century ago, "'great praise may be due to the plaintiffs for their industry and enterprise in publishing this paper, yet the law does not contemplate their being rewarded in this way.'" Baker v. Selden, 101 U.S., at 105.

The judgment of the Court of Appeals is

Reversed.

Justice BLACKMUN concurs in the judgment.

PENNSYLVANIA STATUTE OF FRAUDS

PA. STAT. ANN. tit. 33, §§ 1–8

§ 1. Parol leases, etc.; estates in lands not to be assigned, etc., except by writing[1]

From and after April 10, 1772, all leases, estates, interests of freehold or term of years, or any uncertain interest of, in, or out of any messuages, manors, lands, tenements or hereditaments, made or created by livery and seisin only, or by parol, and not put in writing, and signed by the parties so making or creating the same, or their agents, thereunto lawfully authorized by writing, shall have the force and effect of leases or estates at will only, and shall not, either in law or equity, be deemed or taken to have any other or greater force or effect, any consideration for making any such parol leases or estates, or any former law or usage to the contrary notwithstanding; except, nevertheless, all leases not exceeding the term of three years from the making thereof; and moreover, that no leases, estates or interests, either of freehold or terms of years, or any uncertain interest, of, in, to or out of any messuages, manors, lands, tenements or hereditaments, shall, at any time after the said April 10, 1772, be assigned, granted or surrendered, unless it be by deed or note, in writing, signed by the party so assigning, granting or surrendering the same, or their agents, thereto lawfully authorized by writing, or by act and operation of law. [1772]

§ 2. Declarations of trusts and grants thereof to be in writing

All declarations or creations of trusts or confidences of any lands, tenements or hereditaments, and all grants and assignments thereof, shall be manifested by writing, signed by the party holding the title thereof, or by his last will in writing, or else to be void: Provided, That where any conveyance shall be made of any lands or tenements by which a trust or confidence shall or may arise or result by implication or construction of law, or be transferred or extinguished by act or operation of law, then and in every such case such trust or confidence shall be of the like force and effect as if this act had not been passed. [1856]

§ 3. Promise to answer for debt of another

No action shall be brought whereby to charge any executor or administrator, upon any promise to answer damages out of his own estate, or whereby to charge the defendant, upon any special promise, to answer for the debt or default of another, unless the agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing, and signed by the party to be charged therewith, or some other person by him authorized. [1855]

§ 4. Contracts for less than twenty dollars excepted

This act shall not go into effect until the first day of January next [1856], or apply to or affect any contract made or responsibility incurred prior to that time, or for any contract the consideration of which shall be a less sum than twenty dollars. [1855]

§ 5. Acceptances to be in writing

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[1] At the end of each section, I have placed in square brackets the year in which that section was adopted.

No person within this state shall be charged, as an acceptor on a bill of exchange, draft or order drawn for the payment of money, exceeding twenty dollars, unless his acceptance shall be in writing, signed by himself, or his lawful agent. [1881]

§ 6. When written instruments without consideration valid

A written release or promise, hereafter made and signed by the person releasing or promising, shall not be invalid or unenforceable for lack of consideration, if the writing also contains an additional express statement, in any form of language, that the signer intends to be legally bound. [1927]

§ 7. Uniformity of interpretation

This act shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it. [1927]

§ 8. Short title

This act may be cited as the Uniform Written Obligations Act. [1927]

NOTE

In 1951, the Pennsylvnia legislature repealed § 1 of the statute insofar as it applies to leases and substituted the following: "Real property, including any personal property thereon, may be leased for a term of not more than three years by a landlord or his agent to a tenant or his agent, by oral or written contract or agreement." PA. STAT. ANN. tit. 68, § 250.201.

***FURTHER NOTE ON* HOLBROOK v. HOLBROOK**

Further to the Notes in DKM3, p. 511: The mysterious statute quoted in the note was derived from two statutes, the first passed in 1854 which read substantially as does the first sentence of the OR. REV. STAT. § 93.180, as quoted in the note. Another statute passed in 1862 read substantially as does the second sentence of *id.* As you probably know already, where two statutes conflict the more recently adopted prevails over the less recently adopted. One of the problems with which the court in the instant case was faced is that when the Oregon statutes were revised in 1953, the revisers incorporated in the new revision both the 1854 and the 1862 statutes, which the legislature then proceeded solemnly to adopt. Hence, both the first and the second sentence of *id.* are technically adopted at the same time. Justice O'Connell's call for further legislation on the topic was not answered by the Oregon legislature until 1983 (the "1990" in the note is a mistake), when the statute was amended to read as follows:

> Every conveyance or devise of lands, or interest therein, made to two or more persons, other than to a husband and wife, as such, or to executors or trustees, as such, creates a tenancy in common unless it is in some manner clearly and expressly declared in the conveyance or devise that the grantees or devisees take the lands with right of survivorship. Such a declaration of a right to survivorship shall create a tenancy in common in the life estate with cross-contingent remainders in the fee simple. Joint tenancy is abolished and the use in a conveyance or devise of the words "joint tenants" or similar words without any other indication of an intent to create a right of survivorship shall create a tenancy in common.

OR. REV. STAT. § 93.180 (1999).

Was this a wise response to the call for legislation?