A Quick ‘Yes’ Can Create a Binding Contract, Even If There Has Not Been Agreement on All Terms

- Even an informal email can constitute acceptance of a contractual offer, warns **The In-House Advisor**.

“Moreover, just a few months ago, Judge Timothy Hillman took this principle one step further by ruling, in *Witt v. American Airlines,* that an exchange of emails can form a binding settlement agreement, even if the parties have not agreed to all of the terms of that settlement,” explains author **Shepard Davidson**, a Burns Levinson partner.

The judge found that both sides had agreed to a settlement in an email exchange. When the plaintiff later tried to reopen discussions, American Airlines filed a motion to enforce settlement agreement. The court allowed the motion.

Read the article.