- (a) to charge any personal representative upon any special promise to answer damages out of his own estate; or
- (b) to charge a defendant upon any special promise to answer for the debt, default or miscarriage of another person; or
- (c) to charge any person upon any agreement made upon consideration of marriage; or
- (d) upon any contract for the sale or disposition of land or of any interest in or concerning land; or
- (e) upon any agreement that is not to be performed within the space of one year from the making thereof;

unless the contract or 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 lawfully authorized.

5.

All declarations of trust respecting any land or any interest therein or amendments thereto shall be manifested and proved by some writing signed by the party who is by law enabled to declare such trust, or by his last will in writing, or else they shall be void and of no effect.

6.

This Article is not applicable where any conveyance shall be made of any interest in land by which a trust shall or may arise or result by implication or construction of law, or where a trust shall be transferred or extinguished by operation of law.

7

All assignments of any beneficial interest in a trust, the assets of which consist, in whole or in part, of land or any interest therein, shall be in writing signed by the party assigning the same, or his agent lawfully authorized by writing, or by his last will in writing, or else they shall be void and of no effect.

8.

Nothing in the above sections shall be construed as repealing any of the additional requirements set out in Article 21 for the effective conveyance of estates or interests in land.

SEC. 6. And be it further enacted, That new Section 9A be and it is hereby added to Article 50 of said Code (1968 Replacement Volume), title "Joint Obligations and Joint Tenancy," subtitle "Joint Tenancy," to follow immediately after Section 9 thereof, and to read as follows:

9A.

A tenant in common or joint tenant of property, who receives rent from a third party for the use and enjoyment of said property is accountable to his co-tenant or co-tenants for that portion of the rent over and above his proportionate share.