

PIVOTAL CASE STUDIES: COURT GIVES EMOJI SIGNATURE A THUMBS UP

When and why does a thumbs-up emoji carry as much legal weight as a signature?

We've all fired off a quick thumbs-up over text — to confirm, to acknowledge, to keep things moving. But in Saskatchewan, one of those tiny emojis cost a farmer more than \$80,000, after courts decided it was as good as a signature on a contract.

The case of *Achter Land and Cattle Ltd. v. South West Terminal Ltd.* quickly became one of the most talked-about farm business stories in years. What began as a simple text exchange between two people who had done business together for years ended up prompting farmers everywhere to rethink how business is done in an age where a single emoji can seal the deal.

A ROUTINE BUSINESS RELATIONSHIP

Achter Land and Cattle, a family-run Saskatchewan farming operation, had done business for years with South West Terminal, a grain and crop inputs company. Their working relationship was familiar and routine — a lot like how many farmers deal with their grain buyers or input suppliers.

Typically, the buyer at South West, Kent Mickleborough, would negotiate terms with Chris Achter, who ran Achter Land. Once they agreed on the basics, Kent would prepare a written deferred delivery grain contract, sign it on behalf of South West, snap a photo of the contract, and text it to Chris with a simple request such as "Please confirm."

Chris would usually reply with a short message — "Yup," "Ok," or "Looks good." That was enough for everyone to know the deal was done. Achter Land would then deliver the grain as promised.

EMOJI SPARKS LAWSUIT

But in March 2021, things went differently.

After another round of phone calls and text negotiations, Mickleborough texted Chris a photo of a new flax contract along with the message: "Please confirm flax contract."

Chris replied with a single thumbs-up emoji.

And then — nothing. Achter Land never delivered the 87 tonnes of flax it had agreed to supply at \$669.26 per tonne.

When Achter failed to deliver, South West Terminal sued Achter Land for breach of contract, arguing that the thumbs-up emoji was as good as a written signature confirming the deal.

THE COURT'S DECISION

The case went before Justice T.J. Keene of Saskatchewan's Court of King's Bench. The question was simple but unprecedented: Did that emoji mean "I agree," or just "I got your message?"

Justice Keene ruled that it meant agreement.

He noted that Achter and South West had a long-standing pattern of confirming deals via short text responses — and that the emoji, in context, fit that pattern. From the standpoint of a reasonable outsider, the thumbs-up was an electronic way of saying yes.

The court also found that the message satisfied the requirements of Saskatchewan's Sale of Goods Act and Electronic Information and

Documents Act. Together, these laws recognize that a contract can be formed electronically and that an "electronic signature" can take many forms — even an emoji.

As a result, Achter Land was found to have breached the contract and was ordered to pay \$82,200.21 in damages — the difference between the contract price and the higher market price of flax later that fall.

Achter Land appealed the decision to the Court of Appeal for Saskatchewan, arguing that no real contract had been made. The company maintained that the emoji merely acknowledged receipt of the contract, not agreement.

However, two of the three appellate judges upheld the original decision, confirming that the emoji was a valid acceptance and that all legal requirements were met.

Achter Land then asked the Supreme Court of Canada to hear the case — but in July 2025, the Supreme Court refused the appeal, meaning the Saskatchewan ruling stands as law.

MEANING FOR FARMERS AND RANCHERS

The "thumbs-up case" might sound silly at first, but it illustrates how serious these agreements can be.

It's also a good example of how fast rural business practices are changing.

"I think we have firmly shifted into a digital age," says Rebekah Warkentin, barrister and solicitor for Vermilion River Law, in Vermilion, Alta. "Forty years ago, if you had a handshake lease, but one side or the other changed their mind, it was hard to enforce because it was one side's memory against the other."

"Email and text message have changed that. If you disagree in October about the land rent you agreed to in April, and you had the discussion by text message, you need only scroll back on your phone to see what was agreed at the time. It also makes it much easier to prove in court."

Warkentin says the case is a reminder that a court can enforce a contract, even if it's imperfect. For example, if you're someone who tries to do things yourself, "not everything you pull off the internet is a good contract, or designed for your jurisdiction, or your situation, but a judge can order it enforced based on the words on the page, even if you claim that you didn't read it first."

As farm business becomes increasingly digital, many producers negotiate deals, delivery schedules, and even land rentals over text message or social media. This case shows that even casual digital communications can create legally binding contracts if they show clear intention and agreement.

In other words, a quick reply you send from the tractor cab could have significant legal weight. 🍌

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