



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC___ OF 2024

BETWEEN:

Ms. Lovell Marriott

Plaintiff

AND:

Defendant

Frank Hall Homes

PLAINT

Defendant
Frank Hall Homes
67 Mary Street
George Town
Cayman Islands

THIS PLAINT 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 service of this Complaint on you, counting the day of service, you must either satisfy the

claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman

Islands, the accompanying Acknowledgment of Service form stating therein whether you intend to

contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars

of your defense in the space provided in the acknowledgment of service form. If you fail to satisfy the claim or fail to return the acknowledgment of service form containing full

particulars of your defense, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 3rd day of September 2024
See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. Ms. Lovell Marriott purchased a three-bedroom, two-bathroom house at full price from the Mr. Frank Hall, located on Kimera Way, North Sound Estate, Bodden Town, Cayman Islands.
2. The house's structure was found to be structured differently than advertised, with a backyard extending less than four feet from the house. The corner lot had a total square footage that was far less than was advertised by Frank Hall Homes and was built in violation of the laws of the Cayman Islands.
3. The length of the backyard violated The Development and Planning Law of the Cayman Islands, which states that backyards must extend at least twenty (20) feet from the house.
4. Ms. Lovell Marriott met with Mr. Toney Connolly, who promised her that he would speak with Mr. Frank Hall regarding the house's non-conformity with its legal requirements and then get back to her, but he never did so.
5. Ms. Lovell Marriott made an appointment with Mr. Frank Hall. In that meeting was Mr. Connolly, Ms. Keyshia Wynn, and Mr. Aliser Cox. Ms. Lovell Marriott stated that she was going to re-sell the house but was unable to sell the house at the going price in the North Sound Estate due to the lack of a property size that was smaller than all the neighboring lots. Mr. Hall apologized to her for the inconvenience and clearly instructed Mr. Tony Connolly to allow her to purchase a house in the next development even though she was unemployed and give Ms. Marriott the opportunity to pay for the house through the office until she was employed.
6. Ms. Lovell Marriott was advised by Mr. Hall to purchase a home in each development and re sell them. He also had suggested each sale on a home should give her a profit return of \$50,000 so that she could take care of her family, because her husband, who was severely ill and hospitalized in the United States. Ms. Wynn was shocked by Mr. Hall's offer and openly wondered why Mr. Hall did not give her that opportunity.
7. Ms. Marriott sold the house and waited for Mr. Connolly to carry through with Mr. Frank Hall's request for several years, but he never did so, and ultimately stated that he could not honor Mr. Hall's request.

8. Due to Mr. Connolly's actions, Ms. Marriott has suffered loss, damage, distress, discomfort, and inconvenience. She suffered monetary damages from being unable to purchase a new home and had to resort to renting which put a strain on her family.

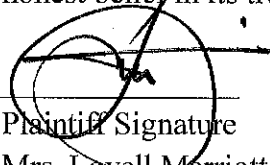
9. The damages from Frank Hall Homes breach of contract total \$20,000.00. She is seeking a refund.

PLANTIFF CLAIM

Sum of \$20,000.00

This amount should be paid by 17th of September 2024 to avoid a 20% interest rate added to the sum.

I believe that the facts stated in this Particulars of Claim are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.



Plaintiff Signature

Mrs. Lovell Marriott

George Town

Cayman Islands

Grand Cayman Islands

Dated: September 3rd, 2024.

IN THE SUMMARY COURT AT GEORGE TOWN
CAUSE NO. SC__ OF 20
BETWEEN:
Ms. Lovell Marriott
Plaintiff
AND:
Frank Hall Homes
Defendant

ACKNOWLEDGMENT OF SERVICE

1. Frank Hall Homes
67 Mary Street
George Town
Cayman Islands

2. State whether the Defendant intends to contest the action.

Yes /No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes /No

4. If you do intend to contest the action, in whole or in part, you must set out the full particulars of your

Defense see overleaf.

The service of the plaintiff is acknowledged accordingly.

Defendant's Signature

DATED this 3rd day of September 2024

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to

the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature
Frank Hall Homes
67 Mary Street
George Town
Cayman Islands

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-

1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against