

DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Estime Tanis v. Niquette Destin

No. 3D25-1214 · No. No. 3D25-1214 · Decided April 1, 2026

SUMMARY

The Florida Third District Court of Appeal affirmed the trial court’s judgment in an appeal involving contract claims. The court cited the absence of a trial record, principles concerning anticipatory repudiation, and requirements for specific performance.

CASE DETAILS

COURT	District Court of Appeal of Florida, Third District
WRITING FOR THE COURT	Fernandez, J.; Miller, J.; Lobree, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	April 1, 2026
DOCKET	No. 3D25-1214
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a judgment of the Circuit Court for Miami-Dade County.
STANDARD OF REVIEW	An appellate court cannot properly resolve underlying factual issues or determine whether a judgment is supported by the evidence or an alternative theory without a record of the trial proceedings.
PRECEDENTIAL VALUE	Published Florida District Court of Appeal opinion
PARTIES	Estime Tanis v. Niquette Destin

TOPICS

- appellate procedure
- breach of contract
- anticipatory repudiation
- specific performance remedy
- standard of review

PRACTICE AREAS

- contracts
- appellate procedure
- remedies

QUESTIONS PRESENTED

1. Whether the circuit-court judgment could be reversed when the appellate court lacked a record of the trial proceedings sufficient to resolve the underlying factual issues.
2. Whether the record supported issues involving anticipatory repudiation and the availability of specific performance.

HOLDINGS

1. Without a record of the trial proceedings, the appellate court could not properly resolve the underlying factual issues or conclude that the circuit court's judgment was unsupported by the evidence or an alternative theory; the judgment was therefore affirmed.
2. An anticipatory repudiation relieves the nonbreaching party of its duty to perform further and gives that party an immediate cause of action for breach of contract and damages.
3. A contract is subject to specific performance only when the writing demonstrates that the parties' obligations concerning contractual conditions and actions to be taken are clear, definite, and certain.

KEY QUOTATIONS

“Without a record of the trial proceedings, the appellate court can not properly resolve the underlying factual issues so as to conclude that the trial court's judgment is not supported by the evidence or by an alternative theory.” (377 So. 2d at 1152)

“[A]nticipatory repudiation relieves the non-breaching party of its duty to further perform and creates in it an immediate cause of action for breach of contract.” (427 So. 2d at 1111)

“In order for a contract to be subject to specific performance, it must appear from the writing constituting the contract that the obligations of the parties with respect to conditions of the contract and actions to be taken by the parties are clear, definite and certain.” (311 So. 2d at 160)

“[A]nticipatory repudiation[] . . . gives rise to a claim for damages by the nonbreaching party.” (74 So. 3d at 1090)

FACTUAL BACKGROUND

The opinion does not provide substantive facts concerning the parties' transaction. The cited authorities indicate that the appeal involved issues of anticipatory repudiation, breach-of-contract damages, and specific performance. The appellate court stated that the absence of a trial record prevented proper resolution of the underlying factual issues.

PROCEDURAL HISTORY

Tanis appealed a circuit-court judgment. The Third District affirmed, relying on the absence of a record sufficient to resolve the underlying factual issues and citing authorities concerning anticipatory repudiation and specific performance.

DISPOSITION

affirmed

CASES CITED

- Applegate v. Barnett Bank of Tallahassee, 377 So. 2d 1150, 1152 (Fla. 1979)
- Twenty-Four Collection, Inc. v. M. Weinbaum Const., Inc., 427 So. 2d 1110, 1111 (Fla. 3d DCA 1983)
- Brown v. Dobry, 311 So. 2d 159, 160 (Fla. 2d DCA 1975)
- Craigsideside, LLC v. GDC View, LLC, 74 So. 3d 1087, 1090 (Fla. 1st DCA 2011)

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed April 1, 2026. Not final until disposition of timely filed motion for rehearing. _____ No. 3D25-1214 Lower Tribunal No. 23-25501-CA-01 _____ Estime Tanis, Appellant, vs. Niquette Destin, Appellee. An Appeal from the Circuit Court for Miami-Dade County, William Thomas, Judge.

Law Offices of James Jean-Francois, P.A., and James Jean-Francois (Hollywood), for appellant. Hutchison Law, and Courtney D. Hutchison (Naples); Rizk Law, PLLC, and Beshoy Rizk, for appellee. Before FERNANDEZ, MILLER, and LOBREE, JJ. PER CURIAM. Affirmed. See Applegate v. Barnett Bank of Tallahassee, 377 So. 2d 1150, 1152 (Fla. 1979) (“Without a record of the trial proceedings, the appellate court can not properly resolve the underlying factual issues so as to conclude that the trial court's judgment is not supported by the evidence or by an alternative theory.”); see also Twenty-Four Collection, Inc. v. M. Weinbaum Const., Inc., 427 So.

2d 1110, 1111 (Fla. 3d DCA 1983) (“[A]nticipatory repudiation relieves the non-breaching party of its duty to further perform and creates in it an immediate cause of action for breach of contract.”); Brown v. Dobry, 311 So. 2d 159, 160 (Fla. 2d DCA 1975) (“In order for a contract to be subject to specific performance, it must appear from the writing constituting the contract that the obligations of the parties with respect to conditions of the contract and actions to be taken by the parties are clear, definite and certain.”); Craigsideside, LLC v. GDC View, LLC, 74 So.

3d 1087, 1090 (Fla. 1st DCA 2011) (“[A]nticipatory repudiation[.]... gives rise to a claim for damages by the nonbreaching party.” (citing Restatement (Second) of Contracts § 253 (1979))). 2