

SUPREME COURT OF RHODE ISLAND

1100 North Main LLC v. Shoreby Hill Properties, Inc.

Supreme Court No. 2024-203-Appeal (PC 24-1639) · No. Supreme Court No. 2024-203-Appeal (PC 24-1639) ·
Decided January 15, 2026

SUMMARY

The Rhode Island Supreme Court affirmed dismissal of 1100 North Main LLC’s complaint concerning an alleged purchase and sales agreement for real property. The Court held that the unsigned agreement did not satisfy Rhode Island’s statute of frauds because it lacked a signature from the party to be charged, and that the parties’ communications did not objectively manifest an intent to bind the defendant. The Court also affirmed the quashing of the notices of lis pendens and denial of leave to amend as futile.

CASE DETAILS

COURT	Supreme Court of Rhode Island
WRITING FOR THE COURT	Melissa A. Long; Frank H. Suttell, Chief Justice; Maureen McKenna Goldberg, Justice; William P. Robinson III, Justice; Francis X. Flaherty Lynch Prata, Justice; Melissa A. Long, Justice
JURISDICTION	Supreme Court of Rhode Island
DECIDED	January 15, 2026
DOCKET	Supreme Court No. 2024-203-Appeal (PC 24-1639)
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a Superior Court judgment dismissing the complaint, quashing two notices of lis pendens, and denying the plaintiff's motion to amend.
STANDARD OF REVIEW	A Rule 12(b)(6) dismissal is reviewed under the same standard applied by the hearing justice: the Court looks no further than the complaint, assumes factual allegations are true, resolves doubts in the plaintiff's favor, and disregards unsupported legal conclusions. A denial of a motion to amend is reviewed for abuse of discretion.
PRECEDENTIAL VALUE	published
PARTIES	1100 North Main LLC v. Shoreby Hill Properties, Inc.

TOPICS

statute of frauds

motions to dismiss

motion to amend

lis pendens

contract formation

PRACTICE AREAS

civil procedure

contracts

real estate

remedies

QUESTIONS PRESENTED

1. Whether the allegations in the complaint established a binding contract for the sale of the Harris Avenue property under Rhode Island's statute of frauds.
2. Whether the trial justice properly dismissed the complaint under Rule 12(b)(6) based on the absence of a writing signed by the party to be charged.
3. Whether the trial justice properly quashed the plaintiff's notices of lis pendens.
4. Whether the trial justice abused his discretion by denying the plaintiff's motion to amend the complaint as futile.

HOLDINGS

1. The alleged agreement did not satisfy the statute of frauds because the purchase and sales agreement was not signed by the defendant, the party to be charged; consequently, no enforceable contract bound the defendant.
2. Dismissal was proper because, even accepting the complaint's factual allegations as true, the plaintiff could not establish an enforceable agreement binding the defendant.
3. The notices of lis pendens were properly quashed because the complaint failed to establish an enforceable contract supporting the plaintiff's claims concerning the property.
4. The trial justice did not abuse his discretion by denying leave to amend because the proposed amendment would have been futile.

KEY QUOTATIONS

"The statute of frauds does not require contracts for the sale of land to be in writing" (at 7)

"To form a binding contract, a party's objective intent to be bound is a necessary precondition to acceptance." (at 9)

"Thus, it would have been futile to allow amendment of the complaint even if the plaintiff could establish standing." (at 11)

FACTUAL BACKGROUND

The Providence Firefighters Realty Corp. sought to purchase the defendant's Harris Avenue property as a replacement property connected to its agreement to sell another property to the plaintiff. After negotiations, the defendant's attorney sent a draft purchase and sales agreement, which the Firefighters amended, signed, and returned. The defendant never signed the agreement and instead accepted another offer; the plaintiff then sued, claiming a binding contract existed and seeking specific performance or damages.

PROCEDURAL HISTORY

The plaintiff filed a complaint seeking declaratory, equitable, and monetary relief based on an alleged purchase and sales agreement for the defendant's real property. The Superior Court dismissed the complaint under Rule 12(b)(6), quashed the notices of lis pendens, and denied the plaintiff's motion to amend as futile. The plaintiff timely appealed, and the Supreme Court summarily decided the appeal after directing the parties to show cause why further briefing or argument was necessary.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

The papers were remanded to the Superior Court after affirmance.

CASES CITED

- Twenty Eleven, LLC v. Botelho, 127 A.3d 897, 900 (R.I. 2015)
- EDC Investment, LLC v. UTGR, Inc., 275 A.3d 537, 542 (R.I. 2022)
- Chariho Regional School District, by and through Chariho Regional School Committee v. State, 207 A.3d 1007, 1012 (R.I. 2019)
- Pontarelli v. Rhode Island Department of Elementary and Secondary Education, 176 A.3d 472, 476 (R.I. 2018)
- DiLibero v. Mortgage Electronic Registration Systems, Inc., 108 A.3d 1013, 1016 (R.I. 2015)
- North Farm Home Owners Association, Inc. v. Bristol County Water Authority, 315 A.3d 933, 942 (R.I. 2024)
- Coccoli v. Town of Scituate Town Council, 184 A.3d 1113, 1118 (R.I. 2018)
- Loffredo v. Shapiro, 274 A.3d 782, 790-92 (R.I. 2022)
- UXB Sand & Gravel, Inc. v. Rosenfeld Concrete Corp., 641 A.2d 75, 78 (R.I. 1994)
- MacKnight v. Pansey, 122 R.I. 774, 782-83, 412 A.2d 236, 241 (1980)
- Smith v. Boyd, 553 A.2d 131, 133 (R.I. 1989)
- Lomastro v. Iacovelli, 56 A.3d 92, 94 (R.I. 2012)
- Gannon v. City of Pawtucket, 200 A.3d 1074, 1080 (R.I. 2019)
- Hogan v. McAndrew, 131 A.3d 717, 722 (R.I. 2016)