

SHERWIN & HUNGERFORD
ATTORNEYS AND COUNSELLORS AT LAW
MINING EXCHANGE BUILDING
COLORADO SPRINGS, COLORADO

VICTOR W. HUNGERFORD

February 29, 1944

FREDERIC L. SHERWIN
1870 - 1938

Miss Laura Gilpin
807 Carter Avenue
Wichita, Kansas

Dear Miss Gilpin:

Re: Estate of Francis Gilpin, Deceased

Monday, the 6th prox., is set for final settlement in the estate of the above-named decedent and I know of no reason why we cannot close the estate at that time. During the course of the current week, I will prepare my report as administrator with the will annexed and send you a copy that you may be fully advised as to all my acts and proceedings and when entered, a copy of the decree of final settlement. All claims have been paid and there is a balance of \$303.16 in the Bank which will be paid to you as residuary legatee, less the cost of administration. My fees will be whatever the Court allows, certainly not to exceed \$100.00, and there will be some small additional disbursements in connection with closing the estate.

Under our statute, it is the duty of the personal representative of a decedent to sell the chattel property of the estate unless it is specifically bequeathed or its retention requested in writing by the person entitled to the proceeds of the sale, which in this case would be yourself. I should have had you execute this request sometime ago, but the necessities of the situation will be met by your signing it now, but dating it back in July when you were here and I am enclosing herewith the necessary instrument for your execution in this relation, together with a copy for your files. These items are the various items of personal property listed in the inventory and appraised by the official appraiser, which you indicated you wanted to keep and with the estate solvent there is no reason why you should not have your wish complied with.

I have not yet been able to get together with Dr. Chapman and Donald Gilpin to arrange for the delivery of the table to Dr. Chapman, but will try to do that this week and that will settle the doctor's claim along the line of our agreement.

The Parker shot-gun was appraised at \$7.50, and if you are willing to sell it at that figure I might take it in part payment of my fee to the extent of its appraised value if I find on examination that it is in usable condition. I will take a look at it when we go out to get the table for Dr. Chapman.

The two soldiers who bought the automobile have dropped out of the picture; one going overseas and the other being discharged from the Army. He was employed here by Aircrafts Mechanics but discharged the following day as he failed to show up for work. The unpaid note in the amount of \$33.33, with interest, the decree of final settlement will direct me to assign to you without recourse, and I will follow it up to the best of my ability and endeavor to collect it for you. I am trying to locate the car

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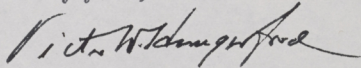
through the office of the Secretary of State, but as yet without success. If I do succeed and can recover it, we can of course sell it over again and you will get the benefit of whatever the proceeds of sale may be.

If there are any questions that you wish to ask concerning the administration do not hesitate to ask them and I will answer to the best of my ability.

By the way, that great big punch machine^{which} was inventoried at \$2.00 could not be sold at any price and I told Mr. Buchanan at the Wandell and Lowe warehouse that he could have it. If you disapprove of this gift I will put the inventory value of it into the estate account. Had it not been given away we would be obliged to pay storage on it until now or else put it up at auction.

With best regards, I am

Sincerely yours,



Encs.
VWH-S