

Insights: Publications

Northern Exposure – Lessons from Our Neighbors to the North about Emojis 🤖

March 5, 2025

Written by Nicole D. Allen

Can a thumbs up 👍 emoji mean acceptance of contract?

A Canadian appellate court thinks so. The appeal involves a dispute between Achter Land & Cattle Ltd. ("ALC") and South West Terminal Ltd. ("SWT") regarding the enforceability of a contract allegedly formed through text message communications.^[1] A representative of SWT signed the contract and sent a photo of it via text message to Chris Achter of ALC, accompanied by the note, "Please confirm flax contract." Chris Achter of ALC responded with a "thumbs up," 👍, emoji. The primary legal issue was whether the 👍 emoji satisfied the signature requirement under Section 6(1) of The Sale of Goods Act, which necessitates a written note or memorandum signed by the party to be charged, for contracts involving goods worth \$50 or more. The lower court previously ruled in favor of SWT, finding the contract enforceable and awarding damages, which led to ALC's appeal.

In the appellate review, the Court assessed if a text message containing an emoji could legally constitute a signature, basing its decision on the detailed context of the parties' prior dealings and the wider legal principles pertaining to electronic communications and signatures. The Court affirmed the original ruling, determining that the emoji, along with additional identifying metadata from Achter's phone, satisfied the legal requirements for a signature under the relevant statute. This affirmation validated the authenticity of the communication and confirmed Achter's consent to the terms of the contract.

What does this mean for US?

While not directly applicable to U.S. law, this case underscores how modern communication methods, like emojis, can be integrated into traditional legal frameworks if they meet established legal standards. For instance, in the Bed Bath & Beyond securities class action litigation^[2], entrepreneur Ryan Cohen significantly impacted the company's stock through extensive social media engagement and strategic regulatory filings. Leveraging his stature in the "meme stock" community, Cohen initially drove the stock price up by mobilizing retail investors via social media. However, his subsequent sale of his entire stake caused the stock price to crash, resulting in significant financial losses for the investors who had followed his lead.

The lawsuit alleges that Cohen misled investors by using his social media presence to manipulate the stock price, effectively engaging in a "pump and dump" scheme. A critical element of the communications that Cohen used to influence the market includes the "smiley moon",



, emoji which he tweeted in response to negative media about Bed Bath & Beyond, implying a positive outlook for the stock. This emoji, understood by his followers to suggest that the stock's price would "go to the moon," allegedly played a role in misleading investors about the stock's potential, contributing to their decision to buy or hold the stock during the price manipulation.



The Court found his tweet actionable and refused to dismiss the claim, noting, "[a] fraudster may not escape liability simply because he used an emoji." [\[3\]](#)

What are the implications for Emojis in E-Discovery?

The integration of emojis in digital communications presents significant challenges in legal contexts, particularly during the e-discovery process where precision and clarity are essential. Due to their inherent ambiguity, emojis can be interpreted in various ways, influenced by factors such as culture, age, or the specific context in which they are used. This variability complicates the interpretation of intent and meaning in legal matters, which are critical elements in many cases.

Therefore, it is crucial for legal professionals to approach evidence that includes emojis with heightened diligence and creativity to ensure their potential influences on legal outcomes are fully considered and accurately interpreted.

Conclusion: Emojis, In Practice

1. Awareness of Emoji Variations: It is important to recognize the variety of emojis that can express similar emotions. For instance, the shock emoji used in the title, 🤪, has alternatives like 😱, 😲, 🤯, and several others. These emojis can appear differently depending on the device or operating system used, which may affect their interpretation in digital communications. Some systems also have unique or customizable emojis.

Recommendation: It is advisable to document the potential meanings of emojis and their appearance across different platforms and devices to ensure clarity and consistency in communication.

2. Data Collection and Software Compatibility: When collecting digital evidence that includes emojis, it is crucial to examine the source data for software compatibility. Incompatibility can affect how emojis are displayed and preserved across various platforms, potentially leading to misinterpretation or data loss.

Recommendation: Ensure proper documentation and preservation of emojis in their original form, including all related communications and metadata. This is essential for the authentication of evidence in legal settings, as

demonstrated in the case of *Roszbach v. Montefiore Med. Ctr.*^[4] In this case, the Court dismissed Roszbach's claim due to tampered evidence involving emojis, highlighting the importance of maintaining the integrity of digital evidence.

3. Contextual Analysis with Human Insight: Understanding the context in which emojis are used is critical. This involves analyzing the accompanying text and the relationship between the communicating parties to accurately interpret the intent and tone of the message.

Recommendation: Alongside automated emoji recognition or display technologies, incorporate human analysis in the interpretation process. Human insight is invaluable for a more precise, nuanced, and culturally sensitive understanding of the meanings conveyed by emojis in digital communications, ensuring more accurate interpretations in legal and professional settings.

DISCLAIMER: The information contained in this blog is not intended as legal advice or as an opinion on specific facts. For more information about these issues, please contact the author(s) of this blog or your existing LitSmart contact. The invitation to contact the author is not to be construed as a solicitation for legal work. Any new attorney/client relationship will be confirmed in writing.

[1] *Achter Land & Cattle Ltd. v. South West Terminal Ltd.*, 2024 SKCA 115 (Can. Sask. C.A.).

[2] *In re Bed Bath & Beyond Corp. Sec. Litig.*, 687 F.Supp.3d 1 (D.D.C. July 27, 2023)

[3] See *In re Bed Bath & Beyond Inc Section 16(b) Litigation*, No. 1:2022cv09327 (S.D.N.Y. June 11, 2024), where the federal judge dismissed the lawsuit due to Bed Bath & Beyond's filing for Chapter 11 bankruptcy.

[4] *Roszbach v. Montefiore Med. Ctr.*, 2021 U.S. Dist. LEXIS 147031 (SDNY Aug. 5, 2021)

Related People



Nicole D. Allen

t 404.815.6086

niallen@ktslaw.com