Arkansas law and also because the allegation of punitive damages violates the Constitution of the United States and the State of Arkansas, as they might be applied to these Defendants.

28. These Defendants specifically reserve the right to amend their Answer or otherwise plead further in this cause.

29. These Defendants respectfully demand a trial by jury in this cause.

WHEREFORE, PREMISES CONSIDERED, Defendants, Connecticut Valley Arms, Inc. and Blackpowder Products, Inc., pray that Plaintiff's Amended Complaint be dismissed; that they recover their costs herein expended and for all other legal and proper relief to which they may prove themselves entitled.

Respectfully submitted,

BARBER, McCASKILL, JONES & HALE, P.A.
Attorneys for Connecticut Valley Arms, Inc.,
and Blackpowder Products, Inc.,
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Little Rock, AR 72201
(501) 372-6175
(501) 375-2802 (Fax)

By: 

Glenn W. Jones

AR BIN 63028

-AND-

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(770) 668-0878 (Fax)

CERTIFICATE OF SERVICE

I, Glenn W. Jones, do hereby state on oath that I have mailed a true and correct copy of the above and foregoing pleading, this 2nd day of December, 2003, to the following:

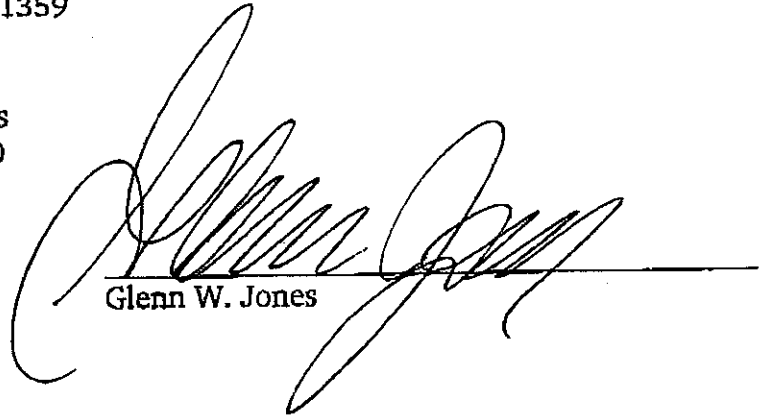
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