



Neutral Citation Number: [2026] CIGC (Civ) 6

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

G 2025-0109

BETWEEN:

LINDA FRYE-CHAIKIN

Plaintiff

AND:

ERIC BRADLEY

Defendant

IN CHAMBERS

Before: Hon. Justice Marlene Carter

Heard: 12 November 2025

**Appearances: Mrs. Linda Frye-Chaikin, unrepresented in person
Mr. Michael Wingrave of Dentons for the Defendant**

Judgment Delivered: 03 February 2026

Civil Law – GCR Order 18 r 19 – Abuse of process – Estoppel

JUDGMENT

Introduction

1. The Defendant seeks an Order pursuant to GCR Order 18 rule 19 that the Statement of Claim be struck out on the grounds that it is an abuse of process of the court. The Defendant also seeks his costs to be taxed on the indemnity basis or alternatively on the standard basis if not agreed.
2. The parties were first before the Grand Court in G 136 of 2016. In that case the now Defendant brought an action in reliance on an agreement between the parties for the Plaintiff to sell to the Defendant and another person her interest in a strata lot at the Villas of The Galleon in Grand Cayman. The Defendant claimed to have been willing to satisfy all obligations under the

agreement, but the Plaintiff had refused to complete the purchase and sale. The Defendant's claim was for specific performance of the agreement or alternatively damages from the Plaintiff.

3. By Judgment, dated 25 April 2017 this court found that the proper forum for resolution of the dispute between the parties was Michigan, USA and not the Cayman Islands.
4. The Defendant thereafter pursued the matter in Michigan and obtained judgment against the Plaintiff on 6 August 2019. The Plaintiff appealed. Her appeal was heard and denied by the State of Michigan Court of Appeals on 28 January 2021. The order of the lower court was affirmed. The Plaintiff applied for permission for further appeal to the Michigan Supreme Court. This application was denied.
5. On 21 January 2022, the Plaintiff filed an Amended Reply in GC 136 of 2016. The Reply raised the issues which formed the basis of an application for summary judgment heard by Asif J. on 20 April 2024. The Defendant was granted summary judgment dated 4 September 2024.
6. The following paragraphs of the judgment of Asif J. summarize the issues before that court and are relevant to the instant application.

“29. Turning to the substantive dispute between the parties, the current position is that, at Ms Frye-Chaikin’s insistence, it has been litigated to a conclusion before the courts in Michigan. It is a well-established principle that litigants do not get a second go at litigating the same issues in another court just because they do not like the outcome the first time around. This is the essence of the concept of issue estoppel. Dicey addresses this at paragraph 14-032:

“It was established by a majority of the House of Lords in Carl Zeiss Stiftung v Rayner & Keeler (No.2) that a foreign judgment could give rise to an issue estoppel, i.e. prevent a party from denying any matter of fact or law necessarily decided by the foreign court. For there to be such an issue estoppel, three requirements must be satisfied: first, the judgment of the foreign court must be (a) of a court of competent jurisdiction in relation to the party who is to be estopped, (b) final and conclusive and (c) on the merits; secondly, the parties to the English litigation must be the same parties (or their privies) as in the foreign litigation; and, thirdly, the issues raised must be identical. ...”

30. *In this case:*
- 30.1 *the parties are precisely the same;*
- 30.2 *the Michigan courts are courts of competent jurisdiction and were the venue positively contended for by Ms Frye-Chaikin;*
- 30.3 *the judgment of the Circuit Court judge is final and conclusive in the sense required, namely it is final and unalterable in the court which pronounced it, and moreover Ms Frye-Chaikin's appeals against that judgment have failed; and*
- 30.4 *the issues that Ms Frye-Chaikin now wishes to raise in the Grand Court as to the validity of the agreement are the same issues that were decided against her by the Circuit Court judge in Michigan.*
31. *Thus, it is now too late for Ms Frye-Chaikin to try to re-open and re-argue the dispute regarding the validity and enforceability of the agreement. Those arguments have already been presented to the courts in Michigan. The issues between Ms Frye-Chaikin and the Plaintiffs regarding the agreement have been determined in Michigan, and the Plaintiffs and Ms Frye-Chaikin are bound by that determination.*
32. *In my judgment, there is no realistic prospect that Ms Frye-Chaikin would be permitted at any trial to argue that she is not bound by the outcome of the Michigan proceedings and is not subject to an issue estoppel. It follows that there is no realistic prospect that Ms Frye-Chaikin can advance at trial the kinds of arguments regarding the validity of the agreement that she put before me, as summarised at paragraph 17 above."*

7. Thereafter, on 28 January 2025, the Plaintiff was refused permission to appeal by Asif J. The Plaintiff sought permission to appeal to the Cayman Islands Court of Appeal ("CICA"). Permission to appeal was refused both on the papers and following renewed application before the CICA. Salient paragraphs from the judgment of the Court of Appeal, dated 15 May 2025 are as follows:

"20. Before us, the defendant, who is acting in person, filed a notice of application for leave to appeal. We have read her notice carefully, although it is not easy to summarise in legal terms. In essence, she repeats and in some cases expands upon her submissions before the judge as to why the agreement should be held to be invalid and unenforceable. These include that untrue evidence was given before the Michigan courts; the agreement was reached under duress and without legal advice; it undervalued the condo unit; a

caution entered into was unlawful; the agreement was unconscionable; and the judge should have engaged with her arguments on the merits and determined that the agreement was invalid and unenforceable under Cayman law.

21. *Before us today, the defendant has made further written submissions, some of which she has read out to us and others which we have read.*
22. *But ultimately her submission fails to take account of the basis upon which the judge reached his decision, namely issue estoppel. The judge correctly identified the requirements for issue estoppel to operate and his decision that the requirements were met in this case and that the contrary could not realistically be argued, cannot be faulted. In my judgment he was correct to hold that, having successfully argued that the dispute should be heard by the courts of Michigan rather than the Cayman Islands, the defendant is now bound by the decision in Michigan and cannot seek to re-argue the matter in this jurisdiction. To the extent, if any, that she wishes now to raise any points which she did not specifically raise before the courts in Michigan but which she could and should have, it is now too late to do so.”*

8. The Defendant submits that:

- (i) the instant proceedings are a second attempt to re-litigate matters already decided in Michigan. The judgments of Justice Asif KC and the CICA demonstrate that the Plaintiff was not entitled to raise the matters that she now raises in the Statement of Claim in the instant matter, already raised within the context of her defence in G136 of 2016, because she was estopped from so doing.
- (ii) the Plaintiff faces an additional difficulty beyond that which she faced in G 136 of 2016, namely that she now has judgments of the Grand Court and Court of Appeal determining against her that she is not entitled to raise the subject matter of the instant proceedings. There are now two levels of estoppel arising out of the general doctrine of *res judicata*.
- (iii) The Defendant has demonstrated that the matters urged upon this court by the Plaintiff have already been litigated to a conclusion both in Michigan and in the Cayman Islands.

- (iv) Even were it not for the existence of the Cayman Islands judgments, the Plaintiff would be barred from raising the matters contained in the Statement of Claim by reason of the judgments against her in Michigan.
- (v) *“In reality, although the plaintiff seeks to re-cast her allegations in this iteration of the dispute between the parties, the core subject matter is the same as that decided in Michigan and then by the Courts of the Cayman Islands. In consequence, the Statement of Claim is an abuse of process and the plaintiff’s claim should not be allowed to continue beyond this summary stage.”*
9. The Plaintiff represented herself on this application and confirmed that she was not seeking time to get representation. At the outset the Plaintiff sought to proffer an amendment to the Statement of Claim which in essence would have given further details in support of that aspect of the claim relating to damages. Counsel for the Defendant had time to peruse the document and did not object to the court proceeding with the application.
10. Apart from raising issues which the Plaintiff alleges casts doubt on the propriety and validity of the agreement for sale of the property in Cayman, the same said strata lot at the Villas of the Galleon which was the subject matter in GC 136 of 2016, the Plaintiff’s main contention is that this court should not accept the findings and decision of the Court in Michigan. The Plaintiff’s arguments, taken from the Statement of Claim are as follows:

“13. Specific Performance Judgment in Michigan: *The Michigan Proceedings culminated in a judgment in favor of the Defendant, purporting to award Specific Performance of the expired Michigan Agreement (not valid in Cayman). On August 6 2019 the Circuit Court in Michigan entered a judgment ordering the Plaintiff to convey the title of her Cayman Property to the Defendant. He did not pay for the property. (Theft) The Defendant had committed Perjury, lied in Michigan Court under Oath, in order to get the Wrongful Judgment. He said I came to him trying to sell my condo and he accepted my offer, and that I didn’t show up either. The Judge based his verdict on these lies told in court. The Michigan Judgment was obtained ex parte; it directly conflicts with the true status of the Agreement (which was void) and the Jurisdiction of this Honourable Court over Cayman Islands property.*

14. Obtained by Perjury and Fraud: *The Defendant obtained the Michigan Judgment through perjury, fraudulent representations and other misconduct. In the Michigan Proceedings, the Defendant gave false testimony and*

presented misleading documents, including falsely asserting that the Plaintiff was in breach of a valid contract and the Defendant was willing, and able to complete the purchase. (Not True). The Defendant failed to disclose to the Michigan court that the Agreement had expired 4 years ago, and that he had not paid for the condo, and that he had coerced the Plaintiff to sign under duress and with no legal representation. The Defendant also misled the court about service and notice of the Plaintiff, resulting in the Plaintiff not being heard. Except for the Defendant's perjurious and fraudulent conduct, no such judgment would have been granted.

15. **Conflict of Judgments and Jurisdiction:** *The Michigan Judgment improperly attempts to adjudicate rights to Cayman Islands real property, which is outside the jurisdiction of the Michigan court. The existence of this foreign judgment has created a direct conflict: on one hand, the Plaintiff's Cayman title (though burdened by the Wrongful Caution) shows her as the sole owner with a Caution lodged with an expired Agreement; on the other hand, the Defendant holds a Michigan Judgment, erroneously declaring entitlement to her Property (with the use of Perjury). This conflicting situation has caused legal uncertainty and clouded the Plaintiff's title. The Plaintiff maintains that the Michigan Judgment is null, void and unenforceable in the Cayman Islands due to the Defendant's fraud and lack of jurisdiction, and the Plaintiff brings this action in part to so declare and prevent the Defendant from profiting by his Fraud."*

Court's considerations

11. In *Atlantic v Zodiac Seats UK Ltd [2014] AC 160*, paragraphs 17 to 20 Lord Sumption JSC considered principles surrounding issue estoppel and abuse of process. The following useful summary can be derived from that authority
- a) Cause of action estoppel is a species of the doctrine of *res judicata*;
 - b) It operates in the following way ‘... where a cause of action has been held to exist or not to exist, that outcome may not be challenged by either party in subsequent proceedings.’
 - c) *Res judicata* operates as a part of the law of abuse of process;
 - d) Cause of action estoppel is an absolute bar where the later proceeding is identical to the former, between the same parties and involving the same subject matter;
 - e) The only exception is where fraud or collusion are alleged such as to justify setting aside the earlier judgment.

12. *Dicey, Morris and Collins on The Conflict of Laws (15th Ed)*, states that once a judgment was made on the merits and is final and enforceable in the court in which it was pronounced, it is to be considered final and conclusive irrespective of the fact of the existence of an appeal.¹ Further, that a foreign judgment may operate so as to give rise to an issue estoppel in a domestic action if it is shown that the foreign judgment is from a court of competent jurisdiction, is final and conclusive, made on the merits, covering the same parties and the issues raised must be identical.²
13. I have carefully considered the Statement of Claim filed in the instant action. The Plaintiff has detailed the matters that she claims cause the agreement between herself and the Defendant for the sale of the property, the strata lot at Villas of the Galleon, not to be valid including: the solicitation of the sale by the Defendant, pressure from the Defendant to sign the agreement resulting in the signing being made under duress or coercion, misrepresentation of terms and parties in the agreement, unauthorized alterations, the Defendant's non-performance in failing to secure financing, the unlawful lodging of a caution against the property, issues concerning the Michigan proceedings [from the Statement of Claim at paragraph 10 herein], conflict of judgments and jurisdiction, that the Michigan judgment is null void and unenforceable in the Cayman Islands due to the Defendant's perjury, fraud and lack of jurisdiction. These issues all echo and, in many respects, mirror the Plaintiff's claims in G 136 of 2016, claims that have been ventilated before the circuit court and Court of Appeals in Michigan and before the Cayman Courts within the context of the application for summary judgment in that action.
14. The Plaintiff could offer nothing in substance to this court to displace the fact that the judgment of the circuit court in Michigan, upheld by the State of Michigan Court of Appeals was one that was:
- a) Made by a court of competent jurisdiction;
 - b) Final and enforceable in Michigan;
 - c) Decided between the Plaintiff and the Defendant;
 - d) Made upon the same subject matter as the current action.
 - e) Made in respect of identical issues.
15. Asif J. has found that the Michigan courts are courts of competent jurisdiction. The judgment of the Circuit Court judge was final and conclusive in the sense required, Ms Frye-Chaikin's appeals against that judgment have failed, and the issues that Ms Frye-Chaikin wished to raise in the Grand

¹ Per para. 14-026

² Per para 14-032

Court as to the validity of the agreement are the same issues that were decided against her by the Circuit Court judge in Michigan.³ None of these findings have changed by the passage of time.

16. There is no pleaded basis in the Statement of Claim to depart from the *res judicata* rule. There is no evidence of fraud or collusion in the Michigan court. I note the submission of counsel for the Defendant on this point. Counsel invited the Court to note that in her appeal to the Court of Appeal in Michigan, the Plaintiff did not suggest impropriety on the part of the first instance Judge or that his hearing of the matter had been procedurally flawed. Neither did it appear in any of the Michigan judgments that the Plaintiff advanced a case in fraud against the Defendant.
17. The Plaintiff was professionally represented at first instance and on appeal during the court hearings in Michigan. Counsel for the Defendant urged the Court to exercise “*considerable caution when weighing the plaintiff’s allegations of impropriety against the trial Judge and the defendant.*” The allegations against the procedures of the Michigan circuit court leading to its judgment outlined at paragraph 10 above from the Statement of Claim are matters that should have been ventilated before that court.
18. At paragraph 12 of the Court of Appeal judgment the CICA noted the many issues that were recognized by Asif J. as being presented by the Plaintiff as the relevant issues surrounding her claim in G 136 of 2016. The court detailed:

In brief summary, the defendant contended that she had been pressurised into selling her condo unit to the plaintiffs; she had wanted to get legal advice at the time but Mr Bradley had dissuaded her on the ground that it was not a ‘real’ contract; the alleged witness to the agreement had not been present when the defendant signed it and it had been backdated; the plaintiffs were taking advantage of the increase in the value of the condo unit since the agreement; the plaintiffs fabricated documents and telephone conversations to support their claim; the plaintiffs’ attorney in Michigan had colluded with the judge in the Circuit Court; she had not been allowed to speak during the hearing in Michigan to correct misinformation; the outcome was predetermined because of the Circuit Court judge’s corruption; the plaintiffs had made a deal with their attorney to get a share of the unit with the judge in Michigan; two members of the Michigan Court of Appeals were newly appointed and therefore bias against allowing any appeal in

³ See paragraph 6 above

order to safeguard their positions; and there had been a lot of complaints about the Circuit Court judge in Michigan but, because he was a native American, no one dared to challenge him for fear of being accused of racism.”


19. The CICA also recounted the matters that the Plaintiff had raised before the CICA upon the application for leave to appeal at paragraphs 20 of the CICA judgment and quoted herein at paragraph 7.

20. Ultimately the relief that the Plaintiff seeks on this action is the clearest indicator of the fact that the claims are essentially the same relating as it does to the same parties, subject matter, issues and the same relief sought. In the Statement of Claim in the instant action the Plaintiff claims:

- “1. An order that the Caution lodged by the Defendant against Block IID Parcel I/11H65 be vacated, canceled, or removed forthwith by the Registrar of Lands, restoring the Plaintiff’s title to the Property free of encumbrance.*
- 2. A declaration that the Michigan Judgment obtained by the Defendant is void, not recognizable, and unenforceable in the Cayman Islands, and that the Defendant has no right or interest in the Property arising from the purported Agreement or said judgment.*
- 3. Permanent injunctive relief restraining the Defendant from maintaining any caution or caveat against the Property and from commencing or pursuing any legal action (in the Cayman Islands or elsewhere) that would seek to enforce the expired Agreement or the Michigan Judgment against the Plaintiff or her Property.*

21. The validity of the agreement has been determined by the court in Michigan. Specific performance of the agreement has been ordered. Summary judgment enforcing specific performance has been ordered by Asif J. Title to the property has been determined: The Defendant and Jacqueline Chuang [Plaintiffs in G 136 of 2016] were declared as joint proprietors and the Plaintiff as chargee of the property under the charge given by the Plaintiff to the Defendants in that matter. The courts in the Cayman Islands, the Grand Court and the CICA, have determined that the Michigan Judgment is valid and can be enforced against the Plaintiff. There can be no basis for injunctive relief against the defendant where his claim for specific performance based on the agreement has been granted and that judgment upheld by courts of competent jurisdiction and validated in the Cayman Islands.

22. The Plaintiff also seeks in the instant claim:
- “4. *Damages in an amount to be assessed by the Court, including general damages for fraud, misrepresentation, and harassment, and aggravated and /or exemplary damages in view of the Defendant’s wilful, malicious and fraudulent conduct.*
 5. *Interest on any damages award, at such rate and for such period as the Court deems just, pursuant to statute or the Court’s equitable jurisdiction.*
 6. *The costs of this action, to be paid by the Defendant on an indemnity basis or such basis as the Court thinks fit.*
 7. *Such further or other relief as this Honourable Court deems just and appropriate in the circumstances.”*
23. The claim for damages and interest sought relate to the matters surrounding the claim for specific performance of the agreement. The addition of the relief sought on by leave to amend the Statement of Claim does not take the issues regarding damages, interest on damages, or costs any further since the new items of relief all relate to the claim against the Defendant on the subject matter of the sale agreement and the property. These issues having been determined against the Plaintiff, the claims for damages and interest cannot stand.
24. It is apparent to this court that the Plaintiff fails or is simply unwilling to accept that the judgment of the Circuit Court in Michigan, a court which she sought to have determine the issues in G 136 of 2016, is a valid judgment that has been rendered final and conclusive once it was affirmed by the Michigan Court of Appeals and permission to appeal to the Michigan Supreme Court was denied. However, this court must heed those judgments from a court of competent jurisdiction. The issues raised by the Plaintiff in the instant case have been adjudicated. The Plaintiff’s claim is an abuse of process.
25. The judgment of this Court is that the orders sought on the summons should be granted. Pursuant to GCR O 18 r.19 the Statement of Claim is struck out on the grounds that it is an abuse of process of the Court. The Plaintiff will pay the Defendant’s costs of this action to be taxed on the standard basis, if not agreed.



Hon. Mrs. Justice Marlene Carter
Judge of the Grand Court