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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.

2.00

FILED

JUN 27 1938

J. B. McLEES, Clerk

By R. H. Campbell
DEPUTY

ANSWER TO CROSS-COMPLAINT

Comes now PHILIP HOYLAND, the cross-defendant in the above-entitled matter and, for answer to defendant and cross-complainant's complaint on file herein, admits, denies and alleges as follows:

I.

Admits each and every allegation contained in Paragraphs I, II, III, IV, V and VI of the cross-complaint on file herein.

II.

That, in answer to Paragraph VII of the cross-complaint on file herein, this cross-defendant admits 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 Fifteen Thousand Dollars (\$15,000.00) to the said owners of said Rife Ray Invention, including said Philip Hoyland, but this cross-defendant does not have sufficient information and, basing his denial upon such lack of information, denies that said Blewett, Gonin and Parsons have expended large sums of money in preparation to manufacture and distribute Rife Ray Machines in the

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1 British Empire under the terms of said agreement of June 4, 1938,
2 III.

3 That, in answer to Paragraph VIII of the cross-complaint
4 on file herein, this cross-defendant denies that said machines so
5 manufactured, sold and delivered to said Blewett, Gonin and Parsons
6 were defective in design and manufacture to such an extent that the
7 same would not, and could not, generate the Rife Ray; and further
8 denies that said machines could not be used in giving treatments
9 involving the use of the Rife Ray principle; and cross-defendant
10 further specifically denies that he has, at all times, wholly failed,
11 neglected and refused to furnish to said Blewett, Gonin and Parsons,
12 or any of them, any technical knowledge or information relating to
13 the design, or specifications, or manufacture, or use of said Rife
14 Ray Machines; and further specifically denies that said machines so
15 sold and delivered to said Blewett, Gonin and Parsons were defective
16 in any manner whatsoever; and denies that, by reason of any failure,
17 neglect and refusal of this cross-defendant to furnish technical
18 knowledge and information to said Blewett, Gonin and Parsons, said
19 Blewett, Gonin and Parsons have been, and still are, wholly unable
20 to manufacture, use, or distribute in the British Empire, or at all,
21 said Rife Ray Machines; and denies specifically that said Blewett,
22 Gonin and Parsons have been damaged in the sum of Fifty-three
23 Thousand Dollars (\$53,000.00), or in any other sum, or at all;
24 cross-defendant admits that said Blewett, Gonin and Parsons have
25 brought suit against cross-complainant in the above-entitled action
26 for said sum of Fifty-three Thousand Dollars (\$53,000.00), and
27 further admits that cross-complainant has been obliged to employ
28 counsel to defend said action.

29 IV.

30 That cross-defendant does not have sufficient information
31 and, basing his denials upon such lack of information, denies that
32 it was further provided in said agreement of June 4, 1938, between

1 cross-complainant and said Blewett, Gonin and Parsons that a corpo-
 2 ration should be organized to manufacture, use and distribute said
 3 Rife Ray Machines in the British Empire; and that twenty-five per
 4 cent (25%) of the total capital stock of said corporation should be
 5 issued to cross-complainant; that this cross-defendant does not have
 6 sufficient information or belief and, basing his denials upon said
 7 lack of information and belief, denies that, as owner of said
 8 capital stock of said corporation, cross-complainant would have
 9 received twenty-five per cent (25%) of all net profits made by said
 10 corporation for the manufacture, use and distribution of said Rife
 11 Ray Machines in the British Empire; denies specifically that said
 12 machines so sold and delivered to said Blewett, Gonin and Parsons
 13 were defective; and denies that this cross-defendant failed or re-
 14 fused to furnish to said Blewett, Gonin and Parsons, or any of them,
 15 technical knowledge and information relating to the design, speci-
 16 fications, manufacture and use of said Rife Ray Machine; but cross-
 17 defendant has been informed and believes and, upon such information
 18 and belief, admits that said Blewett, Gonin and Parsons have
 19 notified cross-complainant that they have canceled said agreement
 20 of June 4, 1938, relating to the manufacture, use and distribution
 21 of Rife Ray Machines in the British Empire; and cross-defendant
 22 further denies each and every other allegation contained in para-
 23 graph IX of said cross-complaint not herein expressly admitted; and
 24 denies that cross-complainant has been deprived of any profits
 25 which would have come to said cross-complainant as owner of said
 26 twenty-five per cent (25%) or of any other amount of total capital
 27 stock of said corporation; and further denies that said cross-
 28 complainant has been deprived of any other profits, which would have
 29 come to it by reason of the performance of said contract of June 4,
 30 1938; and denies that said cross-complain^{ant} has been damaged in the
 31 sum of One Hundred Thousand Dollars (\$100,000.00), or in any other
 32 sum, or at all.

