

E-Mail Exchange May Form Contract for Sale of Land

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A federal court in Arkansas has held that an exchange of e-mail messages between a seller and potential buyer of land may form a valid contract. Larry Brantley and Scarlett Wilson had exchanged e-mail messages about Brantley purchasing Wilson's 37 acres of land, including agreeing on a price per acre and estimates of closing costs. Brantley sent Wilson a written contract, however, Wilson told Brantley that she had changed her mind about the price. Brantley then filed suit against Wilson to enforce the contract. Wilson brought a motion, arguing that no contract was formed by the e-mail messages and that, even if a contract was formed, it violated the "Statute of Frauds" that requires contracts for the sale of land to be in writing and signed by the parties. The court determined that Wilson was not denying that the e-mail messages were hers and that it would be possible for a jury to determine that the e-mail messages were sufficient to form a valid contract. *Brantley v Wilson, et al*, Civil No. 05-5093, U.S. District Court for the Western District of Arkansas, February 22, 2006.

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