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LAW FIRM

Can a text or email be used as a legally binding contract?

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When most people think of contracts, they think of a very formal, written or typed document that both parties sign – bringing two parties together to a binding agreement. In fact, the historical origin of the word “contract” means to bring together (just like when an object shrinks or “contracts”).

The law has, of course, expanded well beyond those ancient times. The law has evolved to allow contracts to be formed under a number of circumstances.

Typically, the conditions of a contract are some sort of “offer” and some sort of “acceptance” and to be binding, there has to be an exchange of things. For example, if I offer to mow my neighbor’s yard and he accepts then we have an arrangement, but it is not a contract because there is no mutual exchange of things. He gets his grass mowed but I get nothing out of it so there is no contract. However, if there is money involved then it is a contract because there is an exchange of services for money.

In the modern era, there often is no paper document, nor handshake and exchange of cash in your front yard to mow grass, but rather electronic communications prevail.

In Manitoba, the *Electronic Commerce and Information Act* now provides that electronic communications can form the basis of a contract, meaning an electronic communication or even by an act such as touching a computer screen, clicking an acceptance or even speaking a verbal acceptance through an electronic device. As such, a mere email, website or a text can now form a binding contract so one must be cautious when communicating, or by clicking “I Accept” or “I Agree” on your device.

Most of these laws apply only to commercial transactions and business dealings, and not personal promises or communications. A promised Tinder date or marriage proposal would not be a binding contract, for example, nor would a break-up by a text be a broken contract.

As with all legal matters, you should consult a legal professional before accepting anything that appears to be some sort of binding contract (but you definitely look elsewhere for dating advice on accepting Tinder request or marriage proposal).

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