STONE SUPERIOR COURT
PROBATE DIVISION
SHOWTON COUNTY

In the Matter of the ESTATE OF Terry JORDAN, Deceased.	)	No. ST-16-02

OPINION AND ORDER

Dottcomm, J.

Jack Donnelly, in his capacity as administrator of the estate of Terry Jordan, submitted to this Court a purported holographic will. The will attempts to dispose of a particular piece of Terry's property to Liz Limón. Jack, who is Terry's cousin, is listed as Terry's preferred executor. Additionally, Jack asserts through a sworn affidavit that Terry asked Jack "to take care of his things" if Terry predeceased Jack. As such, this Court, by a prior order, designated Jack to be both the executor of Terry's purported will, and the administrator of the remainder of Terry's intestate estate. In his capacity as administrator of Terry's intestate estate, Jack further asked this Court to permit Terry's biological, posthumously conceived child, Kenneth Gordon-Jordan to inherit from the intestate estate under Stone Statutes Annotated 150 § 2-102(4).

As an interested person and heir, Jemma Maloney filed a complaint challenging the probate proceedings of the purported will and the distribution of Terry's intestate estate to

Kenneth. Jemma claims that both the property to be disposed of by the purported will and all of the property in Terry's intestate estate lawfully passes to her as Terry's surviving spouse. Jemma does not challenge this Court's prior order designating Jack as the executor of Terry's purported will and the administrator of the remainder of Terry's intestate estate.

This Court held a hearing on these issues on May 2, 2016 ("the probate hearing"). For the reasons stated herein, this Court holds as follows:

(1) Terry's will is a validly executed holograph. Therefore, this Court ORDERS that Terry's Bugatti Veyron be delivered immediately to Liz Limón.

(2) Terry's posthumously conceived child, Kenneth, is a "descendant" under the Stone intestacy laws. Therefore, this Court ORDERS that Kenneth is entitled to a portion of Terry's intestate estate in accordance with the relevant provision of the Stone Probate Code. Stone St. Ann. 150 § 2-102(4).

Facts and Proceedings

The facts in this case are not in dispute. Terry began dating Angel Gordon in July 2004. Angel and Terry never married, but they did try for years to get pregnant, with no success. Terry was by all accounts a risk-taker who participated in many dangerous activities, such as running with the bulls in Spain and hiking Mt. Everest. Terry told Angel that he knew that at

any point during one of his adventures, he might be killed. He also told Angel that he wanted her to have the opportunity to have his child even if he died. In March 2012, Terry donated and froze several samples of his sperm. Dr. Lee Spacheman, the couple's fertility doctor, asserts that he had numerous conversations with the couple about their mutual desire for Angel to be artificially inseminated with Terry's sperm in the event that Terry died. Both Dr. Spacheman and Angel admit that Terry did not explicitly discuss his willingness to provide financial support to any child conceived through the use of his preserved sperm. Both Angel and Dr. Spacheman submitted sworn affidavits that the above conversations with Terry took place, and testified to the same at the probate hearing.

Although Terry signed a release designating Angel as a person with the right to use or dispose of his preserved sperm, the release form does not include any declarations expressing Terry's intent to permit Angel to use his sperm after his death or to financially support a child conceived using his sperm. The form simply states: "I hereby give the following individual(s) the right to use or dispose of the samples of my sperm stored at this clinic." Angel's name, her signature, and Terry's signature appear below that statement. The form is dated March 31, 2012.

One of Terry's favorite activities was racing his 2011 Bugatti Veyron 16.4 Grand Sport against unsuspecting strangers.

He used to tell his friend and work supervisor, Liz Limón, endless stories about his love of racing and his precious car. Although Liz explained at the probate hearing that she did not care much for Terry's stories, she wanted to be a good friend, so she smiled and nodded each time Terry told her about racing his car. Terry told Liz that because she was the only one who listened to him talk about his Bugatti, she should have the car if anything ever happened to him. At some point following this conversation, Terry purchased a pre-printed will form, which included language that purported to dispose of his property after his death. He filled in the blank spaces in his own handwriting, signed the form, and dated it January 2, 2014. A true and correct copy of the filled-in pre-printed will form is attached to this order as Appendix A. Jemma does not dispute that the handwriting and signature on the pre-printed will form are Terry's.

In May 2014, Terry and Angel ended their relationship so that they could both focus on their careers. They remained close friends. Angel was cast in a reality television show, while Terry began acting on a new sketch comedy television show. While working on this sketch comedy show, Terry met and fell in love with an actress, Jemma Maloney. After a few months of whirlwind courtship, they were married on October 11, 2014. Jemma and

Terry did not have any children together, nor did Jemma have any children of her own.

In January 2015, Terry purchased a seat as a passenger for a flight on the Space-EX shuttle, which was designed to bring passengers into orbit before returning to Earth. The flight was scheduled for February 13, 2015. Unfortunately, the shuttle exploded just after launch, killing everyone on board, including Terry.

Angel, stricken with grief, decided to attempt to conceive a child with Terry's sperm. On March 1, 2015, Dr. Spacheman artificially inseminated Angel with Terry's donated sperm. She conceived a child, and gave birth to a son, Kenneth, on November 24, 2015. After giving birth to Kenneth, Angel publically announced on her reality show that she had no intention of having any additional children. Angel has not, however, destroyed the remaining samples of Terry's sperm, to which she still retains access.

According to Jack, Terry had mentioned to Jack on many occasions that Terry had a will and that he wanted Jack to handle his affairs when he died. After Terry's death, Jack spent months searching for a will. On December 14, 2015, he found the pre-printed will form described above in a safe hidden behind a self-portrait in Terry's basement. Jack submitted Terry's

filled-in, pre-printed will form to this Court on December 21, 2015, and asked this Court to probate the will.

At the probate hearing, Jack submitted to this Court that according to Terry's purported will, Liz is entitled to the Bugatti. Terry's 2011 Bugatti Veyron has been valued at $1,950,000. Jack testified that he was not surprised that Terry had used a pre-printed will form to dispose of the Bugatti. Jack explained that Terry had an immense distrust of lawyers, evidenced by conversations they had and by an opinion piece Terry had written for the New York Times entitled, "I Am My Own Lawyer: Why Terry Jordan Refuses to Retain Counsel." In that article, Terry discussed why he drafted his own contracts, transacted his own real estate deals, and drafted his own will.

Jack also submitted to this Court that Kenneth is entitled to a share of Terry's intestate estate. In taking account of the assets in Terry's estate, Jack had uncovered a 529 savings plan, colloquially known as a "college fund," at the Rock National Bank. The 529 plan named Terry as the beneficiary. Rory Dratch, the bank employee who helped Terry set up the 529 plan, explained that Terry had come in to the bank in April 2013 and had asked about setting up a college fund "just in case." Dratch explained to Terry that a 529 plan must have a designated beneficiary, but told him that individuals who do not yet have children will often establish a 529 plan and name themselves as

the beneficiary. Upon having a child, the individual can then change the beneficiary to be that child. After hearing Dratch's explanation, Terry told her, "Yes, that's what I want to do," so she set up the 529 plan. Jack submitted to this Court all of Terry's financial records, along with a sworn affidavit from Rory Dratch detailing her conversations with Terry.

According to Terry's financial records, at Terry's death, the 529 plan was worth $15,400. Terry's remaining intestate estate, including the 529 plan, but less Terry's funeral costs and other debts, is worth $990,017. Jack asked the Court to determine how much of this amount should go to Terry's surviving spouse, Jemma, and how much should go to Terry's son, Kenneth. Jemma filed a complaint against Jack in his capacity as the administrator of Terry's estate, asking this Court to order that Terry's entire intestate estate and the Bugatti pass to her. Jemma claims that the pre-printed will form Terry filled in was not properly executed as a holographic will. Furthermore, although Jemma concedes that Kenneth is Terry's biological child, she contends that he cannot take under the Stone intestacy laws because he was conceived after Terry died.

Discussion

Holographic Wills

A will is a testamentary instrument that disposes of an individual's estate. 1-1 Jeffrey A. Schnoenblum, Page on the Law

of Wills § 1.2 (2d ed. 2016) [hereinafter "Page on Wills"]. A person who passes away is generally referred to as a "decedent"; a decedent who leaves a will has died "testate," and is referred to as a "testator." Id. § 1.3. A will functions primarily as a tool to effectuate the testator's intent to dispose of his property in a particular way after he dies. Id. § 1.7. A will is only valid if it is executed with certain statutory requirements called "Wills Act formalities," or simply "formalities." 1-1 Page on Wills § 1.2; 2-19 Page on Wills §§ 19.2-19.3.

The Stone Wills Act has adopted the Uniform Probate Code's ("UPC") definitions for wills, will formalities, and intestate succession. Under the Stone Wills Act, testators may execute two different types of wills: formally executed wills and holographic wills. Stone St. Ann. 150 §§ 2-502(1)-(2) (reprinted in Appendix B). Thus, in Stone, both types of wills are valid if they comply with their respective set of formalities. Id.

Under the UPC and the Stone Wills Act, a formally executed will must satisfy three formalities: a writing requirement, a signature requirement, and an attestation requirement, satisfied by either two witnesses or a notary. Stone St. Ann. 150 § 2-501(1); Unif. Probate Code § 2-502(a). The parties here agree that Terry's purported will does not satisfy the formalities of a formally-executed will.

Instead of executing a formal will, however, a testator may execute a holographic will, which does not require attestation by witnesses or a notary. See Unif. Probate Code § 2-502(b). Under both the Stone Wills Act and the UPC, a document is a valid holographic will "whether or not witnessed, if the signature and material portions of the document are in the testator's handwriting." Stone St. Ann. § 2-502(2); Unif. Probate Code § 2-502(b). Both parties stipulate that the signature on the purported will was in Terry's handwriting. Thus, the only question before this Court is whether Terry's purported will fulfills Stone's Wills Act formalities for a holographic will.

Jemma contends that the pre-printed will form Terry filled in and signed does not comply with Stone's Wills Act formalities for a holographic will because it is not entirely or materially in Terry's handwriting. Jack concedes that the pre-printed will form does not strictly comply with Stone's Wills Act formalities. Jack contends, however, that substantial compliance with the Wills Act formalities is sufficient to create a valid holograph, and that the pre-printed will form Terry filled out substantially complies with Stone's Wills Act formalities.

As Jemma points out, courts have traditionally required strict compliance with Wills Act formalities in both traditional wills and holographs. See, e.g., In re Estate of Sullivan, 868

N.W.2d 750, 754 (Minn. Ct. App. 2015). Under the strict compliance doctrine, even minor noncompliance with the Wills Act formalities may invalidate an entire will. See, e.g., In re Estate of Bernard, 239 P. 404, 404 (Cal. 1925). Further, under strict compliance, this Court may not look to extrinsic evidence, but only to the purported will in determining whether the formalities have been met. See, e.g., In re Estate of Tyrrell, 153 P. 767, 769 (Ariz. 1915). Jemma contends that although strict compliance may sometimes lead to harsh results, strict compliance is necessary to give effect to a testator's intent and to avoid fraud.

This Court agrees with Jemma that Terry's purported will would not pass muster under strict compliance. Strict compliance requires that all material provisions of a will be in the testator's handwriting and takes a broad view of what constitutes a material provision. In re Estate of Bernard, 239 P. at 406. In Terry's purported will, the words "[t]he State of Stone" are pre-printed, as is much of the dispositive language, including "last will and testament" and the phrase "give, devise, and bequeath." If this Court were to require strict compliance with the Wills Act, Terry's purported will would fail as a holograph.

This Court finds, however, that strict compliance with the Wills Act is unnecessary. Instead, this Court adopts and applies

the doctrine of substantial compliance. See, e.g., Estate of Black, 641 P.2d 754, 769 (Cal. 1982) (en banc); see also Unif. Probate Code § 2-502(a) cmt. (permitting variations on traditionally strict formalities, such as allowing the writing requirement to be satisfied by "[a]ny reasonably permanent record"). Courts applying the substantial compliance doctrine look to the "actions or circumstances" surrounding a will's execution to determine whether the will fulfills the purposes of the Wills Act and accurately effectuates the testator's intent. See In re Estate of Connelly, 355 P.2d 145, 149 (Mont. 1960).

Thus, substantial compliance suggests that so long as the four functions of the Wills Act are satisfied, the existence of some pre-printed language will not invalidate a will. See Unif. Probate Code § 2-502(b) cmt. The holographic will requirement that the material portions be in the testator's handwriting, like all Wills Act formalities, exists to achieve four main purposes (called "functions") of the Wills Act: (1) the ritual function, (2) the evidentiary function, (3) the protective function, and (4) the channeling function. See In re Estate of Kristoffersen, No. C048076, 2005 WL 1581099, at *4 (Cal. Ct. App. July 7, 2005). The ritual function seeks to "ensure that the will reflects a considered decision." Id. (quoting Estate of Eugene, 128 Cal. Rptr. 2d 622, 624 (Cal. Ct. App. 2002)). The evidentiary function operates to evidence the testator's

identity and the document's authenticity. See id. The protective function exists to "reduc[e] the possibility of interference with the processes of execution." Id. Finally, the channeling function is fulfilled when wills conform to similar organization, language, and content, because conformity reduces ambiguity. In re Will of Ranney, 589 A.2d 1339, 1344 (N.J. 1991).

Jemma asserts that Terry's purported will only satisfies the evidentiary function. In particular, Jemma argues that a pre-printed will form does not satisfy the ritual function because merely filling out a pre-printed form fails to impress upon the testator "the seriousness of the occasion." Id. This Court disagrees. Terry made a considered decision to make out this will, no one interfered with Terry's decision or fraudulently created the will, and the will conforms to a typical will's structure. All four Wills Act functions are therefore satisfied.

Finally, even under a doctrine of substantial compliance, this Court must determine whether Terry's purported will substantially complies with the Stone Wills Act formalities, such that it evidences his intent and validly disposes of his property. Courts typically use one of three different approaches to determine whether a partially pre-printed will, like the form Terry used, complies with the formalities for a valid holograph:

the intent theory, the surplusage theory, and the Muder approach. See In re Estate of Mulkins, 496 P.2d 605, 606 (Ariz. Ct. App. 1972) (describing the intent and surplusage theories as "set out in T. Atkinson, Law of Wills § 75, at 357-58 (2d ed. 1953)"); see also In re Estate of Muder, 765 P.2d 997, 1000 (Ariz. 1998).

Under the intent theory, if the testator intended the pre-printed words to be part of his or her will, the holograph is not entirely or materially in the testator's handwriting and, therefore, is not valid. See, e.g., In re Estate of Thorn, 192 P. 19, 21 (Cal. 1920). Under the surplusage theory, courts ignore any pre-printed words entirely, regardless of whether the testator intended the words to be included in the will. See, e.g., In re Estate of Mulkins, 496 P.2d at 606. The court then considers whether the remaining handwritten words are sufficient to evidence the testator's intent to make a valid disposition of property. See id. at 607. Finally, under the Muder approach, the pre-printed will form and handwritten portions are read together; if together they sufficiently evidence the testator's intent, the will is a valid holograph. In re Estate of Muder, 765 P.2d at 1000.

Jemma contends that the intent theory is the only approach that focuses appropriately on the testator's intent. She contends that under the intent theory, when printed and

handwritten words on a purported will are interwoven, the proximity of the words and the logical construction of the sentences evidences the testator's intent to have the printed words as part of the will. Berry v. Trible, 626 S.E.2d 440, 444 (Va. 2006). She argues that because Terry's handwritten words and the pre-printed words are interwoven into complete sentences, Terry intended the pre-printed words to be a material part of the will. She concludes that because material portions of the will are not in Terry's handwriting, the will is not a valid holograph.

This Court need not decide whether Terry intended the pre-printed words in the purported holograph to be part of his will, because this Court instead adopts the Muder approach. In re Estate of Muder, 765 P.2d at 1000. This Court finds the intent theory too strict, especially given the proliferation of pre-printed will forms. Moreover, this Court finds the surplusage theory too impractical; in most cases, reading only the handwritten words from a pre-printed will form will not permit a court to make a determination as to a testator's intent. See In re Will of Ferree, 848 A.2d 81, 88 (N.J. Super. Ct. 2003). In contrast, the Muder approach recognizes that the purpose of accepting holographic wills is to allow a "testator who is a lay person [and] does not use the most precise or artful language" to dispose of his property as he so desires. In re Estate of

Teubert, 298 S.E.2d 456, 460 (W. Va. 1982). The logic behind Muder directly applies to pre-printed will forms. Such forms already include the formal language needed to create a testamentary disposition. This Court declines "to ignore the preprinted words when the testator clearly did not." In re Estate of Muder, 765 P.2d at 1000.

For these reasons, this Court finds that the pre-printed will form that Terry filled in is a validly executed holographic will under Stone St. Ann. 150 § 2-502(2). This Court ORDERS that Terry's Bugatti Veyron be immediately delivered to the named beneficiary, Liz Limón.

Inheritance by Posthumously Conceived Children

Jemma contends that the Stone's intestacy laws prohibit Kenneth from taking from Terry's intestate estate because, as a posthumously conceived child, Kenneth is not a "descendant" under the Stone intestacy laws. Any property belonging to a decedent that is not disposed of by will, trust, or other testamentary instrument is disposed of via the laws of intestacy, the "default system for the distribution of property after death." See Browne C. Lewis, Dead Men Reproducing: Responding to the Existence of Afterdeath Children, 16 Geo. Mason L. Rev. 403, 406-07 (2009).

The UPC outlines various aspects of intestate succession. Unif. Probate Code §§ 2-101 - 2-114. Because the decedent's immediate next of kin is usually his or her spouse, the entire intestate share of a decedent usually goes to the decedent's surviving spouse. Unif. Probate Code § 2-102(1). However, the UPC states that when a decedent's surviving child is not the child of the surviving spouse, that child is entitled to a portion of the decedent's intestate estate. Id. § 2-102(2)-(4). The State of Stone has adopted this section of the UPC. See Stone St. Ann. 150 § 2-102 (reprinted in Appendix C).

The Stone intestate succession laws define the terms "descendant," "parent," and "child." Stone St. Ann. 150 § 1-201. The statute also defines the parent-child relationship, adopted from the Restatement (Third) of Property: Wills and Other Donative Transfers § 2.5 (Am. Law. Inst. 2016) [hereinafter "Restatement (Third) of Prop."]. Stone St. Ann. 150 § 2-109. For purposes of intestate succession, an "individual is the child of his or her genetic parents, whether or not they are married to each other, except as otherwise provided . . . or as other facts and circumstances warrant a different result." Id.

As the Restatement notes, children born as a result of assisted reproductive technologies ("ART") may be exceptions to the provision. Restatement (Third) of Prop. § 2.5. cmt. a. The Restatement takes the position that posthumously conceived

children should inherit if they are "born within a reasonable time after the decedent's death in circumstances indicating that the decedent would have approved of the child's right to inherit." Id. at cmt. l. The Uniform Parentage Act ("UPA"), which eleven states have adopted, likewise provides that a posthumously conceived child can inherit: "an individual who consents, by written instrument, to the posthumous use of his or her eggs, sperm, or embryos for reproductive purposes shall be considered a parent of the resulting child." Unif. Parentage Act § 707 (Unif. Law Comm'n 2000). Without explicit written consent to the posthumous use of his genetic material, however, "the decedent shall not be deemed to be the child's parent for estate and inheritance purposes." Id. At least three other states have enacted statutes addressing the "inheritance rights of a post-conceived child." In re Martin B., 841 N.Y.S.2d 207, 210 (N.Y. Sur. Ct. 2007) (observing that in Louisiana, California, and Florida, the descendant must have consented in writing to the posthumous use of his or her genetic material).

Stone has not adopted the UPA or any similar statutory scheme resolving the question of how posthumously conceived children are treated under intestacy. As is the case in many states, the Stone intestacy provisions do not address children conceived through ART. Moreover, although the Stone intestacy laws provide that a naturally conceived child born after his

parent's death is a surviving descendent who may take under the law, the law is silent as to children who are both conceived through ART and born after their parent's death. See Stone St. Ann. 150 § 1-208. Here, Terry's purported descendant, Kenneth, was conceived through in vitro fertilization, a type of ART, after Terry died. Jemma contends that because the Stone intestacy laws make no provision for posthumously conceived children, Kenneth is not a "descendant" who may inherit.

Most states do not have laws governing whether posthumously conceived children are "descendants" who may inherit from their biological parent's intestate estates. Additionally, case law surrounding the question is limited: cases that discuss the question often arise in the context of government benefits, especially Social Security, as statutes related to the entitlement of benefits typically refer back to the relevant state law regarding who qualifies as a parent or child. See, e.g., Woodward v. Comm'r of Soc. Sec., 760 N.E.2d 257, 264-70 (Mass. 2002). Courts that have considered the issue have evaluated on a case-by-case basis whether to allow posthumously conceived children to inherit, by interpreting and applying the applicable intestacy statute. Thus, this Court will do the same, beginning with the language of the relevant provisions of the Stone intestacy laws.

Jemma contends that the plain meaning of the word "descendant" as used in Stone's intestacy laws bars inheritance by posthumously conceived children. The Stone intestate succession statute disposes of a decedent's entire estate to his surviving spouse unless there is a descendant who "survives" the decedent. Stone St. Ann. 150 § 2-102. Therefore, Jemma contends that "in order for the lineal descendant to inherit from the intestate estate, a descendant must survive the decedent." Amen v. Astrue, 822 N.W.2d 419, 422 (Neb. 2012). Jemma argues that to "survive" the decedent, the child must have been alive when the decedent was alive.

This Court does not read the Stone intestacy laws so narrowly. Although this Court agrees that nothing in the law explicitly permits a posthumously conceived child to inherit, this Court finds that nothing in the law prevents such a child from inheriting either. Stone's intestacy statute broadly seeks "to promote the welfare of all children." Woodward, 760 N.E.2d at 266; see also Stone St. Ann. 150 §§ 2-107, 2-108. "In the absence of express legislative directives," this Court will "construe the Legislature's purposes from statutory indicia and judicial decisions in a manner that advances the purposes of the intestacy law." Woodward, 760 N.E.2d at 264. Allowing posthumously conceived children to inherit, circumstances permitting, advances the purposes of the Stone intestacy laws.

This Court adopts the balancing test put forth in Woodward. Id. at 263. To determine whether Kenneth may inherit from Terry's estate, this Court will balance "three powerful State interests: the best interests of children, the State's interest in the orderly administration of estates, and the reproductive rights of the genetic parent." Id. Additionally, to ensure respect for the genetic parent's reproductive rights, this Court will determine whether the decedent (1) affirmatively consented to the use of his genetic material for posthumous reproduction, and (2) affirmatively consented to financially support any posthumously conceived child. Id. at 268-70.

Jemma contends that even if the law does not unambiguously prohibit Kenneth from taking, the state's interest in protecting Terry's reproductive rights and the state's interest in ensuring the prompt and final administration of Terry's estate outweigh Kenneth's interest in taking from Terry's intestate state. This Court again disagrees. The best interests of the child are of paramount importance, and it is in Kenneth's best interests that the law treats him the same as a naturally conceived but posthumously born child. See Stone St. Ann. 150 § 2-108. Moreover, Terry consented to the use of his sperm to conceive a child. Although the release form he signed did not expressly contemplate the posthumous use of his sperm, he did discuss that possible use with Angel and Dr. Spacheman. Terry also created a

college fund, demonstrating that he contemplated financially supporting that child. Jemma contends that both the consent to conceive and the consent to support a posthumous child must be in writing, as the UPA and several other states require. This Court finds, however, that verbal consent is sufficient, especially where it is proven by more than one witness's declaration. See Woodward, 760 N.E.2d at 271.

For these reasons, this Court holds that Kenneth Gordon-Jordan, the posthumously conceived biological child of Terry Jordan, is a descendant for the purposes of Stone Statutes Annotated 150 § 1-201(5) and § 2-102. This Court ORDERS that Kenneth is entitled to the remainder of Terry's intestate estate after the first $150,000, plus one-half of the balance of the intestate estate is distributed to Terry's surviving spouse, Jemma Maloney.

SO ORDERED.

June 14, 2016

SUPREME COURT OF STONE

In the Matter of the ESTATE OF Terry JORDAN, Deceased.	No. ST-16-02

Grant of Direct Appellate Review

Jemma Maloney filed an application pursuant to the Stone Rules of Appellate Procedure Rule 11 for direct appellate review of the Stone Superior Court's order below. This Court certifies that direct appellate review is in the public interest, and hereby grants the application. Stone R. App. P. 11(f). This Court designates Jemma Maloney as Appellant, and Jack Donnelly, in his capacity as executor of Terry Jordan's will and administrator of the Estate of Terry Jordan, as Appellee. This Court will consider all issues raised in the court below.

Johannes Lutz,
Clerk

Dated: September 22, 2016

Appendix A

This is the Last Will and Testament of me, Terry Jordan, presently residing at 30 Rockefeller Place., in the City of Rockville, in the County of Showton, in the State of Stone. Being of sound and disposing mind and memory, I hereby make and declare this to be my last will and testament.

1. I hereby cancel all previous wills and codicils of every nature and kind whatsoever.
2. I direct that all my just debts and obligations, including funeral expenses, and the expenses incident to my last illness be paid as soon after my death as practical.
3. I appoint my cousin Jack Donnelly to look after my Estate as my Executor.
4. I give, devise, and bequeath of the following property, after all of my just debts, expenses, taxes and administration cost of the estate have first been paid, settle or compromised: my badass Bugatti Veyron to my home-girl and boss-lady, Liz Limón

I sign my name to my Last Will and Testament, written on this page, on this 3rd day of January, 2014.

Terry Jordan

Appendix B

Stone Probate Code, relevant Stone Wills Act provisions.

Stone St. Ann. 150 § 2-502. Wills.

§ 2-502(1). Execution and attestation of wills; formal requirements

(a) Except for nuncupative and holographic wills, every will must be in writing, and executed and attested in the following manner:

(i) It shall be signed at the end thereof by the testator or, in the name of the testator, by another person in his presence and by his direction, subject to the following:

(A) The presence of any matter following the testator's signature, appearing on the will at the time of its execution, shall not invalidate such matter preceding the signature as appeared on the will at the time of its execution.

(B) No effect shall be given to any matter, other than the attestation clause, which follows the signature of the testator, or to any matter preceding such signature which was added subsequently to the execution of the will.

(ii) The signature of the testator shall be affixed to the will in the presence of each of the attesting witnesses, or shall be acknowledged by the testator to each of them to have been affixed by him or by his direction. The testator may either sign in the presence of, or acknowledge his signature to each attesting witness separately.

(iii) The testator shall, at some time during the ceremony or ceremonies of execution and attestation, declare to each of the attesting witnesses that the instrument to which his signature has been affixed is his will.

(iv) There shall be at least two attesting witnesses, who shall both attest the testator's signature , as affixed or acknowledged in their presence, and sign their names and affix their residence addresses at the end of the will. In lieu of two attesting witnesses, the testator may sign the will in the presence of a notary public who may attest to the testator's signature.

(b) The procedure for the execution and attestation of wills need not be followed in the precise order set forth in

paragraph (a) so long as all the requisite formalities are observed during a period of time in which, satisfactorily to the surrogate, the ceremony or ceremonies of execution and attestation continue

§ 2-502(2). Holographic Wills

(a) A will that does not comply with section (1) is valid as a holographic will, whether or not witnessed, if the signature and material portions of the document are in the testator's handwriting.

§ 2-502(3). Extrinsic Evidence

(a) Intent that a document constitutes the testator's will can be established by extrinsic evidence, including, for holographic wills, portions of the document that are not in the testator's handwriting.

Appendix C

Stone Probate Code, provisions relating to intestacy.

Stone St. Ann. 150 § 1-201. Definitions.

(5) "Child," includes a natural or biological children entitled to take as a child under this [code] by intestate succession from the parent whose relationship is involved and excludes a person who is only a stepchild, a foster child, a grandchild, or any more remote descendant.

(9) "Descendant," of an individual means all of his [or her] descendants of all generations, with the relationship of parent and child at each generation being determined by the definition of child and parent contained in this [code].

(20) "Heirs," means persons, including the surviving spouse and the state, who are entitled under the statutes of intestate succession to the property of a decedent.

(34) "Parent," includes any person entitled to take, or who would be entitled to take if the child died without a will, as a parent under this [code] by intestate succession from the child whose relationship is in question and excludes any person who is only a stepparent, foster parent, or grandparent.

S**tone St. Ann. 150 § 2-101-08. Intestacy.**

§ 2-102. The Intestate Share. The intestate share of a decedent's surviving spouse is:

(1) the entire intestate estate if:

(A) no descendant or parent of the decedent survives the decedent; or

(B) all of the decedent's surviving descendants are also descendants of the surviving spouse and there is no other descendant of the surviving spouse who survives the decedent;

. . .

(4) the first [$150,000], plus one-half of any balance of the intestate estate, if one or more of the decedent's surviving descendants are not descendants of the surviving spouse.

§ 2-107. Inheritance of Children Born of Unwed Parents.

(1) A child born of unwed parents shall inherit from or through his mother as if born in lawful wedlock. The estate of a person born of unwed parents dying intestate and leaving no descendant, nor husband, nor wife shall descend to the mother, and, if the mother is dead, through the line of the mother as if the person so dying were born in lawful wedlock.

(2) A child born of unwed parents shall inherit from or through his father as if born in lawful wedlock, under any of the following conditions:

(a) Intermarriage of the parents after the birth of the child.

(b) Acknowledgment of paternity or legitimation by the father.

(c) A court decree adjudges the decedent to be the father before his death.

(d) Paternity is established after the death of the father by clear and convincing evidence.

(e) The decedent had adopted the child.

§ 2-108. Inheritance or succession by right of representation; posthumous children added by amendment on January 10, 2000).

Inheritance or succession by right of representation is the taking by the living descendants of a deceased heir of the same share or right in the estate of another person as their parent would have taken if living. For the purposes of this provision, posthumous children are those children born after the death of a parent and shall be considered as alive at the death of their parent.

§ 2-109. Parent-child relationship.

For purposes of intestate succession by, from, or through an individual:

(1) An individual is the child of his or her genetic parents, whether or not they are married to each other, except as otherwise provided in paragraph (2) or (5) or as other facts and circumstances warrant a different result.

(2) An adopted individual is a child of his or her adoptive parent or parents.

(A) If the adoption removes the child from the families of both of the genetic parents, the child is not a child of either genetic parent.

(B) If the adoption is by a relative of either genetic parent, or by the spouse or surviving spouse of such a relative, the individual remains a child of both genetic parents.

(C) If the adoption is by a stepparent, the adopted stepchild is not only a child of the adoptive stepparent but is also a child of the genetic parent who is married to the stepparent. Under several intestacy statutes, including the Uniform Probate Code, the adopted stepchild is also a child of the other genetic parent for purposes of inheritance from and through that parent, but not for purposes of inheritance from or through the child.

(3) A stepchild who is not adopted by his or her stepparent is not the stepparent's child.

(4) A foster child is not a child of his or her foster parent or parents.

(5) A parent who has refused to acknowledge or has abandoned his or her child, or a person whose parental rights have been terminated, is barred from inheriting from or through the child.