

Electronically Signed Email Exchange May Constitute Enforceable Real Estate Contract

If you don't want your emails to be binding contracts, don't sign them, or better yet, don't write them in the first place, warns **a post** in the Ohio Real Estate Law Blog of Kohrman, Jackson & Krantz.

The case involved the attempted sale of a high-end residential property in Ohio. The buyers argued that the sellers had agreed by a series of email exchanges (electronically signed) to sell their home to the buyers and that the sellers breached that agreement.

An appellate court remanded the case, explaining: "Given the circumstances surrounding the parties' email exchange and later discussions, including that other terms of the sale had yet to be agreed upon, an issue of fact exists as to whether the parties had a present intention to be bound at the time of the email exchange, or whether the parties did not intend to be bound until execution of the more formal contract."

[Read the article.](#)