

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 383 OF 1999

B E T W E E N:

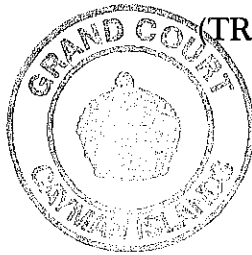
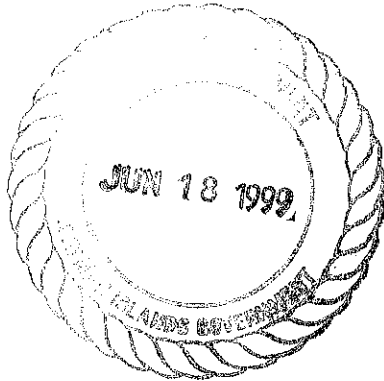
BH MULTI COM CORP

Plaintiff

AND

PETER CAMPBELL
(TRADING AS LE MONDE DES FRAGRANCES)

Defendant



WRIT OF SUMMONS

TO: Peter Campbell
Le Monde Des Fragrances
P.O. Box 31351 SMB
West Bay Road
Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court office, P.O. Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 18th day of June 1999.

NOTE - This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. At all material times the Plaintiff was and is a jewellery wholesaler and the owner of and entitled to possession of a consignment of jewellery ("the Consignment").
2. By an agreement evidenced in writing and made on or about 23 September 1997 ("the Agreement") the Plaintiff agreed to deliver the Consignment to the Defendant and the Defendant agreed to take delivery of the Consignment on terms that inter alia:
 - (i) the Defendant would sell items from the Consignment to his customers at a retail price;
 - (ii) the Defendant would thereafter pay to the Plaintiff a sum representing 10/23 of the unit price as specified in the Agreement of each such item sold; and
 - (iii) subject to retail sales of any items the Consignment remained the property of the Plaintiff.
3. Pursuant to the Agreement the Consignment was duly delivered by the Plaintiff to the Defendant on or about 23 September 1997.
4. In breach of the term of the Agreement referred to in paragraph 2(ii) herein the Defendant has sold items from the Consignment but has refused and still refuses to pay any sums representing 10/23 of the unit price as specified in the Agreement of the items sold by the Defendant.
5. By reason of the matters aforesaid, the Plaintiff has suffered loss and damage.

PARTICULARS

Style No.	Description of item sold	Qty.	Unit Price
R2031DD	14K all Diamond Ring	1	1730.00
RJ2438DD	14K all Diamond Ring	1	798.00
R2264DD	14K all Diamond Ring	1	943.00
R1844DD	14K all Diamond Ring	1	834.00
R2109DD	14K all Diamond Ring	1	1137.00
R1832DD	14K Diamond/Ruby Ring	1	580.00
RP1926DR	14K Diamond/Ruby Ring	1	786.00
R983DE	14K Diamond/Emerald Ring	1	556.00
RA635DE	14K Diamond/Emerald Ring	1	1040.00
RP1375DE	14K Diamond/Emerald Ring	1	532.00
RP142DE	14K Diamond/Emerald Ring	1	302.00
R266DE	14K Diamond/Emerald Ring	1	181.00
RP1287DE	14k Diamond/Emerald Ring	1	459.00
R585DE	14K Diamond/Emerald Ring	1	242.00
RP1335DE	14K Diamond/Emerald Ring	1	580.00
R1833CE	14K all Emerald Ring	1	350.00
R1591DE	14K Diamond/Emerald Ring	1	580.00
R2081DS	14K Diamond/Sapphire Ring	1	1306.00
RP1249DS	14K Diamond/Sapphire Ring	1	447.00
R130DS	14K Diamond/Sapphire Ring	1	145.00
RP1622DS	14K Diamond/Sapphire Ring	1	556.00
P1598DS	14K Diamond/Sapphire Ring	1	326.00
R599DS	14K Diamond/Sapphire Ring	1	701.00
RP2067DS	14K Diamond/Sapphire Ring	1	363.00
RP1772DS	14K Diamond/Sapphire Ring	1	847.00
RP1909DS	14K Diamond/Sapphire Ring	1	278.00
R1012DS	14K Diamond/Sapphire Ring	1	363.00
RP1760SD	14K Diamond/Sapphire Ring	1	629.00
NMOP2136DE	14K Diamond/Emerald Necklace	1	1403.00
EP2241DE	14K Diamond/Emerald Earrings	1	968.00
EWP251DE	14K Diamond/Emerald Earrings	1	266.00
BM458DD	14K all Diamond Bracelet	1	2250.00
BTP2142DD	14K all Diamond Bracelet	1	1064.00
EP324DD	14K all Diamond Earrings	1	314.00
PCP436DD	14K all Diamond Pendant	1	399.00
TOTAL			24,255.00
TOTAL @ 10/23 of total unit price			10,545.65

6. Further the Plaintiff is entitled to and hereby claims interest on the sum of US\$10,545.65 pursuant to the Judicature Law and the Judgment Debts (Rates of Interest) Rules 1999 at the rate of 7% per annum from the date hereof to the date of Judgment or sooner payment, being a daily rate of US\$2.02, alternatively for such rate and for such period as the Court shall think fit.

AND THE PLAINTIFF claims:

- (1) US\$10,576.96 representing 10/23 of the unit price as specified in the Agreement of all items from the Consignment which have been sold by the Defendant;
- (2) Further or alternatively damages;
- (3) Interest thereon as aforesaid;
- (4) Costs.


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HUNTER & HUNTER

THIS WRIT was issued by Hunter & Hunter, Attorneys-at Law for the Plaintiff whose address for service is that of its said Attorneys, namely The West Wind Building, 2nd Floor, P.O. Box 190 GT, Grand Cayman, Cayman Islands (Ref. JW/07636.001).