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\$ 2.00
Summons issued

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

No. 96177

WILLIAM VARKER BLEWETT, BERTRAM
WINTER GONIN and HOWARD FARNHAM
PARSONS

Plaintiffs

vs-

BEAM RAYS, INCORPORATED, a cor-
poration

Defendant and
Cross-complainant

-vs-

PHILIP HOYLAND

Cross-Defendant

FILED
JUN 9 1939

J. B. McLEES, Clerk

by *A. Keller*
DEPUTY

ANSWER AND CROSS-COMPLAINT

In answer to said plaintiffs' complaint in the above en-
titled action, defendant admits, denies, and alleges as follows:

I

Defendant admits that during the month of June, 1938, at
said City of San Diego, defendant sold and delivered to the plain-
tiffs certain apparatus designed to put the Rife treatment principle
into practice; defendant denies each and every allegation contained
in paragraph II of said plaintiffs' first alleged cause of action
except as above expressly admitted; defendant alleges that the price
of \$2991.28 was the agreed purchase price of said apparatus sold by
defendant to said plaintiffs.

II

IN ANSWER TO SAID PLAINTIFFS' SECOND CAUSE OF ACTION
defendant denies that as a part of the sale by defendant to plaintiffs
of certain apparatus, the defendant warranted that said apparatus
was fit or proper for any purpose whatever.

III

Defendant has no information or belief sufficient to enable
it to answer the allegations contained in paragraphs IV and V

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1 of said Second Cause of Action, and on that ground denies each
2 and every allegation contained in said paragraphs IV and V.

3
4 IV

5 IN ANSWER TO THE THIRD CAUSE OF ACTION IN SAID COMPLAINT
6 defendant alleges that it employed one Philip Hoyland, one of the
7 co-owners of the invention known as the Rife Ray Machine, and made
8 said Philip Hoyland Technical Advisor of defendant corporation, and
9 that as such Technical Advisor it was the duty of said Philip Hoy-
10 land to superintend the manufacture of Rife Ray Machines for defend-
11 ant, and to furnish and use all necessary technical knowledge relat-
12 ing to said Rife Ray Machine, its use, manufacture, design and spec-
13 ifications, as might be needed in the business of defendant corpor-
14 ation; that upon making the contract of June 4, 1938, mentioned in
15 paragraph III of said Third Cause of Action in said Complaint, de-
16 fendant ordered said Hoyland to furnish forthwith to plaintiffs all
17 of the technical knowledge relating to said Rife Ray Machine, its
18 use, manufacture, design and specifications, as provided in said
19 contract between defendant and plaintiffs; that said Hoyland prom-
20 ised and agreed that he would furnish to plaintiffs all said tech-
21 nical knowledge, and informed Defendant that he had done so; and it
22 was a part of the duties of said Hoyland in the course of his employ-
23 ment as said Technical Advisor so to do; that said Hoyland is no
24 longer in the employ of said corporation and defendant cannot obtain
25 from said Hoyland any information as to what technical knowledge or
26 specifications, if any, said Hoyland has sent to the plaintiffs;
27 that defendant has no information or belief sufficient to enable it
28 to answer any of the allegations of said Third Cause of Action relat-
29 ing to the alleged failure or refusal of defendant to give plaintiffs
30 said technical knowledge and specifications and on that ground defend-
31 ant denies each and all of said allegations.

32
33 Defendant has no information or belief sufficient to enable
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it to answer any of the allegations contained in said paragraphs (a), (b), and (d), of paragraph V of said Third Cause of Action, and on that ground defendant denies each and every allegation contained in said paragraphs (a), (b), and (d).

WHEREFORE defendant prays judgment that plaintiffs take nothing by their said complaint, that defendant be dismissed hence with its costs, and for such other and further relief as to the court may seem just.

AND FOR A CROSS-COMPLAINT AGAINST THE CROSS-DEFENDANT PHILIP HOYLAND, THE DEFENDANT AND CROSS-COMPLAINANT, BEAM RAYS, INC. ALLEGES AS FOLLOWS:

I.

That the defendant and cross-complainant is, and at all times herein mentioned was, a corporation, duly organized and existing under and by virtue of the laws of the State of California.

II.

That prior to the 4th day of June, 1938, and at all times since then, cross-complainant was engaged in the manufacture and distribution of machines commonly known as Rife Ray Machines; that prior to said 4th day of June, 1938, cross-complainant employed said Philip Hoyland as its Technical Advisor; that said Philip Hoyland was one of the co-owners of the invention known as the Rife Ray Machine and was familiar with the design, specifications, construction and method of operation of said Rife Ray Machine; that it was a part of the duties of said Philip Hoyland, as such Technical Advisor, to manufacture and superintend the manufacture, in the laboratories of cross-complainant, of said Rife Ray Machines, and to manufacture said machines according to the proper design thereof, and so that they would reliably operate to generate the ray commonly known as the Rife Ray.

III.

That on or about the 4th day of June, 1938, cross-complainant

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405 BROADWAY
NEW YORK, N.Y.

1 by contract in writing, agreed with William Varker Blewett, Ber-
2 tram Winter Gonin and Howard Parkman Parsons, residents of the
3 British Isles, to authorize said Blewett, Gonin and Parsons to
4 manufacture and distribute said Rife Ray Machines in the British
5 Empire; that as part of said agreement, cross-complainant agreed
6 to furnish to said Blewett, Gonin and Parsons, the design and spec-
7 ifications of said Rife Ray Machine and all information regarding
8 the construction, manufacture, use and operation of said Rife Ray
9 Machine which might be needed by said Blewett, Gonin and Parsons
10 to enable them conveniently to manufacture, demonstrate, use, oper-
11 ate and distribute said Rife Ray Machines.

12 IV

13 That said Philip Hoyland, as one of the owners of said Rife
14 Ray invention, authorized and consented to the making of said agree-
15 ment with said Blewett, Gonin and Parsons, and to all the terms
16 thereof; that it was a part of the duties of said Philip Hoyland as
17 said Technical Adviser, to assist cross-complainant to comply with
18 the terms of said agreement with said Blewett, Gonin and Parsons,
19 ~~ag-~~ by furnishing to said Blewett, Gonin and Parsons, all the tech-
20 nical knowledge and information relating to the design and specifi-
21 cations, manufacture and use of said Rife Ray Machines which might
22 be necessary or convenient to said Blewett, Gonin and Parsons in the
23 manufacture, demonstration, use and distribution of said Rife Ray
24 Machines in the British Empire; that on or about the 4th day of June,
25 1935, said cross-complainant requested and instructed said Philip
26 Hoyland, as said Technical Advisor to furnish forthwith to said
27 Blewett, Gonin and Parsons all of said technical knowledge and inform-
28 ation relating to said Rife Ray Machine, and said Hoyland promised
29 and agreed that he would forthwith so furnish said technical informa-
30 tion, and later informed Cross-Complainant that he had done so.

HILVER & BOLDMAN
ATTORNEYS AT LAW
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V

That on or about said 4th day of June, 1938, cross-complainant sold to said Blewett, Gonin and Parsons, certain machines designed to produce the Rife Ray and put the Rife Ray treatment into practice; that it was a part of the duties of said Philip Hoyland as Technical Advisor of cross-complainant to superintend the manufacture of said machines in the laboratories of cross-complainant, and to cause said machines to be built and adjusted so that they would properly and reliably produce said Rife Ray and could be reliably, conveniently and effectively used for the giving of treatments with said Rife Ray; that cross-complainant directed said Philip Hoyland to cause the said machines to be manufactured, and delivered to said Blewett, Gonin and Parsons, and said Hoyland agreed and promised that he would do so, and later informed cross-complainant that he had done so.

VI

That machines purporting to be said Rife Ray Machines were constructed according to the design and specifications furnished by said Hoyland, and were constructed under his supervision as said Technical Advisor, and were by him delivered to said Blewett, Gonin and Parsons, for which machines said Blewett, Gonin and Parsons paid to cross-complainant the sum of \$2991.28.

VII

That under the terms of said agreement of the 4th day of June, 1938, authorizing said Blewett, Gonin and Parsons to manufacture and distribute Rife Ray Machines in the British Empire, said Blewett, Gonin and Parsons have paid the sum of \$15,000 to the said owners of said Rife Ray Invention, including said Philip Hoyland, and said Blewett, Gonin and Parsons have expended large sums of money in preparation to manufacture and distribute Rife Ray Machines in the British Empire under the terms of said Agreement of June 4, 1938.

VIII

1
2 That cross-complainant is informed and believes, and on that
3 ground alleges that said machines so manufactured, sold and delivered
4 to said Blewett, Gonin and Parsons, were defective in design and
5 manufacture to such an extent that the same would not and could not
6 generate the Rife Ray, nor could they be used in giving treatments
7 involving the use of the Rife Ray principle, and cross-complainant
8 is informed and believes and on that ground alleges that said
9 Philip Hoyland has at all times wholly failed, neglected and refused
10 to furnish to said Blewett, Gonin and Parsons, or any of them, any
11 technical knowledge or information relating to the design or speci-
12 fications or manufacture or use of said Rife Ray Machines, and that
13 by reason of said defective character of said machines so sold and de-
14 livered to said Blewett, Gonin and Parsons, and by reason of said
15 failure, neglect and refusal of said Hoyland to furnish said techni-
16 cal knowledge and information to said Blewett, Gonin and Parsons,
17 said Blewett, Gonin and Parsons at all times since said 4th day of
18 June, 1938, have been and still are wholly unable to manufacture, use
19 or distribute in the British Empire or at all, said Rife Ray Mach-
20 ines, to their damage in the sum of approximately \$53,000; that by
21 reason of the foregoing facts, said Blewett, Gonin and Parsons have
22 brought suit against cross-complainant in the above entitled action
23 for said sum of \$53,000; that cross-complainant has been obliged to
24 employ counsel to defend said action and to incur therefor an in-
25 debtedness to its said counsel, Bertrand L. Comparat, Esq., Attorney
26 admitted to practice in all the courts of the State of California,
27 for the fair and reasonable value of his services as such counsel,
28 in the defense of said litigation; that the fair and reasonable value
29 of said services of said counsel is not less than the sum of \$250.

IX

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31 That it was further provided in said agreement of June 4,
32 1938, between cross-complainant and said Blewett, Gonin and Parsons,
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208 SOUTH BOLLING
SAN FRANCISCO, CALIFORNIA

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426 S. MISSION BUILDING
SAN FRANCISCO, CALIFORNIA

1 that a corporation should be organized to manufacture, use and dis-
 2 tribute said Rife Ray Machines in the British Empire, and that 25
 3 per cent of the total capital stock of said corporation should be
 4 issued to cross-complainant; that as owner of said capital stock of
 5 said corporation, cross-complainant would have received 25 per
 6 cent of all net profits made by said corporation for the manufacture,
 7 use and distribution of said Rife Ray Machines in the British Empire;
 8 that by reason of said defective character of said machines so sold
 9 and delivered to said Blewett, Gonin and Parsons, and by reason of
 10 said failure to furnish to said Blewett, Gonin and Parsons, or any
 11 of them, said technical knowledge and information relating to the
 12 design, specifications, manufacture and use of said Rife Ray Mach-
 13 ines, said Blewett, Gonin and Parsons have notified cross-complainant
 14 that they have cancelled said agreement of June 4, 1938, relating to
 15 the manufacture, use and distribution of Rife Ray Machines in the
 16 British Empire, and to the creation of said corporation and the trans-
 17 fer of said stock therein to cross-complainant; and cross-complainant
 18 has, by reason of the foregoing facts, been deprived of the profits
 19 which would have come to it as owner of said 25 per cent of the
 20 total capital stock of said corporation and all other profits which
 21 would have come to it by reason of the performance of said contract of
 22 June 4, 1938, to the further damage of cross-complainant in the sum
 23 of \$100,000.

24 WHEREFORE, cross-complainant prays judgment against said
 25 Philip Heyland in the sum of \$153,200 and for its costs incurred
 26 herein, and for such other and further relief as to the court may
 27 seem just.

Bertrand L. Compagnet
Hillyer & Goldman
 Attorneys for Defendant and
 Cross-complainant

Received a copy of the written answer
and harass complaint, this 9th day of
June, 1939

Wm. L. D. Miller
of
Attorney for said Plaintiff

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF SAN DIEGO

No. 96177

FOR FILE STAMP

WILLIAM VARKER BLEWETT, BERTRAM
SINTER GONIN and HOWARD FARNHAM
PARSONS Plaintiff

vs.
BEAM RAYS, INCORPORATED, a corpor-
ation Defendant and Cross
Complainant

vs.
PHILIP HOYLAND Defendant
Cross-defendant

FILED
J. B. McLEES, Clerk
By *J. B. McLees* DEPUTY

SUMMONS

Action brought in the Superior Court of the State of California in and for the County of San Diego, and the Complaint filed in said County of San Diego, in the office of the Clerk of the Superior Court.

The People of the State of California Send Greeting: To

PHILIP HOYLAND

CROSS - Defendant

Cross-

You Are Hereby Directed to Appear and answer to a/Complaint in an action entitled as above, brought against you in the Superior Court of the State of California, in and for the County of San Diego, within ten days after the service on you of this summons—if served within this County; or within thirty days if served elsewhere.

And you are hereby notified that unless you appear and answer as above required, the said Cross-complainant ~~plaintiff~~ will take judgment for any money or damages demanded in the Complaint, as arising upon contract or upon contract or will apply to the Court for any other relief demanded in the Complaint.

Given under my hand and seal of the Superior Court of the

SEAL OF

County of San Diego, State of California, this

SUPERIOR COURT

9 day of June 193 9

J. B. McLEES, Clerk

BERTRAND L. COMPARET

By *B. L. Comparet*

Attorney

Deputy.

APPEARANCE: A defendant appears in an action when he answers, demurs, or gives the plaintiff written notice of appearance. The appearance must be in writing, accompanied by the necessary fee and filed with the Clerk.

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No. 96177

IN THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

WILLIAM VARKER BLENETT
BERTRAM WINTER GONIN and
HOWARD FARNHAM PARSONS

Plaintiff &

SUMMONS

BEAK RAYS? INCORPORATED, a cor-
poration Defendant and Cross-
Complainant

PHILIP HOYLAND
Cross-Defendant

STATE OF CALIFORNIA
County of San Diego

Bertrand L. Compartet being duly sworn, deposes and says:
That he is, and was at the time of service of the papers herein referred to, a citizen of the United States, over the age of eighteen years, and not a party to the within entitled action; that he personally served the within Summons on the hereinafter named defendants, by delivering to and leaving with each of said defendants personally, in the County of San Diego, State of California, at the times set opposite their respective names, a copy of said summons attached to a copy of the complaint referred to in said summons.

^{Cross}
Names of Defendants Served:

Time of Service:

Philip Hoyland

June 12, 1939

Fees for Service, \$ _____, Mileage, \$ _____; Total, \$ _____

Subscribed and sworn to before me *thus*

13th day of *June*, 1939

Wm. C. Boldman

Notary Public in and for the County of San Diego, State of California

Bertrand L. Compartet