

1 PRAY, PRICE, WILLIAMS & DEATHERAGE
2 720 SECURITY BUILDING
3 LONG BEACH, CALIFORNIA 90802
4 TELEPHONE: HEMLOCK 6-1231

FILED

FEB 7 1966
WILLIAM S. HARRIS, COUNTY CLERK

ATTORNEYS FOR Plaintiff

6280

20550
21050
22050
23050
24050
25050
26050
27050
28050
29050
30050
31050
32050

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

11 MARVIN G. SMITH, JR.,
12 Plaintiff,

NO. SOC12528

COMPLAINT

13 vs

(WRONGFUL DEATH)

14 RAJAY CORPORATION, V. E.
15 KUSTER COMPANY, INC., a
16 corporation, CESSNA AIR-
17 CRAFT COMPANY, a corpo-
18 ration, BELMONT AVIATION
19 CORPORATION, a corpora-
20 tion, WEST COAST PROPEL-
21 LER SALES AND SERVICE
22 COMPANY, BANNING AVIATION
23 COMPANY, DOES I through
24 XXV, inclusive,

Defendants.

22 Plaintiff alleges:

23 I

24 That plaintiff is ignorant of the true names of defendants DOES
25 I through XXV, inclusive, and whether they be corporations, associa-
26 tions or natural persons, and for that reason said defendants, and
27 each of them, are sued under said names as fictitious names, and when
28 plaintiff ascertains the true names of said defendants he will ask
29 leave of court to amend this complaint and all subsequent proceedings
30 herein to show the true names of said defendants and their capacities.

31 II

32 That plaintiff, MARVIN G. SMITH, JR., is the surviving husband

1 of JOAN MERRIAM SMITH, deceased, and as such is her sole heir and
2 next of kin. Plaintiff further alleges that the said JOAN MERRIAM
3 SMITH was an adult at the time of her death.

4 III

5 That at all times herein mentioned, RAJAY CORPORATION, was a
6 corporation duly organized and existing pursuant to law and author-
7 ized to do business in the State of California, with its principal
8 place of business in the County of Los Angeles, State of California.

9 IV

10 That at all times herein mentioned, V. E. KUSTER COMPANY, INC.,
11 was a corporation duly organized and existing pursuant to law and
12 authorized to do business in the State of California, with its prin-
13 cipal place of business in the County of Los Angeles, State of Cali-
14 fornia.

15 V

16 That at all times herein mentioned, CESSNA AIRCRAFT COMPANY, a
17 corporation, was a corporation duly organized and existing pursuant to
18 law and authorized to do business in the State of California.

19 VI

20 That at all times herein mentioned, BELMONT AVIATION CORPORATION
21 was a corporation duly organized and existing pursuant to law and
22 authorized to do business in the State of California, with its prin-
23 cipal place of business in the County of Los Angeles, State of Cali-
24 fornia.

25 VII

26 That at all times herein mentioned, WEST COAST PROPELLER SALES
27 AND SERVICE COMPANY, was a corporation duly organized and existing
28 pursuant to law and authorized to do business in the State of Cali-
29 fornia, with its principal place of business in the County of Los
30 Angeles, State of California.

31 VIII

32 That at all times herein mentioned, BANNING AVIATION COMPANY,

1 was a corporation duly organized and existing pursuant to law and
2 authorized to do business in the State of California, with its prin-
3 cipal place of business in the County of Los Angeles, State of Cali-
4 fornia.

5 IX

6 That at all times herein mentioned, defendant, V. E. KUSTER
7 COMPANY and DOES I through IV, inclusive, were the owners of that
8 certain Cessna 182C, registration number 8784T, hereinafter referred
9 to as "said aircraft".

10 X

11 That on or about the 17th day of February 1965, JOAN MERRIAM
12 SMITH, deceased, was an occupant of said aircraft, which failed during
13 flight and crashed near Wrightwood, California, causing the death of
14 JOAN MERRIAM SMITH.

15 XI

16 That during the period of its ownership of said aircraft, defend-
17 ant V. E. KUSTER COMPANY, INC., its agents, servants and employees,
18 and defendants DOES I through IV, inclusive, so negligently, carelessl
19 and recklessly maintained, serviced, repaired and inspected said air-
20 craft so as to render said aircraft dangerous, defective and hazardous
21 to persons flying in it.

22 XII

23 That at or about the month of June, 1964 and thereafter up to and
24 including the 17th day of February 1965, defendant, V. E. KUSTER COM-
25 PANY, INC., its agents, servants and employees, and defendants DOES I
26 through IV, inclusive, so negligently, carelessly and recklessly con-
27 signed and entrusted said aircraft to defendant RAJAY CORPORATION so
28 as to further render it dangerous, defective and hazardous to all
29 persons flying in it.

30 XIII

31 That at or about the month of June, 1964 and at all times there-
32 after up to and including the 17th day of February 1965, defendant

1 RAJAY CORPORATION, its agents, servants and employees, and defendants
2 DOES V through VIII, knew or should have known of the dangerous and
3 defective conditions existent and existing in said aircraft at or
4 about the month of June 1964 and at all times thereafter up to and
5 including the 17th day of February, 1965, and negligently failed to
6 remedy said dangerous and defective conditions, and the said defend-
7 ants RAJAY CORPORATION and DOES V through VIII, inclusive, so negli-
8 gently, carelessly and recklessly maintained, serviced, repaired and
9 inspected said aircraft, and negligently performed certain modifica-
10 tions to said aircraft and the power plan of said aircraft so as to
11 further render said aircraft dangerous, defective and hazardous to
12 persons flying in it.

13 XIV

14 That commencing on or about a date prior to August 9, 1964, which
15 exact date is presently unknown to plaintiff, and continuing period-
16 ically thereafter, to and including the 17th day of February, 1965,
17 defendant BELMONT AVIATION CORPORATION, its agents, servants and em-
18 ployees, and defendants DOES IX through XII, inclusive, so negligentl
19 inspected, serviced, repaired, modified and maintained said aircraft
20 as to render it dangerous, defective and hazardous to persons flying
21 in it.

22 XV

23 That commencing on or about a date prior to the 29th day of
24 October, 1964, which exact date is presently unknown to plaintiff and
25 continuing thereafter periodically to and including the 17th day of
26 February, 1965, defendant WEST COAST PROPELLER SALES AND SERVICE
27 COMPANY, its agents, servants and employees, and DOES XIII through
28 XVI, inclusive, so negligently inspected, serviced, repaired, main-
29 tained and modified said aircraft as to render it dangerous and de-
30 fective and hazardous to persons flying in it.

31 XVI

32 That commencing on or about sometime prior to the 6th day of

1 January, 1961, and thereafter periodically BANNING AVIATION COMPANY,
2 its agents, servants and employees, and DOES XVII through XX, in-
3 clusive, so negligently inspected, serviced, repaired, maintained and
4 modified said aircraft so as to render it dangerous, defective and
5 hazardous to persons flying in it.

6 XVII

7 That defendant CESSNA AIRCRAFT COMPANY, a corporation, and DOES
8 XXI through XXV, inclusive, so negligently manufactured, inspected
9 and delivered said aircraft as to render it dangerous, defective and
10 hazardous to persons flying in it.

11 XVIII

12 That as a direct and proximate result of the negligence of the
13 defendants, and each of them, as hereinabove alleged, said aircraft
14 failed in flight on the 17th day of February, 1965 and crashed to
15 earth causing the death of JOAN MERRIAM SMITH.

16 XIX

17 That as a direct and proximate result of the negligence of de-
18 fendants, and each of them, as hereinabove alleged, and of said crash
19 as aforesaid, the said JOAN MERRIAM SMITH was injured in her person
20 so severely as to lose her life.

21 XX

22 That as a direct and proximate result of the negligence of de-
23 fendants, and each of them, as hereinabove alleged, and of the death
24 of the said JOAN MERRIAM SMITH, plaintiff has been deprived of a
25 kind and loving wife, and of the care, society, comfort and compan-
26 ionship of the said JOAN MERRIAM SMITH, and has been generally damaged
27 in the sum of \$500,000.00.

28 XXI

29 That as a direct and proximate result of the negligence of de-
30 fendants, and each of them, as hereinabove alleged, and of the death
31 of the said JOAN MERRIAM SMITH, plaintiff became obligated to and
32 did incur bills in a reasonable amount for the services of morticians

1 and for funeral expenses and related items in a presently unascertained
2 amount, and plaintiff prays leave to insert the amount of his damage
3 in this respect when the same is finally ascertained.

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

WHEREFORE, plaintiff prays judgment against defendants, and each of them, as follows, to wit:

- 1) General damages in the sum of \$500,000.00;
- 2) Funeral and burial expenses according to proof;
- 3) For his costs of suit herein incurred; and
- 4) For such other and further relief as to the Court may seem just and meet.

PRAY, PRICE, WILLIAMS & DEATHERAGE

By W. A. Williams

WM. A. WILLIAMS
Attorneys for Plaintiff