

P.P. *Burnett 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 COMIN and HOWARD FARNHAM
BARSONS

Plaintiffs

vs-

BEAM RAYS, INCORPORATED, a cor-
poration

Defendant and

-vs- Cross-complainant

PHILIP HOYLAND

Cross-Defendant

FILED

JUN 9 1939

J. B. McLEES Clerk

By *acteller*

DISTRTY

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

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

IV

IN ANSWER TO THE THIRD CAUSE OF ACTION IN SAID COMPLAINT defendant alleges that it employed one Philip Hoyland, one of the co-owners of the invention known as the Rife Ray Machine, and made said Philip Hoyland Technical Advisor of defendant corporation, and that as such Technical Advisor it was the duty of said Philip Hoyland to superintend the manufacture of Rife Ray Machines for defendant, and to furnish and use all necessary technical knowledge relating to said Rife Ray Machine, its use, manufacture, design and specifications, as might be needed in the business of defendant corporation; that upon making the contract of June 4, 1938, mentioned in paragraph III of said Third Cause of Action in said Complaint, defendant ordered said Hoyland to furnish forthwith to plaintiffs all of the technical knowledge relating to said Rife Ray Machine, its use, manufacture, design and specifications, as provided in said contract between defendant and plaintiffs; that said Hoyland promised and agreed that he would furnish to plaintiffs all said technical knowledge, and informed Defendant that he had done so; and it was a part of the duties of said Hoyland in the course of his employment as said Technical Advisor so to do; that said Hoyland is no longer in the employ of said corporation and defendant cannot obtain from said Hoyland any information as to what technical knowledge or specifications, if any, said Hoyland has sent to the plaintiffs; that defendant has no information or belief sufficient to enable it to answer any of the allegations of said Third Cause of Action relating to the alleged failure or refusal of defendant to give plaintiffs said technical knowledge and specifications and on that ground defendant denies each and all of said allegations.

Defendant has no information or belief sufficient to enable

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by contract in writing, agreed with William Parker Blewett, Bertram Winter Gonin and Howard Farnham Parsons, residents of the British Isles, to authorize said Blewett, Gonin and Parsons to manufacture and distribute said Rife Ray Machines in the British Empire; that as part of said agreement, cross-complainant agreed to furnish to said Blewett, Gonin and Parsons, the design and specifications of said Rife Ray Machine and all information regarding the construction, manufacture, use and operation of said Rife Ray Machine which might be needed by said Blewett, Gonin and Parsons to enable them conveniently to manufacture, demonstrate, use, operate and distribute said Rife Ray Machines.

IV

That said Philip Hoyland, as one of the owners of said Rife Ray invention, authorized and consented to the making of said agreement with said Blewett, Gonin and Parsons, and to all the terms thereof; that it was a part of the duties of said Philip Hoyland as said Technical Adviser, to assist cross-complainant to comply with the terms of said agreement with said Blewett, Gonin and Parsons, by furnishing to said Blewett, Gonin and Parsons, all the technical knowledge and information relating to the design and specifications, manufacture and use of said Rife Ray Machines which might be necessary or convenient to said Blewett, Gonin and Parsons in the manufacture, demonstration, use and distribution of said Rife Ray Machines in the British Empire; that on or about the 4th day of June, 1935, said cross-complainant requested and instructed said Philip Hoyland, as said Technical Advisor to furnish forthwith to said Blewett, Gonin and Parsons all of said technical knowledge and information relating to said Rife Ray Machine, and said Hoyland promised and agreed that he would forthwith so furnish said technical information, and later informed Cross-Complainant that he had done so.

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HILLIER & HOLDOMAN
ATTORNEYS FOR DEFENDANT

HILLIER & HOLLMAN
AND ASSOCIATES
100 EAST 42ND STREET
NEW YORK 17, N.Y.

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

That cross-complainant is informed and believes, and on that ground alleges that said machines so manufactured, sold and delivered to said Blewett, Gonin and Parsons, were defective in design and manufacture to such an extent that the same would not and could not generate the Rife Ray, nor could they be used in giving treatments involving the use of the Rife Ray principle, and cross-complainant is informed and believes and on that ground alleges that said Philip Hoyland has at all times wholly failed, neglected and refused to furnish to said Blewett, Gonin and Parsons, or any of them, any technical knowledge or information relating to the design or specifications or manufacture or use of said Rife Ray Machines, and that by reason of said defective character of said machines so sold and delivered to said Blewett, Gonin and Parsons, and by reason of said failure, neglect and refusal of said Hoyland to furnish said technical knowledge and information to said Blewett, Gonin and Parsons, said Blewett, Gonin and Parsons at all times since said 4th day of June, 1938, have been and still are wholly unable to manufacture, use or distribute in the British Empire or at all, said Rife Ray Machines, to their damage in the sum of approximately \$53,000; that by reason of the foregoing facts, said Blewett, Gonin and Parsons have brought suit against cross-complainant in the above entitled action for said sum of \$53,000; that cross-complainant has been obliged to employ counsel to defend said action and to incur therefor an indebtedness to its said counsel, Bertrand L. Compart, Esq., Attorney admitted to practice in all the courts of the State of California, for the fair and reasonable value of his services as such counsel, in the defense of said litigation; that the fair and reasonable value of said services of said counsel is not less than the sum of \$250.

IX

That it was further provided in said agreement of June 4, 1938, between cross-complainant and said Blewett, Gonin and Parsons,

LAW OFFICES
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1000 BROADWAY
NEW YORK CITY
N.Y.

that a corporation should be organized to manufacture, use and distribute said Rife Ray Machines in the British Empire, and that 25 per cent of the total capital stock of said corporation should be issued to cross-complainant; that as owner of said capital stock of said corporation, cross-complainant would have received 25 per cent of all net profits made by said corporation for the manufacture, use and distribution of said Rife Ray Machines in the British Empire; that by reason of said defective character of said machines so sold and delivered to said Blewett, Gonin and Parsons, and by reason of said failure to furnish to said Blewett, Gonin and Parsons, or any of them, said technical knowledge and information relating to the design, specifications, manufacture and use of said Rife Ray Machines, said Blewett, Gonin and Parsons have notified cross-complainant that they have cancelled said agreement of June 4, 1938, relating to the manufacture, use and distribution of Rife Ray Machines in the British Empire, and to the creation of said corporation and the transfer of said stock therein to cross-complainant; and cross-complainant has, by reason of the foregoing facts, been deprived of the profits which would have come to it as owner of said 25 per cent of the total capital stock of said corporation and all other profits which would have come to it by reason of the performance of said contract of June 4, 1938, to the further damage of cross-complainant in the sum of \$100,000.

WHEREFORE, cross-complainant prays judgment against said Philip Heyland in the sum of \$153,260 and for its costs incurred herein, and for such other and further relief as to the court may seem just.

Ferdinand L. Compagnet
Hillier & Goldman
Attorneys for Defendant and
Cross-complainant

Received a copy of the written answer
and cross complaint, this 9th day of

June, 1939

Wm. W. Muller

of Counsel

Attorney for Plaintiff

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF SAN DIEGO

No. 96177

FOR FILE OR STAMP

WILLIAM VARKER BLEWETT, BERTRAM
SINTIR GONIN and HOWARD FARNHAM
PARSONS

Plaintiff

vs.
PEAK RAYS, INCORPORATED, a corpora-
tion

Defendant and Cross
Complainant

vs
PHILIP HOYLAND

Defendant
Cross-defendant

SUMMONS

Action brought in the Superior Court of the State of California is said 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 _____ will take judgment for any money or damages demanded in the Complaint, as arising
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

day of June 1939

J. B. McLEES, Clerk.

BERTRAND L. COMPARET

By
A. C. Keller

Attorney

Deputy.

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

No. 96177

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

WILLIAM VARNER BLEWETT
BERTRAM WINTER GONIN and
HOWARD FARHMAN PARSONS

Plaintiffs

SUMMONS

BIGAM RAYS? INCORPORATED, a cor-
poration Defendant and Cross-
Complainant
vs ~~Defendant~~
PHILIP HOYLAND Cross-Defendant

STATE OF CALIFORNIA.

County of San Diego.

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Bertrand L. Compart 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 this

13th day of June, 1939

Irve C. Boldman
Notary Public in and for the County of San
Diego, State of California

Bertrand L. Compart