

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

No. 96177

WILLIAM VANKIN BENNETT,
BERTRAM WINTER GONIN, and
HOWARD FARNHAM PARSONS,

Plaintiffs

vs.

BEAM RAYS, INCORPORATED,
a corporation,

Defendant

~~47. Paid~~ ~~Summons issued~~

FILED
MAY 3 1939

J. B. McLEES, Clerk

[Handwritten signature]

COMPLAINT

The plaintiffs above named, complaining of the defendant
above named,

FOR A FIRST CAUSE OF ACTION STATE:

I

Plaintiffs are residents of the City of London, England,
and defendant is and at all times herein mentioned has been a corp-
oration duly organized and existing under the laws of the State of
California.

II

During the month of June, 1938, at the City of San Diego
of said State, the defendant sold and delivered to the plaintiffs
certain apparatus, designed to put the Rife treatment principle of
defendant into practice, at an agreed purchase price which was to
consist of the actual constructional cost to defendant of such ap-
paratus. In such sale defendant represented to plaintiffs such ac-
tual constructional cost to be \$2,891.28, which representation
plaintiffs believed to be true and thereupon paid defendant said
sum. Such actual constructional cost was only \$300.00 and defend-
ant now holds the sum of \$2,891.28 for the use and benefit of the
plaintiffs.

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1 AND FOR A SECOND CAUSE OF ACTION STATE:

2 I

3 The statements of paragraph I of the first cause of action
4 herein are true and are made a part of this statement of cause of
5 action.

6 II

7 Defendant is now and at all times herein mentioned has
8 been the manufacturer of the Rife Ray Machine and of apparatus de-
9 signed to put the Rife treatment principle into practice.

10 III

11 During the month of June, 1938 in the City of San Diego,
12 of the State of California, the defendant sold and delivered to the
13 plaintiffs, apparatus to be used for the purpose of putting said
14 Rife treatment principle into practice, for which plaintiffs paid
15 the defendant the sum of \$2,991.28 and defendant, as a part of said
16 sale, warranted that said apparatus was fit and proper for such
17 purpose.

18 IV

19 Said apparatus was wholly unfit to be used for the pur-
20 pose above stated or for any purpose, and is valueless.

21 V

22 By reason of the premises, plaintiffs were damaged in the
23 sum of \$2,991.28.

24 AND FOR A THIRD CAUSE OF ACTION STATE:

25 I

26 The statements made in paragraph I of the first cause of
27 action herein are true and are made a part of this statement of
28 cause of action.

29 II

30 At all times mentioned herein defendant was and now is li-
31 censed from its owners to manufacture and lease the Rife Ray Machine
32
33

1 throughout the world and was manufacturing and now is manufacturing
2 said machine.

3 III

4 On June 4, 1938 the plaintiffs and defendant entered into
5 a written agreement whereby the defendant licensed the plaintiffs
6 to manufacture and lease said Rife Ray Machine in the British Isles
7 and whereby the plaintiffs agreed to manufacture and lease at least
8 twenty-five (25) such machines per year and pay defendant sums of
9 money for such license and for each machine leased. As a part of
10 said agreement defendant promised to furnish, at all times thereaf-
11 ter, to the plaintiffs all of the technical knowledge relating to
12 said machine, its use, manufacture and design and the specifications
13 in accordance with which said agreement provided the plaintiffs
14 must make said machines.

15 IV

16 At the time plaintiffs entered into said agreement with
17 the defendant, and in pursuance thereof, they purchased from the
18 defendant certain apparatus necessary to plaintiffs in the manufac-
19 ture of said Rife Ray Machine and so that plaintiffs could observe
20 and demonstrate the working of such machine to stimulate interest
21 in the leasing of such machine by showing its operation and the re-
22 sult thereof. Plaintiffs paid defendant \$2,291.26 for such appa-
23 ratus.

24 V

25 Plaintiffs have performed all of their obligations under
26 said agreement, and at all times since the making of said agreement
27 have been ready, able and willing to perform such obligations. Def-
28 endant at all times since it entered into said agreement on June 4,
29 1938 has failed and refused and still fails and refuses to give
30 plaintiffs, or any of them, any of the technical knowledge or the
31 specifications for making said machine which were promised them, as
32 stated in paragraph III hereof, although plaintiffs did often request
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1 defendant so to do since the making of said agreement. As a direct
2 ect and proximate result of such failure and refusal said agreement
3 and license obtained thereunder and said apparatus purchased as
4 stated in paragraph IV hereof have become of no value whatsoever
5 plaintiffs, and plaintiffs have suffered damages in the particulars
6 and amounts as follows:

7 (a) Plaintiffs have expended much time and money
8 attempting to operate and demonstrate said apparatus purchased without
9 being able to do so, and employed an electrical consulting
10 engineer to assist in such attempts to operate and demonstrate.
11 The reasonable value of such time, together with such money, amount
12 to the sum of \$10,000.00;

13 (b) Since June 4, 1938 plaintiffs expended large
14 sums of money in promoting the business of manufacturing and leasing
15 said machines in the British Isles and in attempting to obtain
16 said technical knowledge and specifications, in the total amount
17 of \$10,000.00;

18 (c) Plaintiffs paid to defendant under the terms
19 of said contract for said licensing and for the other benefits they
20 were to receive thereunder the sum of \$15,000.00;

21 (d) The apparatus purchased of defendant by plaintiffs
22 as stated in paragraph IV hereof is valueless to plaintiffs
23 and thereby they are damaged in the sum of \$2,991.28.

24 WHEREFORE, plaintiffs demand judgment against the defendant
25 in the sum of \$52,873.84, and interest thereon from June 4, 1938
26 at 7% per annum, and such other relief as to the Court may seem
27 proper, and for their costs.

28 WEINBERGER and MILLER
29
30 By [Signature]
31 Attorneys for Plaintiffs
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