

## Email signatures – can you enter into a contract unknowingly?



The case of *Hudson v Hathway* (heard in the Court of Appeal in December 2022) serves as a timely reminder to be careful when using email communications, as the interpretation of what constitutes a ‘signature’ could mean that you have unknowingly varied or entered into a contract.

### Context

As a summary, this case concerned two unmarried individuals who had separated and were in the process of managing their assets, which included the family home. In doing so, various emails (all electronically signed off with the individuals name) were exchanged between the couple which included the following correspondence:

*“...you get sole ownership of your shares and pension, I get the equity from the house, the house contents, savings and income from endowments. Is that right? If so, then I will accept this and will do everything I can to get the house ready for sale”.*

To which came the following response:

*“Yes, that’s right...Under this arrangement, I’ve no interest whatsoever in the house, so whilst I will continue to contribute, I won’t do so forever.”*

Here, the court was therefore tasked with determining whether the emails were ‘signed’ in line with the relevant statute therefore making the exchange a binding agreement which evidenced either parties intentions.



## The decision

The court confirmed that signing off an email with a name did amount to a signature.

In reaching its decision, the court examined what made up and qualified as a 'signature' as unsurprisingly, there is no set definition of what the term actually means. In doing so, the court looked at previous case law which confirmed that printing a name, a rubber stamp and a name on a telegram did qualify as a signature. Of particular note here was the fact that the court took into consideration that the legislation should be encompassing of technological advances.

## Implications

So, what does this mean going forward given that email, text and WhatsApp messages are so often used as quick and easy ways of communicating?

Whilst this case was specific to a land transaction, its principles can be echoed in other instances and is a reminder to be wary of what you are including in any electronic communications. If in doubt, any important emails or correspondence should be marked as 'subject to contract'.

## How we can help

Our [property disputes resolution team](#) is on hand to provide any holistic advice that you may need, please do get in touch.



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