

All England Reporter/2019/October/Neocleous and another v Rees - [2019] All ER (D) 25 (Oct)

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Neocleous and another v Rees

[2019] EWHC 2462 (Ch)

Manchester County Court

Judge Pearce

20 September 2019

Sale of land – Contract – Form of contract

Abstract

The automatically generated 'signature' or 'footer' on emails setting out a solicitor's name and contact details was adequate to render the document 'signed' within the meaning of s 2(3) of the Law of Property (Miscellaneous Provisions) Act 1989. The County Court, granting specific performance of an agreement for the purchase of land, held that an email sent by the defendant's solicitor which had contained his name and contact details in an automatically generated signature had had the effect of rendering the contents of the email as signed on behalf of the defendant.

Digest

The judgment is available at: [2019] EWHC 2462 (Ch)

Background

The parties had been involved in negotiations for the claimants to purchase land owned by the defendant. The parties reached a purported compromise which was communicated through emails between their respective solicitors. The claimants' solicitor sent an email to the defendant's solicitor setting out the terms of the compromise for the purchase of the land, and the defendant's solicitor replied through email acknowledging the terms of the compromise and adding 'Many Thanks'. The defendant's solicitor's email contained a 'footer' or 'signature' that was automatically created in the email setting out his name and contact details.

The claimants sought specific performance of the compromise agreement on the grounds that the emails had amounted to a single document that had been signed by or on behalf of each party and had therefore met the formalities of s 2 of the Law of Property (Miscellaneous Provisions) Act 1989 (LP(MP)A 1989).

Issues and decisions

Whether the automatically generated signature or footer in emails was adequate to render the document 'signed' within the meaning of LP(MA)A 1989 s 2(3).

The 'footer' or 'signature' could only be present because of a conscious decision to insert the contents, albeit that that decision might have been made the subject of a general rule that automatically applied the contents in all cases. The recipient of such an email would therefore have naturally concluded that the sender's details had been included as a means of identifying the sender with the contents of the email, since such a footer had to have been added either as a result of a conscious decision in the particular case or a more general decision to add the footer in all cases. The sender of the email was aware that their name was being applied as a footer. The recipient had no reason to think that the presence of the name as a signature was unknown to the sender. The use of the words 'Many Thanks' in the present case before the footer had shown an intention to connect the name with the contents of the email (see [57] of the judgment).

Accordingly, the defendant's solicitor had signed the relevant email on behalf of the defendant. It followed that the claimants were entitled to the order for specific performance (see [58] of the judgment).

Firstpost Homes Ltd v Johnson [1995] 4 All ER 355 considered; *J Pereira Fernandes SA v Mehta* [2006] 2 All ER 891 considered; *Stealth Construction Ltd, Re* [2011] All ER (D) 239 (May) considered; *Golden Ocean Group Ltd v Salgaocar Mining Industries PVT Ltd* [2012] 3 All ER 842 considered.

Mark Cawson QC (instructed by Slater Heels LLP) for the claimants.

Duncan Heath (instructed by AWB Charlesworth Solicitors) for the defendant.

Peter Fuller Barrister.