

# Can Emails Establish an Easement in Texas?

Charles Sartain, in a discussion involving a Texas case concerning a disagreement over the negotiation of the payment for a pipeline easement, addresses the issue of whether emails can create a contract.

Writing in the Gray Reed & McGraw **Energy & the Law** blog, Sartain outlines the facts in *Bujnoch v. Copano*. In an early email exchange, the pipeline company set the price at \$70 per foot, with both sides apparently agreeing. But when the property owner receives the paperwork, the price is listed at \$25.

Sartain addresses the questions of: Could the emails be read together to make a written contract? Did the emails omit essential terms? Was the description of the easement sufficient? Did “futuristic” language contemplate an agreement to be executed in the future? And, Did the parties agree to transact business electronically?

**Read the article.**