



**Neutral Citation Number: [2025] CICA (Civil) 18**

**IN THE CAYMAN ISLANDS COURT OF APPEAL  
ON APPEAL FROM THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION**

**CICA CIVIL APPEAL No. 0023 of 2023  
(formerly G 0136 of 2016)**

**BETWEEN**

**LINDA FRYE-CHAIKIN**

**Appellant**

**and**

**ERIC BRADLEY**

**JACQUELINE CHUANG**

**Respondent**

**Before:** **The Rt Hon Sir John Goldring, President  
The Hon Sir Michael Birt, JA  
The Rt Hon Sir Jack Beaton, JA**

**Appearances:** **Appellant in Person  
Mr Michael Wingrave of Dentons for Respondents**

**Heard:** **15<sup>th</sup> May 2025**

**Judgment delivered:** **15<sup>th</sup> May 2025**

**JUDGMENT**

**Sir Michael Birt, JA**

1. This is a renewed application by the defendant for leave to appeal against the decision of Asif J (the judge) on 4 September 2024 whereby he granted summary judgment to the plaintiffs,

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leave to appeal having been refused by Asif J on 28 January 2025 and by a single judge of this court on 4 April 2025.

## Background

2. The background concerning the proceedings in this jurisdiction and in the state of Michigan in the United States is fully set out in the judgment of the judge (the Judgment). The key events for present purposes, as taken from the Judgment, are as follows.
3. The plaintiffs commenced proceedings by writ in the Grand Court in July 2016. The plaintiffs claim that they concluded an agreement with the defendant on 27 May 2014 for the defendant to sell her interest in a condo unit at Villas of the Galleon, on Seven Mile Beach for US \$625,000, and that the defendant failed to complete the sale. The plaintiffs claim specific performance, alternatively return of the deposit monies that they paid the defendant and reimbursement of their legal fees.
4. As all parties lived in Michigan, the plaintiffs applied for leave to serve the defendant out of the jurisdiction, which was granted ex parte on 17 August 2016.
5. The defendant was served and filed an acknowledgement of service in December 2016 indicating that she intended to defend the claim.
6. On 10 January 2017 the defendant applied to set aside service of the writ and to challenge the jurisdiction of the Grand Court on the grounds that the parties were all based in Michigan, the agreement was made in Michigan, and it was stated to be subject to Michigan law. In those circumstances, submitted the defendant, the Cayman Islands was not the appropriate jurisdiction to decide the claim.
7. In a judgment dated 25 April 2018, Acting Justice Carter rejected the defendant's argument that the case was not one where service out of the jurisdiction could properly be ordered, but she agreed with the defendant's contention that Michigan rather than the Cayman Islands was the appropriate forum for the dispute. She therefore stayed the proceedings in the Cayman Islands.
8. The plaintiffs accordingly commenced proceedings in Michigan before the Circuit Court for Washtenaw County. The various Michigan judgments were before the judge and he drew upon them for his description of the proceedings in Michigan.

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9. On 8 August 2019 the plaintiffs obtained summary judgment in the Circuit Court upholding the validity of the agreement following a contested hearing at which the defendant was represented by counsel. The court ordered specific performance of the agreement.
10. On 27 August 2019, the defendant appealed against the Circuit Court's judgment. Whilst that appeal was pending, on 25 March 2020, Acting Justice Carter acceded to the plaintiffs' application to reactivate the proceedings in the Grand Court, but stayed her order from coming into effect until the determination of the defendant's outstanding appeal in Michigan.
11. On 28 January 2021 the Michigan Court of Appeals upheld the Circuit Court's decision to grant summary judgment and the defendant's appeal was dismissed. On 1 June 2021, the Michigan Supreme Court refused the defendant's application for leave to appeal to that court.
12. Reverting to the proceedings in this jurisdiction, the defendant prepared her own Defence dated 12 August 2021. The judge described it as a "*somewhat discursive document*". He summarised her position as reflected in the Defence and in her oral presentation to him at [17.1] – [17.10] of the Judgment. The court has carefully read what is stated there, but it is not necessary to set it out in full. 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 had 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 proceeds of sale of the condo unit; Mr Bradley intended to share the profit on the sale of the unit with the judge in Michigan; two members of the Michigan Court of Appeals were newly appointed and therefore biased against allowing any appeal in 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.

13. On 24 August 2023, the Circuit Court judge in Michigan granted the plaintiffs' motion to compel the defendant to sign a formal sale agreement to complete the sale of the condo unit to the plaintiffs and ordered that the court would sign the document on her behalf if she did not. The Circuit Court judge signed the sale agreement on the defendant's behalf on 24 August 2023.
14. The plaintiffs issued their summons for summary judgment in this jurisdiction on 26 October 2023, and this was the application which gave rise to the Judgment.

### The Judgment

15. The judge reminded himself of the principles to be applied when considering an application for summary judgment by reference to the well-known English case of *Easyair Ltd v Opal Telecom Ltd* [2009] EWHC 339, an extract from which he set out at [26] of the Judgment. In short, in the context of an application for summary judgment by a plaintiff, the court must consider whether the defendant has a “realistic” as opposed to a “fanciful” prospect of success and a “realistic” defence is one which carries some degree of conviction, which means that it is more than merely arguable.
16. The judge noted that the plaintiffs were applying for summary judgment on the basis that the decision of the Michigan Circuit Court meant that the defendant was estopped from denying the plaintiffs' claim on the ground of issue estoppel. At [29] the judge quoted *Dicey, Morris and Collins, the Conflict of Laws (15<sup>th</sup> edition)* at 14 – 032 in the following terms:

1. *“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...”*

17. The judge concluded that all the requirements set out in the above passage from *Dicey, Morris and Collins* were satisfied in the present case. Thus, the parties were precisely the same; the Michigan courts were courts of competent jurisdiction and indeed were the venue positively contended for by the defendant; the judgment of the Circuit Court was final and conclusive and the defendant's appeals against that judgment had failed; and the issues that the defendant now wished to raise in the Grand Court as to the validity of the agreement were the same issues that were decided against her in Michigan.

18. He summarised his conclusions at [31] – [33] as follows:

2. *“31 Thus, it is now too late for [the defendant] 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 [the defendant] and the plaintiffs regarding the agreement have been determined in Michigan, and the plaintiffs and [the defendant] are bound by that determination.*

3. *32 In my judgment, there is no realistic prospect that [the defendant] 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 [the defendant] 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.*

4. *33 Further, [the defendant's] arguments concerning alleged judicial impropriety and corruption in Michigan are not supported by cogent evidence, or any evidence, and I agree with Mr Wingrave's characterisation of them as being incredible and scandalous. I therefore conclude that there is no other issue or question that ought to be tried”.*

### **This application**

19. In order for leave to appeal to be granted, the court must be satisfied that an appeal has a real (i.e. realistic, not fanciful) prospect of success.

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.

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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 submissions fail 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 in 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.
23. As I say, the defendant criticises the judge for not examining the merits of her case; but the result of there being an issue estoppel is that the Cayman courts are not entitled to revisit the merits of the decision of the Michigan court, which was of course the court which the defendant herself argued successfully was the appropriate court to consider the dispute, which is why the original Cayman proceedings were stayed and sent off to Michigan for decision.
24. In my judgment, the defendant's appeal does not have any real prospect of success and leave to appeal is therefore refused.
25. Sir Jack Beatson JA  
I agree.
26. Sir John Goldring P  
I also agree.