[J-40-2015][M.O. – Todd, J.]
IN THE SUPREME COURT OF PENNSYLVANIA
MIDDLE DISTRICT

DAVID M. SOCKO,	:	No. 142 MAP 2014
	:	
Appellee	:	Appeal from the Order of the Superior
	:	Court at No. 1223 MDA 2013, dated
	:	5/13/14, reconsideration denied 7/8/14
v.	:	affirming the Order of the Court of
	:	Common Pleas of York County dated
	:	10/15/12 at No. 2012-SU-001608-44
MID-ATLANTIC SYSTEMS OF CPA, INC.,	:	
	:	
Appellant	:	ARGUED: May 6, 2015

CONCURRING OPINION

MR. CHIEF JUSTICE SAYLOR **DECIDED: November 18, 2015**

I join the majority opinion, subject to the reservation that I have difficulty with the oft-repeated phrase that a seal operates "to import consideration." Majority Opinion, *slip op*. at 7. Notably, in the first instance, the common law seal predated by centuries the modern requirement of consideration. *See* 4 WILLISTON ON CONTRACTS §8:2 (4th ed. 2015). Although at some point in the development of the pertinent legal landscape, the phrase "import[] consideration" appears to have meant simply that signers undertook their obligations intentionally, as the term "consideration" evolved in its modern sense courts began to suggest that the seal itself "import[ed]," or stood as a presumption of, consideration. *See id*. However, "[i]t would have been more correct to have said that no consideration was needed for such a document." *Id*.

I realize that our Court has contributed to the imprecision. *See, e.g. Morgan's Home Equip. Corp. v. Martucci*, 390 Pa. 618, 629, 136 A.2d 838, 845 n.12 (1957). Nevertheless, I believe that it would benefit the jurisprudence to clarify the effect of a statement of intention to be bound, per the Uniform Written Obligations Act in its general application, as dispensing with the requirement for consideration rather than supplying it.