



Messages that matter:

Digital signatures and property transfers

Chris Dunk, Enterprise Chambers

Reid-Roberts v Mei-Lin [2026] EWHC 49 (Ch)

- Decision of Cawson J (appeal)
- Latest in a line of cases about digital signatures
 - Email
 - SWIFT (secure financial messaging service)
 - Now Whatsapp
- s.335A Insolvency Act 1986 application
- Order at first instance: declaration of 50/50 beneficial interest, vacant possession on 1.8.2032

Reid-Roberts v Mei-Lin [2026] EWHC 49 (Ch)

- Appellants: Reid-Roberts & Burke (as Trustees in Bankruptcy of Audun Mar Gudmundsson)
- Respondents: (1) Hsiao Mei-Lin (2) Audun Mar Gudmundsson
- Appeal by trustees – should not have deferred possession for 8 years (original decision 10 April 2024)
- Cross-appeal by Ms Lin – **transfer of beneficial interest by Mr by email/WhatsApp in December 2018 should have been found effective**

Statutory restrictions

s.53 LPA 1925

53.— Instruments required to be in writing.

(1) Subject to the provisions hereinafter contained with respect to the creation of interests in land by parol—

(a) no interest in land can be created or disposed of **except by writing signed by the person creating or conveying the same**, or by his agent thereunto lawfully authorised in writing, or by will, or by operation of law;

(b) a declaration of trust respecting any land or any interest therein must be manifested and proved by some writing signed by some person who is able to declare such trust or by his will;

(c) a disposition of an equitable interest or trust subsisting at the time of the disposition, must be in writing signed by the person disposing of the same, or by his agent thereunto lawfully authorised in writing or by will.

(2) This section does not affect the creation or operation of resulting, implied or constructive trusts.

Statutory restrictions

s.4 Statute of Frauds Act 1677

4. No Action against Executors, &c. upon a special promise, or upon any Agreement, or Contract for Sale of Lands, &c. unless Agreement, &c. be in Writing and signed.

Noe Action shall be brought [...] whereby to charge the Defendant upon any special promise to answer for the debt default or miscarriages of another person [...] unlesse the Agreement upon which such Action shall be brought or some Memorandum or Note thereof **shall be in Writing and signed** by the partie to be charged therewith or some other person there unto by him lawfully authorized.

Statutory restrictions

s.2 Law of Property (Miscellaneous Provisions) Act 1989

2.— Contracts for sale etc. of land to be made by signed writing.

(1) A contract for the sale or other disposition of an interest in land can only be **made in writing and only by incorporating all the terms** which the parties have expressly agreed in one document or, where contracts are exchanged, in each.

(2) The terms may be incorporated in a document either by being set out in it or by reference to some other document.

(3) The document incorporating the terms or, where contracts are exchanged, one of the documents incorporating them (but not necessarily the same one) **must be signed** by or on behalf of each party to the contract.

[...]

Requirements

- Writing
- Signed
- Single document (s.2 LP(MP)A 1989)

Focus on the signature part - although see decisions* about email chains constituting a single document.

* e.g. *Re Stealth Construction* [2011] EWHC 1305 at [45] cited without comment at [61] in *Hudson v Hathway*; the point was conceded in *Neocleous v Rees*

I suggest that the responsibility of taking care of the kids goes to u 100%, then I can sign over my share of southcote road to u without any complications as I don't need any accommodation in London.

Please let me know that u r happy with this and we can then close the financial part of the divorce this week.

with some monthly maintenance then ok.

It goes without saying the monthly maintenance for the kids in accordance with CMS.

Are you saying I have full custody of kids?

Yes that is what I was saying, moving out of London for good and out of the kids life.

I will take house and full custody of kids. And my paintings [in] Iceland should be returned then is done.

Decision – dispositive intention

Cawson J - it was not strictly necessary to consider whether WhatsApp messages satisfied requirements of s.53(1) LPA 1925 as the wording of WhatsApp messages did not indicate intention by Mr G to divest himself of beneficial interest in the Property forthwith [70].

Reid-Roberts decision on s.53(1) at [71] - [104]

Case law (1 of 4)

Lobb v Stanley (1844) 5 QB 574 – Document started “Mr Stanley begs to inform...” (acknowledgment required to be signed and in writing - signed)

Holmes v Mackrell (1858) 3 CB (NS) 789 – “the whole [of the document] is in his handwriting, and he has affixed his name at the top” (acknowledgment – signed)

Caton v Caton (1867) LR 2 HL 127 – name of the party appeared throughout the document, but as reference or description rather than promise or undertaking (s.4 SF 1677 – not signed).

Touret v Cripps (1879) 48 HJ Ch 567 – printed header “Memorandum from A.B.” (sufficient - signed s.4 SF 1677)

Goodman v J Evan Ltd [1954] 1 QB 550 – rubber stamp on bill of costs sufficient for s.65 of Solicitors Act 1932

Case law (2 of 4)

J Pereira Fernandes SA v Mehta [2006] 1 WLR 1543 – email address automatically inserted at the top of the email by service provider (not signed – s.4 SF 1677)

WS Tankship II BV v The Kwangjiu Bank Ltd [2011] EWHC 3103 – guarantee sent by SWIFT, reference in body to “the undersigned”; SWIFT-generated header (signed – s.4 SF 1677)

Case law (3 of 4)

Neocleous v Rees [2019] EWHC 2462 (Ch)

“Many thanks, David Tear”

“Many thanks” – typed

“David Tear” – automatic email signature

(signed – s.2 LP(MP)A 1989)

NB: Mark Cawson QC (as he then was) counsel for successful party

Case law (4 of 4)

Hudson v Hathway [2023] KB 345

Relevant emails signed “Lee” (signed – s.53(1) LPA 1925)

Review of authorities where name appended to email

Reid-Roberts decision – s.53(1)

- Where does this case fall?
 - Most analogous to *J Pereira Fernandez SA v Mehta* decision [95]
- Focus on WhatsApp rather than email
- Considerations [96]
 - (1) The application of the name to the whole of the relevant document
 - (2) The requirement for authorising intent, which would be absent where the signature appeared incidentally, e.g. where added automatically*

Points to note

- Property transfers possible by WhatsApp – but likely only with name included
- Look for *J Pereira Fernandez SA v Mehta* criteria (application to whole document, authorising intent)
- BUT dispositive intent open to question given informal medium [55]-[70] (albeit see *Hudson v Hathway* [48]-[50])

Questions / borderline cases

- What counts as an authenticating name?
 - Initial? Nicknames? Tags (see below)?
- Automatic or third party provision of name
 - By WhatsApp
 - Provision of contact details by recipient
- Authenticating words in WhatsApp
 - “Yours sincerely” / “Kind regards” / “Many thanks” (*Neocleous*) / “Thanks”
- What about other media – e.g. Facebook, Snapchat (vanishing messages), Instagram, Reddit, Discord*

Renters Rights Act 2025: What Landlords and Tenants Need to Know Now
An essential practical guide to the Renter's Rights Act 2025 for litigators

Pearse Johnson

Possession

- Assured shorthold tenancies abolished and replaced by assured periodic tenancies
- New grounds of possession (Schedule 2 Housing Act 1988 Grounds 1 and 1A)
- Ground 8 to require 3, not 2 months, rent arrears
- End of s.21 notices and possession procedure

Timing

- Key date: 1 May 2026
- S.21 notices for pre-existing tenancies must be served *before* the above date
- If so, the landlord has until 31 July 2026 to issue proceedings

Rent

- Rent increases
 - Section 13 notice
 - "Market rent"
 - Two months' notice
 - Tenant can object to the proposed rent in the First Tier Tribunal
- Prohibition on asking for rent in advance
- Ban on tenant "bidding wars"
- Changes to Rent Repayment Orders

Dispute Resolution and Registration

- Private Rented Sector Database
 - Requirement to join
 - Registers statutory compliance i.e. gas safety certificates and deposit protection
 - Breaches give rise to civil penalty of up to £7,000
- Private Rented Sector Landlord Ombudsman
 - Tenant only complaints
 - Binding decisions
 - Powers include:
 - Apology
 - Remedial work
 - Compensation

Any Questions?

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