Court Finds That Text Message Can Form Binding Contract

In **St. John's Holdings, LLC v. Two Electronics, LLC**, the Massachusetts' Land Court concluded (in what appears to be a case of first impression) that a string of text messages can constitute a writing under the Statute of Frauds sufficient to bind the parties to sell certain property, writes **Matthew DeVries** on **Burr & Forman LLP**'s Best Practices Construction Law blog.

DeVries explains in **the article**: The transaction involved included four drafts of a letter of intent from Buyer to Seller for purchase of a piece of property, none of which were signed by Buyer. Ultimately, Seller's agent texted Buyer's agent, asking him to sign the letter and provide a deposit. About two hours later, after Buyer signed the letter and provided a deposit, Buyer's agent sent a text to Seller's agent saying he had signed the letter of intent. The two agents met later that day to deliver and accept the letter and deposit, and the seller's agent sent a text saying the Seller was unavailable and would respond the next day. But it was determined later that the Seller accepted a third party's offer to purchase the property at the same time, and refused to execute and deliver the letter of intent from the original Buyer.

"The court concluded that the text message from Seller's agent was a writing that, read in the context of the email exchanges between the parties, contained sufficient terms to state a binding contract between Seller and Buyer. In addition, the court found that the final text message contained a valid electronic signature to be 'signed' within the meaning of the law," DeVries explains.

Read the article.