

IN THE CIRCUIT COURT OF MARYLAND FOR MONTGOMERY COUNTY

FORBES COUP  
3813 Chaucer Court  
Monrovia, Maryland 21770

Plaintiff

v.

Civil Action No. 49704

CONNECTICUT VALLEY ARMS, INC.  
5988 Peachtree Corners East  
Norcross, Georgia 30071

Serve:  
Hugh R. Powell, Jr.  
1876 Independence Square  
Suite E  
Dunwoody, Georgia 30338

and

SPORTING ANGLER, INC.  
d/b/a  
The Rockville Trading Post  
250 North Washington Street  
Rockville, Maryland

Defendants

FIRST AMENDED COMPLAINT  
(Strict Liability)

1. Jurisdiction is conferred upon this Court pursuant to Md. Cts. & Jud. Proc. Code Ann. §§ 1-501 and 6-103 (1984).

2. Plaintiff Forbes Coup (hereinafter "Coup") is an individual residing at 3813 Chaucer Court, Monrovia, Maryland 21770, in the County of Frederick.

3. Defendant Connecticut Valley Arms, Inc. (hereinafter "CVA") is a corporation with a principal place of business at 5988 Peachtree Corners East, Norcross, Georgia 30071. Defendant CVA

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regularly does business in the State of Maryland.

4. Defendant Sporting Angler, Inc. is a corporation, and upon information and belief doing business as the Rockville Trading Post, a sporting goods retail establishment, located at 250 North Washington Street, Rockville, Maryland (hereinafter "Trading Post").

5. On or about December, 1988 Plaintiff purchased a CVA gunpowder flask from the Trading Post.

6. Plaintiff intended to use the CVA gunpowder flask to store black gunpowder while he hunted for deer in West Virginia that weekend. After purchasing the CVA gunpowder flask, Plaintiff in fact placed black gunpowder into it.

7. During the night of December 16, 1988 (the night before Plaintiff intended to go deer hunting), Plaintiff poured a small amount of the black powder from the CVA gunpowder flask, approximately a thumbnail's worth, onto a cold fireplace located in a cabin in West Virginia.

8. After releasing the lever to close the spout of the flask, Plaintiff placed the CVA gunpowder flask approximately 4 to 5 feet away.

9. Unknown to Plaintiff at the time, the lever stuck in the open position. A small trail of the black gunpowder leaked from the CVA flask, beginning at the thumbnail's worth in the fireplace and ending at the flask. Essentially, a fuse had been created, and the flask became the explosive.

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10. Plaintiff then lit the small amount of powder on the hearth to test it to ensure that the powder had not become moist, a common practice among the hunters present when using black powder guns.

11. Upon igniting the small amount of powder in the fireplace, the CVA flask exploded. The windows in the cabin blew out. A portion of the flask shot through Plaintiff's left boot and heel, causing a deep wound extending to Plaintiff's bone.

12. Plaintiff was taken by ambulance to the Davis Memorial Hospital in Elkins, West Virginia, where he was treated for this wound.

13. As a result of this injury, Plaintiff has suffered both permanent and temporary injury to his left foot, has missed substantial time from work, and has incurred medical expenses and great pain and suffering.

**COUNT I  
(Strict Liability)**

14. The allegations contained in paragraphs one through thirteen are realleged and incorporated herein.

15. Defendants CVA and Sotoris as commercial suppliers and sellers of the CVA gunpowder flask owed a duty to Plaintiff, as a purchaser of the flask, not to distribute or sell a flask in a defective condition and unreasonably dangerous to the user.

16. Defendants CVA and Sotoris breached said duty by selling a flask that remained open and allowed black powder to escape

despite releasing the lever, which if proerly operational, should seal the flask closed.

17. This created an unreasonably dangerous condition to the user (Plaintiff) by permitting him to believe the flask was sealed when in fact it was not. Moreover, Defendants' instructions concerning the use of the flask were incomplete and failed to advise the user of this dangerous condition or the possibility of it occurring.

18. As a direct and proximate result of these defects, Plaintiff was injured in the explosion of December 16, 1989.

19. Plaintiff has suffered damages including, but not limited to, medical expenses, temporary and permanent injury to his left foot, lost wages, and pain and suffering.

**COUNT II  
(Negligence)**

20. The allegations contained in paragraphs one through nineteen are realleged and incorporated herein.

21. Defendants as commercial suppliers of gunpowder flasks owed a duty to Plaintiff, as a purchsaser of the flask, not to supply a defective product so as to be unreasonably dangerous to the user.

22. Defendants breached said duty by selling the CVA gunpowder flask in such a manner as to permit the flask to remain open despite releasing the thumb lever. This propensity in turn caused the flask to remain open while the user believed it to be

closed and sealed.

23. Moreover, Defendants breached said duty by failing to provide proper instructions for use of the flask, including, but not limited to, advising the user of the possibility of the thumb lever not closing after release.

24. Defendants' sale of the CVA gunpowder flask was negligent in that industry standards provided for safer designs and manufacturing techniques which would eliminate, or greatly reduce, the possibility of the flask remaining open, despite the user's intent to close it.

25. Defendants' negligence led directly to the supplying of a gunpowder flask defective in design, manufacture and without adequate warnings. As such the flask was unreasonably dangerous to the user.

26. As a direct and proximate result of Defendants' negligence, Plaintiff was injured in the explosion of December 16, 1988.

27. Plaintiff has suffered damages including temporary and permanent injury to his left foot, medical expenses, lost wages, and pain and suffering.

**COUNT III  
(Breach of Implied Warranty)**

28. The allegations contained in paragraphs one through twenty-seven are realleged and incorporated herein.

29. Defendants breached their implied warranty of merchantability--that the CVA gunpowder flask would be reasonably suitable for the purposes for which it is ordinarily used--when the flask failed to close and allowed black powder to escape.

30. As a result of Defendants' breach of the implied warranty of merchantability, Plaintiff has sustained damages including permanent and temporary injury to his foot, medical expenses, lost wages and pain and suffering.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his behalf and against Defendants in the amount of \$350,000, and grant such other and further relief the Court deems just and proper.

Respectfully Submitted,  
KORNBLUT AND SOKOLOVE

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Two Wisconsin Circle  
Suite 1000  
Chevy Chase, Maryland 29815  
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**JURY PRAYER**

Plaintiff requests a trial by a jury.