
The Statute of Frauds in Oil and Gas Transactions

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Since its inception the law of Texas has recognized that to promote the stability of land titles and to avoid fraud in transactions involving land, such transactions should be in writing. For these reasons, the Texas Statute of Conveyances and Texas Statute of Frauds require that conveyances and contracts for sale of real property be in writing and signed by the conveyor or party to be charged. The test for sufficiency of a writing is essentially the same in both the Statute of Frauds and the Statute of Conveyances.² Thus, when referring to Texas statutes requiring that a contract conveying real property be in writing, for the sake of simplicity the courts refer generally to the Statute of Frauds.