

Box 1173 .

Santa Fe, N.M.

September 15,
1949.

Dear Edna:-

Just where the past eight weeks have gone I scarcely know, and here the summer is gone and a real feel of fall is in the air. I went up to Denver to get Isabella and Bettie Gilpin and brought them on down here for their week here. It was fun showing them the Southwest, and we had several nice trips etc. but it was strenuous too, and I ended up with a bad dose of flu again, and am only just about.

Just before I went to Denver to get the Gilpins, I got down to Roswell to see Mr. Bondurant, the lawyer with Hervey, Dow & Hinkle about the oil lease. He finally got around to going over all the data, and as the matter now stands, according to New Mexico law, is that Dad's will is not valid in so much as he did not mention Francis in it. Therefore at the time of Dad's death, one half of this interest was Fran's. It now becomes somewhat complicated, and it will be necessary for you, as Fran's heir, to file certain papers. There is some recent law, in this state, which has made this nullification of wills in which a parent does not mention one or more of his children. It all makes little difference anyway as it has been my intention, as I am sure you know, to share whatever this may amount to with you. The one difference it can make is in the cost, legal, that is, on your share because of the additional work on probating, or filing Fran's estate.

The thing for you to do is to write to Mr. Bondurant and find out what all is necessary for you to do. Mr. W.E. Bondurant, Jr., of Hervey, Dow & Hinkle, Roswell. He will handle the whole matter for both of us. I signed the lease to the Amarada Company just before I went to New York. Since then, this business about wills has come up and the last few weeks delay is certainly my fault, but I was swamped up to the time I got sick, ten days or so ago. Just how the division between you and me will be worked out, I do not yet know and it will probably require the signing of two leases instead of one. In any event, each of us is assured at the moment of \$1000. less legal costs, which shouldnt be more than \$100, or a little more for each of us. Then, if, as and when Amarada Co. decides to drill, and if.....? We will hope for some return and from all I hear the prospects are good, though

there has no activity at all this summer. If they do not drill before next April 15th, they pay some sort of bonus to us, and the lease is good for five years.

I have been through so many things of this sort in years gone by that I refuse to get any excitement up until I see a check. But, we can each use our \$1000.00 minus, to good advantage, I am sure. I only hope, particularly for your sake, that something real comes of all this.

Mr. Bondurant told me that he thought that the money would be forth coming as soon as he has the probation is satisfactorily under way. I hope that it will be forthcoming by Christmas. Some months ago, I gave Mr. Bondurant your address, but I suppose he will have to have proof of your identity and all the etceteras that go with legalitiés, so you write to him soon and get your end started. I have written him that he will hear from you.

I have been distressed over your news of Tony, and I wish I knew what the answers were and that I could be of some help.

My news is not much. The book is scheduled, I think, for October 17th. It looks as though a good show is developing for me in Dallas, and as soon as anything is definite about that I will let you know. The summer has been a sort of frustrated one. I have done a good deal of portraiture, and all going to catch up on a trip east. etc. but the hopes for the book seem to be good. Will I be glad when it is really out and finished!

Do let me hear how things go for you, and I shall let you know any news I get as to Lea County oil.

Affectionately