



COURT OF CHANCERY
OF THE
STATE OF DELAWARE

JESSIE R. BENAVIDES
MAGISTRATE IN CHANCERY

COURT OF CHANCERY COURTHOUSE
414 FEDERAL STREET
DOVER, DE 19901

June 2, 2026

Via First Class Mail

Theodore M. Gray
426 S New Street
Apt. 102
Dover, DE 19901

Via First Class Mail

Leon E. Reynolds, III
James T. Vaughn Correctional Center
1181 Paddock Road
Smyrna, DE 19977

RE: *Theodore M. Gray v. Leon E. Reynolds III*
C.A. No. 2026-0118-JRB

Dear Counsel:

Through this letter, I recommend denying Plaintiff's Complaint for Confirmation of Ownership, filed on January 27, 2026.¹ My reasoning follows a brief recitation of the posture on which this request comes before me.

I. INTRODUCTION

Theodore M. Gray ("Plaintiff") brings suit against Leon E. Reynolds, III ("Defendant") to determine the ownership of the property located at 1293 Andrews Lake Road, Felton, DE 19943 ("Subject Property").²

¹ Pl. Compl., D.I. 1.

² *Id.*

II. BACKGROUND

A. Facts

On November 3, 2020, Robert Allen (“Mr. Allen”) and Elizabeth Kemp conveyed a deed for the Subject Property to Mr. Allen.³ About six months later, on April 14, 2021, Mr. Allen conveyed a deed for the Subject Property to himself, Defendant, and Virginia Reynolds (“Mrs. Reynolds”), as joint tenants with right of survivorship.⁴

Plaintiff began residing at the Subject Property with Mr. Allen beginning in January 2024.⁵ Plaintiff continued to reside at the Subject Property until the Justice of the Peace Court entered an order ejecting Plaintiff from the Subject Property and returning possession of the same to Defendant on or about March 3, 2025.⁶ The Justice of the Peace Court issued a writ of possession and notice of eviction on or about May 8, 2026 to evict Plaintiff from the Subject Property.⁷

³ Ex. A, D.I. 4, at 3.

⁴ *Id.* at 2.

⁵ Ex. C, D.I. 4.

⁶ *Bartlett v. Gray*, Del. J.P., C.A. No. JP16-25-000653, Smith, J. (Mar. 3, 2026). The matter was heard at a trial de novo before a three-judge panel and decided on May 8, 2025. *Gray v. Bartlett*, Del. J.P., C.A. No. JP16-25-000653 (May 8, 2025). Following trial de novo, the Justice of the Peace Court issued a decision in favor of Ms. Bartlett.

⁷ *Eviction Notice, Gray v. Bartlett*, Del. J.P., C.A. No. JP16-25-000653 (May 8, 2025).

On or about January 26, 2024, Mrs. Reynolds passed, and Defendant was later taken into custody under investigation for her murder and charged with murder for her death.⁸ Defendant is incarcerated and serving time for charges arising from Mrs. Reynolds' murder.⁹ On August 29, 2024, Mr. Allen died.¹⁰

According to the Last Will and Testament of Mr. Allen, dated March 12, 2024, fifty percent of his residuary estate shall go to his friend Arlene R. Meggett, *per stripes*, and the remaining fifty percent shall go to Plaintiff, *per stripes*.¹¹

B. Procedural History

On or about January 27, 2026, Plaintiff filed his Verified Complaint.¹² Plaintiff seeks a declaratory judgement from the Court granting Plaintiff rights as a lawful co-owner of the Subject Property.¹³ Plaintiff initially filed suit against Kim S. Bartlett ("Ms. Bartlett") as the power of attorney ("POA") for Defendant¹⁴ but later amended his complaint to name Defendant as the defendant.

⁸ Ex. B, D.I. 4, at 1.

⁹ D.I. 28.

¹⁰ Ex. D, D.I. 4.

¹¹ Ex. E, D.I. 4, at 1.

¹² Pl. Compl., D.I. 1.

¹³ *Id.* ¶ 7.

¹⁴ *Id.* ¶ 3.

On or about January 27, 2026, Plaintiff filed a Motion to Expedite proceedings.¹⁵ Plaintiff did not reside at the Subject Property at the time of filing this motion.¹⁶ Rather, Plaintiff lived in a camper.¹⁷ Plaintiff asserted that expedition of the matter was necessary due to the impact of inclement weather conditions upon his present living arrangements..¹⁸ Furthermore, as Plaintiff was not living at the Subject Property, he claimed to fear a risk of irreparable harm to his possession of and interest in the Subject Property, such as through actions of mismanagement and similar conduct towards the Subject Property by Defendant or representatives on Defendant's behalf.¹⁹

On or about January 30, 2026, Plaintiff filed a *praecipe* for Ms. Bartlett, as POA for Defendant.²⁰ That same day, the Kent County Sheriff issued summons.²¹ On or about February 10, 2026, the Kent County Sheriff served summons upon Ms. Barlett.²²

¹⁵ Pl. Mot. to Expedite, D.I. 5.

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.* at 3.

²⁰ D.I. 12.

²¹ D.I. 13.

²² D.I. 15.

On February 9, 2026, I held a hearing on Plaintiff's Motion to Expedite.²³ I entered an order continuing the hearing on the Motion to Expedite to a new date, as Plaintiff needed to effectuate service upon Defendant.²⁴ Plaintiff was also required to amend his complaint to reflect the proper defendant in this matter.²⁵

On or about February 11, 2026, Plaintiff issued summons on Defendant.²⁶ The next day, Plaintiff filed the return of service made upon Defendant.²⁷

On or about February 17, 2026, Ms. Bartlett, as POA for Defendant, filed an Answer to Plaintiff's Complaint.²⁸ Ms. Bartlett denied that Plaintiff signed a lease agreement for the Subject Property, claimed that the will of Mr. Allen was irrelevant, and denied that Plaintiff had an interest in the prevention of harm to the Subject Property.²⁹

²³ Jud. Action Form, D.I. 17.

²⁴ *Id.*

²⁵ *Id.*

²⁶ D.I. 19.

²⁷ D.I. 20.

²⁸ Def.'s Answ. to Pl.'s Compl., D.I. 21.

²⁹ *Id.*

On February 18, 2026, I held a hearing on Plaintiff's Motion to Expedite.³⁰ Plaintiff and Ms. Bartlett appeared for the hearing. Defendant did not appear. I granted the Motion to Expedite.

On or about February 18, 2026, Plaintiff filed an amended complaint.³¹ In the amended complaint, Plaintiff replaced the named defendant from "Kim Bartlett, power of attorney for Leon E. Reynolds, III" to "Leon E. Reynolds, III."³² The same day, Plaintiff filed a summons return for service upon Defendant.³³

On or about March 6, 2026, the Court received return mail from Defendant.³⁴ Ten days later, Plaintiff filed an affidavit of mail sent from Plaintiff to Defendant.³⁵ On or about March 27, 2026, the Court received a certified mail return to Defendant.³⁶

On April 13, 2026, I held trial on the Verified Complaint.³⁷ Present at trial were Plaintiff and an interested party, Arlene R. Meggett. Defendant did not appear.

³⁰ Jud. Action Form, D.I. 22.

³¹ Am. Compl., D.I. 23.

³² *Id.*

³³ D.I. 25.

³⁴ Returned Mail, D.I. 27.

³⁵ Aff., D.I. 28.

³⁶ Certified Mail Return, D.I. 29.

³⁷ Jud. Action Form, D.I. 30.

On or about April 15, 2026, the Court received a mail return to Defendant.³⁸

The Court received Defendant's Answer to Complaint on or about May 12, 2026.³⁹ Through his response, Defendant denied that Plaintiff signed a lease agreement with Mr. Allen before Mr. Allen's passing.⁴⁰ Defendant alleged that Mr. Allen's will was not relevant to the determination of ownership over the Subject Property.⁴¹ Defendant also asserted that Plaintiff demonstrated no interest in preventing potential harm to the Subject Property and denied Plaintiff's claims regarding possible irreparable harm to the Subject Property.⁴²

III. ANALYSIS

A. The Effect of the Slayer Statute on the Distribution of Ownership Interests in Property

Present before me is a request to determine the present ownership rights to the Subject Property. Because Defendant has been convicted of charges arising from the murder of Mrs. Reynolds, the question is what effect the Slayer Statute has on the ownership for the formerly held joint tenancy with right of survivorship of the Subject Property.

³⁸ Mail Return, D.I. 31.

³⁹ Def.'s Answ. to Pl. Compl., D.I. 32.

⁴⁰ *Id.* at 2.

⁴¹ *Id.*

⁴² *Id.*

1. The Delaware Slayer Statute

The philosophy of a slayer statute is to prohibit a slayer from inheriting from his victim.⁴³ In Delaware, the “Slayer Statute” refers to 12 *Del. C.* § 2322. A slayer is defined as “any person who pleads guilty or nolo contendere to or is convicted of the offenses” of manslaughter, as defined in 11 *Del. C.* § 632, murder in the second degree, as defined in 11 *Del. C.* § 635, or murder in the first degree, as defined in 11

⁴³ *Matter of Est. of Cordray*, 294 A.3d 99, 102 (Del. Ch. 2023) (The Slayer Statute is “a codification of a common-law precept; that one must not profit from his own wrong.”(citations omitted)). See also Natalie J. Risse, *Avoid A Fight over Blood Money: The Iowa Legislature Should Take Action to Amend Its Slayer Statute to Ensure That Even the Insane Slayer Does Not Inherit*, 109 Iowa L. Rev. 439, 441 (2023); see generally Callie Kramer, *Guilty by Association: Inadequacies in the Uniform Probate Code Slayer Statute*, 19 N.Y.L. Sch. J. Hum. Rts. 697, 699-703 (2003) (“The slayer rule’s genesis is rooted in the principle, ‘Nullus Commodum capere potest de injuria sua propria--No man can take advantage of his own wrong.’ The rationale for the slayer rule is the prevention of unjust enrichment coupled with the maxim that a wrongdoer cannot profit from his or her wrong. ... The foundation of the slayer rule is based on the principles of equity, morality, and property law. The principle of equity means that ‘the social interest served by refusing to permit the criminal to profit by his crime is greater than that served by the preservation of legal rights of ownership.’ Permitting a killer to take his victim’s property vindicates his wrongful acts. ... In addition, the equity principle underlying the slayer rule raises morality issues. The moral justification for precluding killers the right to succeed to their victim’s property differs with the circumstances. ... The moral principles denying the killer’s right to benefit are not disturbed in the absence of motivation by economic gain. For example... a wife killed her husband after drinking and arguing. Despite the fact that the wrongdoer is not motivated by greed, courts and legislatures prevent these wrongdoers from succeeding to the victim’s estate because of their undeserving status. ... The law that prevents a slayer from profiting from his wrongful act appears in two forms depending on the jurisdiction. While many states utilize a slayer statute other states rely on common law rule. However, despite the different forms, the principles underlying the common law rule are essentially the same as those embodied in the statutory law of other jurisdictions. Along with developing common law slayer rules, many states have promulgated statutes that prohibit a killer from inheriting his victim’s property. The purpose of these statutes, commonly known as ‘slayer statutes’, is to prohibit the slayer from benefiting from his wrongful act.”).

*Del. C. § 636.*⁴⁴ A decedent is defined as “any person whose life is taken by a slayer.”⁴⁵

According to 12 *Del. C. § 2322(e)(2)*:

As to property held jointly by 3 or more persons as joint tenants with right of survivorship, including the slayer and the decedent, the decedent’s interest shall be converted to that of a proportional tenant in common, and the decedent's interest shall pass to the decedent’s heirs, legatees and devisees, unless the decedent’s estate or a surviving joint tenant effects a partition of the property. The interest of the other tenants remains unaffected.⁴⁶

Additionally, according to 12 *Del. C. § 2322(b)*: “The slayer shall be deemed to have predeceased the decedent as to property which would have passed from the estate of the decedent to the slayer under the statutes of descent and distribution or have been acquired by statutory right as surviving spouse.”⁴⁷

Unfortunately, there are limited resources of caselaw, commentary, regulations, and secondary sources on the application of the Slayer Statute to disputes of ownership distribution within Delaware, especially regarding joint tenancy with right of survivorship. Thus, I turn to out-of-state caselaw and literature

⁴⁴ Del. Code Ann. tit. 12, § 2322(a)(3). See also Del. Code Ann. tit. 11, §§ 632, 635-636.

⁴⁵ Del. Code Ann. tit. 12, § 2322(a)(1).

⁴⁶ Del. Code Ann. tit. 12, § 2322.

⁴⁷ *Id.*

as guiding contextual principles in my approach to applying the Slayer Statute to the matter presently before me.

2. Other State and Federal Applications of Slayer Statutes

As a “traditional area of state regulation,”⁴⁸ the primary purpose of slayer statutes is to “prevent a wrongdoer from profiting from his or her own wrong.”⁴⁹

This is premised with the policy goal that “no person should gain a financial benefit by killing another.”⁵⁰ This primary purpose spans a large breadth of matters

⁴⁸ *Laborers’ Pension Fund v. Miscevic*, 880 F.3d 927, 934 (7th Cir. 2018).

⁴⁹ *In re Est. of Garcia*, 516 P.3d 962, 969. *See also* Carla Spivack, *Killers Shouldn’t Inherit from Their Victims-or Should They?*, 48 Ga. L. Rev. 145, 226 n.44 (2013) (“*See* John W. Wade, *Acquisition of Property by Willfully Killing Another--A Statutory Solution*, 49 Harv. L. Rev. 715, 715 n.1 (1936) (discussing the various states’ statutory solutions). These rules do not affect property rights that have vested before the decedent’s death, such as shares in joint tenancies, tenancies in the entirety, and tenancies in common; most jurisdictions deem the killing to sever the tenancy, thereby eliminating the right of the killer to the victim’s share. *E.g.*, *Cappocia v. Cappocia*, 505 So. 2d 624, 624-25 (Fla. Dist. Ct. App. 1987); *In re Estate of Shields*, 584 P.2d 139, 140 (Kan. 1978); *Woodson v. Foster*, 320 P.2d 855, 860 (Kan. 1958); *In re Estate of Matye*, 645 P.2d 955, 958 (Mont. 1982); *State ex rel. Miller v. Sencidiver*, 275 S.E.2d 10, 15 (W. Va. 1981). *But see* *Hood v. Vandenvender*, 661 So. 2d 198, 201 (Miss. 1995) (leaving open the possibility that a finding in civil court of “intentional” killing could result in forfeiture of the right of survivorship).”).

⁵⁰ *Id.*; *See, e.g.*, *Lakatos v. Est. of Billotti*, 509 S.E.2d 594, 598 (1998) (“Even in the complex and sophisticated world of modern law, we still treasure and revere our ancient equitable maxims. These principles of law became equitable maxims because the simple, immutable truths which they contain are so basically and universally fair that they are without dispute obvious to all. Aside from our slayer statute, the old equitable maxim *nemo ex suo delicto meliorem suam conditionem facere potest*, which we commonly state as no man should profit from his own wrong, but which literally means no one can make his condition better by his own misdeed, supports the conclusion we reach today.”); *Slayer Statute and Joint Tenancy*, 1997 WL 869203, 1 (“Preventing a wrongdoer from benefitting from his wrong in the context of inheritance of property has been a long-standing problem in the law. In an earlier era, this was a judicial problem because the inheritance statutes

potentially impacted by a financial benefit and a party's rights of distribution, from real estate, as is the focus of the present litigation, to insurance⁵¹ (for example in the contexts of ERISA⁵², beneficiaries of a bond, life insurance policies⁵³, and other contractual arrangements), thus highlighting the general intent of a slayer statute to prevent a slayer from benefiting from his or her acts.

When evaluating how and to what extent a slayer statute may apply to a matter, a court “should first look to the specific statutory language to determine the intent of the Legislature. The Legislature is presumed to intend the meaning that the

were silent on this point. In the 20th century, so-called slayer statutes have been enacted in an attempt to remedy the situation.”); *see also, e.g., Laborers' Pension Fund v. Miscevic*, 880 F.3d 927, 934 (7th Cir. 2018) (“the axiom that an individual who kills a plan participant cannot recover plan benefits is a well-established legal principle which predates ERISA. Indeed, as courts have stated, “Congress could not have intended ERISA to allow one spouse to recover benefits after intentionally killing the other spouse.” (citations omitted)).

⁵¹ *See Farmers New World Life Ins. Co. v. Nunes*, 2026 WL 764809, at *1 (E.D. Cal. Mar. 18, 2026) (“California has a slayer statute applicable to life insurance which states: A named beneficiary of a bond, life insurance policy, or other contractual arrangement who feloniously and intentionally kills the principal obligee or the person upon whose life the policy is issued is not entitled to any benefit under the bond, policy, or other contractual arrangement, and it becomes payable as though the killer had predeceased the decedent.”).

⁵² *See Laborers' Pension Fund v. Miscevic*, 880 F.3d 927, 932 (7th Cir. 2018) (“The Court acknowledged that, ‘[i]n the ERISA context, ... “slayer” statutes could revoke the beneficiary status of someone who murdered a plan participant.’ Nevertheless, the Court stressed ‘that the principle underlying the statutes—which have been adopted by nearly every State—is well established in the law and has a long historical pedigree predating ERISA.’ It opined that, ‘because the statutes are more or less uniform nationwide, their interference with the aims of ERISA is at least debatable.’” (internal citations omitted)).

⁵³ *See Banner Life Ins. Co. v. Venard*, 2026 WL 884399, at *1 (N.D. Iowa Mar. 17, 2026) (“Iowa has a so-called ‘slayer statute’ that bars beneficiaries of a life insurance policy from collecting on proceeds should they have caused the principal's death.”).

statute plainly expresses.”⁵⁴ “As a starting point, a court applying Delaware law ‘must seek to ascertain and give effect to the intention of the Legislature as expressed in the Statute itself.’ ‘[I]f a statute is clear and unambiguous, the plain meaning of the statutory language controls.’ ... ‘[W]here the intent of the legislature is clearly reflected by unambiguous language in the statute, the language itself controls.’ ”⁵⁵

For example, in *Ponke v. Ponke* the Court of Appeals of Michigan found that a plain reading of the slayer statute indicated that “each joint tenant will take half an interest in the property when one spouse kills the other.”⁵⁶ Finding that the “statute does not require the forfeiture of the murdering spouse’s interest in the property,” merely precluding “the murdering spouse from taking the murdered spouse’s share of the property by a right of survivorship,” when the slayer in *Ponke*’s case murdered his wife, while he “may have severed the joint tenancy in their home... he still retained a one-half interest in it.”⁵⁷

⁵⁴ *Ponke v. Ponke*, 564 N.W.2d 101, 103–04 (1997).

⁵⁵ *Salama v. Simon*, 328 A.3d 356, 365 (Del. Ch. 2024) (internal citations omitted); *see also Harris v. Harris*, 289 A.3d 310, 329 (Del. Ch. 2023) (“Words in a statute should not be construed as surplusage if there is a reasonable construction which will give them meaning, and courts must ascribe a purpose to the use of statutory language, if reasonably possible.”)(citing *Oceanport Indus., Inc. v. Wilmington Stevedores, Inc.*, 636 A.2d 892, 900 (Del.1994)).

⁵⁶ *Ponke*, 564 N.W.2d 101, 104 (1997).

⁵⁷ *Id.*; *cf. Lakatos v. Est. of Billotti*, 509 S.E.2d 594, 594 (1998) (“When one joint tenant murders his or her cotenant, W.Va.Code § 42–4–2 (1931) controls who acquires or takes the property. W.Va.Code § 42–4–2 provides, in part, that ‘the money or the property to

Substantively finding the law to be clear, the Supreme Court of Alaska in *In re Est. of Blodgett* rendered that forfeiture of an estate is not necessarily implicated by a slayer statute.⁵⁸ The court there explained:

First, any loss caused by a slayer statute is not improperly based on attainders or on the legal status of a felon; rather, the slayer statute exists to effectuate the accepted policy that a killer should not profit from his wrong. The rule does not prevent the slayer from inheriting in general; it only prevents the slayer from inheriting from the slayer's victim. Second, courts have noted that the application of the slayer rule does not actually cause a forfeiture, because the offender did not own the property at the time of the homicide; he merely had an expectancy interest. By killing the decedent, the slayer prevents the property interest from vesting in himself.⁵⁹

Notably, however, where “a statute is ambiguous and its meaning is not clear, the Court must rely upon its methods of statutory interpretation and construction to

which the person so convicted would otherwise have been entitled shall go to the person or persons who would have taken the same if the person so convicted had been dead at the date of the death of the one killed ..., unless by some rule of law or equity the money or the property would pass to some other person or persons.’ This plain statutory language clearly provides that upon the death of the victim, the total estate held in a joint tenancy passes in its entirety to the person or persons who would have taken the same if the slayer had predeceased the victim.”); *Julia v. Russo*, 984 So. 2d 1283, 1285 (Fla. Dist. Ct. App. 2008) (“Any joint tenant who unlawfully and intentionally kills another joint tenant thereby effects a severance of the interest of the decedent so that the share of the decedent passes as the decedent’s property and the killer has no rights of survivorship. This provision applies to joint tenancies with right of survivorship and tenancies by the entirety in real and personal property; joint and multiple-party accounts in banks, savings and loan associations, credit unions, and other institutions; and any other form of co-ownership with survivorship incidents.”); *In re Est. of Garcia*, 516 P.3d 962, 968. These sources provide examples of where the Court applied a plain reading analysis of the relevant slayer statute.

⁵⁸ *In re Est. of Blodgett*, 147 P.3d 702, 710 (Alaska 2006).

⁵⁹ *Id.*

arrive at a meaning. If a statute is reasonably susceptible to different conclusions or interpretations, it is ambiguous. The fundamental rule in interpreting an ambiguous statute is to ascertain and give effect to the intent of the Legislature.”⁶⁰ For example, a court may “attempt to determine legislative intent by interpreting the statutory scheme as a whole and consider the statute’s context, subject matter, historical background, effects and consequences, and spirit and purpose.”⁶¹

By interpreting the statutory scheme and purpose, the Court of Appeals of Arizona in *Castro v. Ballesteros-Suarez* found the slayer statute to sever “the interests of the decedent and killer in property held by them at the time of the killing as joint tenants with the right of survivorship or as community property with the right of survivorship, transforming the interests of the decedent and killer into tenancies in common.”⁶² Similar to the findings of *In re Est. of Blodgett*, the Court

⁶⁰ *In re Digex Inc. S’holders Litig.*, 789 A.2d 1176, 1199–200 (Del. Ch. 2000); *see also Noranda Aluminum Holding Corp. v. XL Ins. Am., Inc.*, 269 A.3d 974, 977-78 (Del. 2021) (“When interpreting a statute, our goal is ‘to ascertain and give effect to the intent of the legislators, as expressed in the statute.’ If the plain statutory text admits only one reading, we apply it. If there is a legitimate ambiguity, we consult the canons of statutory construction and may consider legislative history.”); *Jud. Watch, Inc. v. Univ. of Delaware*, 267 A.3d 996, 1003–04 (Del. 2021) (“When interpreting a statute, the Court’s priority is to ‘determine and give effect to legislative intent.’ ”); *cf. Wilkerson v. State*, 338 A.3d 477, 485-86 (Del. 2025) (“a statute is ambiguous if it is ‘reasonably susceptible to different interpretations, or if giving a literal interpretation to the words of the statute would lead to an unreasonable or absurd result that could not have been intended by the legislature.’ We may ‘look behind the statutory language itself only if the statute is truly ambiguous.’”).

⁶¹ *Castro v. Ballesteros-Suarez*, 213 P.3d 197, 201 (Ct. App. 2009).

⁶² *Id.*

of Appeals of Arizona in *Castro v. Ballesteros-Suarez*, further concluded that while the slayer will not be entitled to profit from the murder, since, if his “interest in property [is] contingent upon his surviving his victim,... [and] although he survives the victim[,] he does so as a result of the murder,” the slayer “will not be deprived of property to which he would otherwise be entitled.”⁶³

I find these out-of-state examples and approaches towards applying a slayer statute both informative and compelling. Therefore, I will apply a similar logic towards my findings in this matter.

B. Plaintiff Does Not Have an Ownership Interest in the Subject Property

Pending before me is a request to determine the present ownership rights to the Subject Property. According to the last deed of record (“Deed”),⁶⁴ Mr. Allen, Defendant, and Mrs. Reynolds owned the Subject Property as joint tenants with right of survivorship.⁶⁵ Prior to the passing of Mrs. Reynolds, Defendant, and Mrs. Reynolds were married, with children. Unmarried at the time of his death, Mr. Allen named two beneficiaries in his will, Plaintiff and Arlene R. Meggett. Because Defendant was convicted of murdering Mrs. Reynolds, the question I must resolve

⁶³ *Id.* at 205.

⁶⁴ Ex. A, D.I. 4, at 2.

⁶⁵ *Id.* ¶ 3-4.

is what effect the Slayer Statute has on the distribution of ownership for the formerly held joint tenancy with right of survivorship of the Subject Property as assigned by the Deed⁶⁶.

In light of the contextual history added by slayer statutes and related literature in other states, and upon a plain reading of 12 *Del. C.* §§ 2322(e)(2)⁶⁷ and 2322(b),⁶⁸ I find that Plaintiff has no ownership rights to the Subject Property, Defendant has a two-thirds ($\frac{2}{3}$) ownership interest, and the heirs of Mrs. Reynolds have a one-third ($\frac{1}{3}$) ownership interest in the Subject Property.

According to a plain reading of 12 *Del. C.* § 2322(b), as Defendant was convicted for the murder of Mrs. Reynolds, Defendant is a slayer as defined by Section 2322. As a result, he is determined to have predeceased Mrs. Reynolds regarding the distribution of Mrs. Reynolds' ownership interest in the Subject Property. 12 *Del. C.* § 2322(e)(2) further states that, in this context where there is joint tenancy with right of survivorship between three individuals: Defendant, Mrs. Reynolds, and Mr. Allen, Mrs. Reynolds' ownership interest converts to a proportional tenant in common and passes to her heirs. Therefore, as Defendant was

⁶⁶ *Id.*

⁶⁷ *See* Del. Code Ann. tit. 12, § 2322.

⁶⁸ *Id.*

convicted for the murder of Mrs. Reynolds, Defendant does not gain Mrs. Reynolds' survivorship interests, and notably neither does the other joint owner, Mr. Allen.

Where 12 *Del. C.* § 2322(e)(2) is unclear, however, is in the application of the statement that “the interest of the other tenants remains unaffected.”⁶⁹ The question is whether the slayer is included in the group of “other tenants” whose interest remain unaffected after the victim is murdered. For example, incorporating 12 *Del. C.* § 2322(b), is the slayer determined to have predeceased the victim solely regarding the ownership relationship between those two individuals? Or, possibly for the sake of distribution and equity, is the slayer determined to have predeceased the victim in relation to the entirety of the property's ownership interests, and thus determined to have predeceased the interests of the other co-tenants? This is particularly pertinent here because Mr. Allen also died, about eight months after Mrs. Reynolds, naming Plaintiff and Arlene Meggett as the beneficiaries of his estate.

By integrating the afore-exemplified approaches of out-of-state slayer statutes, I interpret the legislative intent of the statement “the interest of the other tenants remains unaffected”⁷⁰ to include the slayer, therefore finding that the slayer's own

⁶⁹ *Id.*

⁷⁰ *Id.*

property interest, as well as his ownership relationship with the other tenants, remains unaffected. Only the slayer's succession in the decedent's property interest is affected and consequently voided. As a result, when Defendant was convicted of the murder of Mrs. Reynolds, Defendant lost his right to inherit from her interest in the Subject Property, but did not forfeit his remaining interests.

Thus, when Mrs. Reynolds died at the hands of Defendant, Mrs. Reynolds' property interest converted from a "joint tenant with right of survivorship" to a "tenant in common." As a former one out of the three members of the joint tenancy with right of survivorship, Mrs. Reynolds' property rights equate to a one-third interest in the Subject Property. When Mrs. Reynold's property interest converted into one of a tenant in common, her share transferred to her heirs. Defendant and Mr. Allen's interest remained unaffected, retaining a joint tenancy with right of survivorship relationship in the remaining two-thirds ($2/3$) interest of the Subject Property. Because Defendant retained his own property interest, when Mr. Allen passed, and thus predeceased Defendant while both were joint tenants with right of survivorship, Defendant acquired Mr. Allen's interest in the Subject Property. As the sole remaining owner of the Subject Property, of whom is here precluded from benefiting Mrs. Reynold's ownership interest, Defendant has a two-thirds ($2/3$) ownership interest in the Subject Property and the remaining one-third ($1/3$) interest passes to Mrs. Reynolds' heirs.

Therefore, once Mr. Allen passed, the interests in the Subject Property rests as following: Defendant owns a two-thirds ($\frac{2}{3}$) interest in the Subject Property, Mrs. Reynolds' heirs own their allocated one-third ($\frac{1}{3}$) interest. Subsequently, Mr. Allen's heirs are left without a remaining interest in the Subject Property. Plaintiff does not have an ownership interest in the Subject Property.

IV. CONCLUSION

For the reasons explained above, I recommend denying Plaintiff's Complaint for Confirmation of Ownership of the Subject Property and recommend finding that Plaintiff does not have an ownership interest in the Subject Property. This is a final report under Court of Chancery Rule 144. As this is an expedited matter, a notice of exceptions must be filed within three (3) days of the date of this Final Report.

IT IS SO ORDERED.

Respectfully,
/s/ Jessie R. Benavides
Magistrate in Chancery