
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934

LEXICON GENETICS INCORPORATED
(Name of Issuer)

Common Stock \$0.001 Par Value Per Share
(Title of Class of Securities)

528872 10 4
(CUSIP Number)

Mr. John Sullivan
Gordon Cain and Associates
8 Greenway Plaza, Suite 702
Houston, Texas 77046
Telephone: (713) 840-7896
(Name, Address and Telephone Number
of Person Authorized to Receive Notices
and Communications)

November 20, 2002
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this Schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box: []

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

-
1. Name of Reporting Person
Estate of Gordon A. Cain (01-6222478)
 2. Check the Appropriate Box If A Member of a Group
(a)
(b)
 3. SEC Use Only
 4. Source of Funds
00
 5. Check Box If Disclosure of Legal Proceedings Is Required Pursuant
to Item 2(d) or 2(e)
 6. Citizenship or Place of Organization
Texas
 7. Sole Voting Power
0
 8. Shared Voting Power
0
 9. Sole Dispositive Power
0
 10. Shared Dispositive Power
10,995,500*
 11. Aggregate Amount Beneficially Owned by Reporting Person
10,995,500*
 12. Check Box If the Aggregate Amount in Row (11) Excludes Certain Shares
 13. Percent of Class Represented by Amount in Row (11)
21.0%
 14. Type of Reporting Person
00
-

* Includes 8,500 shares that may be acquired by the Estate of Gordon A. Cain within 60 days upon exercise of stock options

- 1. Names of Reporting Person
Mary H. Cain

- 2. Check the Appropriate Box If A Member of a Group (See Instructions)
(a)
(b)

- 3. SEC Use Only

- 4. Source of Funds (See Instructions)
00

- 5. Check Box If Disclosure of Legal Proceedings Is Required Pursuant
to Items 2(d) or 2(e)

- 6. Citizenship or Place of Organization
United States of America

- 7. Sole Voting Power
0

- 8. Shared Voting Power
2,000,000*

- 9. Sole Dispositive Power
0

- 10. Shared Dispositive Power
12,995,500*

- 11. Aggregate Amount Beneficially Owned by Reporting Person
12,995,500*

- 12. Check Box If the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions)

- 13. Percent of Class Represented by Amount in Row (11)
24.8%

- 14. Type of Reporting Person
IN

* 10,987,000 of these shares are owned, and 8,500 of these shares can be acquired within 60 days upon exercise of stock options, by the Estate of Gordon A. Cain, of which Mary H. Cain is a co-executor.

2,000,000 of these shares are owned by the Gordon and Mary Cain Foundation, of which Mary H. Cain is the Chairman.

-
1. Name of Reporting Person
James D. Weaver
 2. Check the Appropriate Box If A Member of a Group
(a)
(b)
 3. SEC Use Only
 4. Source of Funds
00
 5. Check Box If Disclosure of Legal Proceedings Is Required Pursuant
to Item 2(d) or 2(e)
 6. Citizenship or Place of Organization
United States of America
 7. Sole Voting Power
15,000
 8. Shared Voting Power
2,000,000*
 9. Sole Dispositive Power
15,000
 10. Shared Dispositive Power
12,995,500*
 11. Aggregate Amount Beneficially Owned by Reporting Person
13,010,500*
 12. Check Box If the Aggregate Amount in Row (11) Excludes Certain Shares
 13. Percent of Class Represented by Amount in Row (11)
24.8%
 14. Type of Reporting Person
IN
-

* 10,987,000 of these shares are owned, and 8,500 of these shares can be acquired within 60 days upon exercise of stock options, by the Estate of Gordon A. Cain, of which James D. Weaver is a co-executor.

2,000,000 of these shares are owned by the Gordon and Mary Cain Foundation, of which James D. Weaver is the President.

-
1. Name of Reporting Person
William A. McMinn
 2. Check the Appropriate Box If A Member of a Group
(a)
(b)
 3. SEC Use Only
 4. Source of Funds
00
 5. Check Box If Disclosure of Legal Proceedings Is Required Pursuant
to Item 2(d) or 2(e)
 6. Citizenship or Place of Organization
United States of America
 7. Sole Voting Power
12,054,591*
 8. Shared Voting Power
0
 9. Sole Dispositive Power
1,059,091
 10. Shared Dispositive Power
0
 11. Aggregate Amount Beneficially Owned by Reporting Person
12,054,591*
 12. Check Box If the Aggregate Amount in Row (11) Excludes Certain Shares
 13. Percent of Class Represented by Amount in Row (11)
23.0%
 14. Type of Reporting Person
IN
-

* 10,987,000 of these shares are owned, and 8,500 of these shares can be acquired within 60 days upon exercise of stock options, by the Estate of Gordon A. Cain, of which William A. McMinn was granted voting rights pursuant to an irrevocable voting proxy dated May 7, 1998 between Gordon A. Cain and William A. McMinn.

STATEMENT ON SCHEDULE 13D

Item 1. Security and Issuer

The class of equity securities to which this statement on Schedule 13D relates is the Common Stock, par value \$0.001 per share (the "Common Stock"), of Lexicon Genetics Incorporated (the "Issuer"), a Delaware corporation, with its principal executive offices located at 4000 Research Forest Drive, The Woodlands, Texas 77381.

Item 2. Identity and Background

(a)-(b) This statement is being filed on behalf of the Estate of Gordon A. Cain (the "Estate") by each of Mary H. Cain and James D. Weaver, co-executors of the Estate, and William A. McMinn. The address of Mary H. Cain, James D. Weaver and William A. McMinn is: Gordon Cain and Associates, 8 Greenway Plaza, Suite 702, Houston, Texas 77046.

(c) Mrs. Cain currently is not employed. Mr. Weaver is the President of the Gordon and Mary Cain Foundation. Mr. McMinn is currently a director of the Issuer. Both Mr. Weaver's and Mr. McMinn's business address is Gordon Cain and Associates, 8 Greenway Plaza, Suite 702, Houston, Texas 77046.

(d)-(e) During the last five years, neither Mrs. Cain, Mr. Weaver nor Mr. McMinn has been (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceedings, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations in respect to such laws.

(f) Mrs. Cain, Mr. Weaver and Mr. McMinn are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration

This Schedule 13D is being filed as a result of Mr. Cain's death. The Estate acquired the securities by operation of law upon the death of Mr. Cain. Mr. McMinn was granted voting rights upon the death of Mr. Cain pursuant to an irrevocable voting proxy described in Item 6. This irrevocable voting proxy will only remain in effect until the distribution of the Shares to the heirs or devisees of Mr. Cain. Therefore, this item is not applicable.

Item 4. Purpose of Transaction

On October 22, 2002, Gordon A. Cain died. At the time of his death, Mr. Cain beneficially owned 10,995,500 shares of Common Stock (the "Shares"). The Estate now beneficially owns the Shares. The co-executors of the Estate, as appointed by the Clerk of Probate Court No. 2, Harris County, Texas on November 20, 2002, are Mrs. Mary H. Cain, the wife of Mr. Cain, and Mr. James D. Weaver, the stepson of Mr. Cain. Mr. McMinn was granted the voting rights of the Shares upon Mr. Cain's death pursuant to the irrevocable voting proxy described in Item 6.

Neither the Estate nor Mr. McMinn has any plans or proposals with respect to the Shares which relate to or that would result in any of the actions or transactions specified in clauses (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a)-(b) The response of each of Mrs. Cain, Mr. Weaver and Mr. McMinn with respect to rows 7 through 13 of the cover page to this Schedule 13D are incorporated by reference.

(c) During the 60 days preceding the date of this report, neither Mrs. Cain, Mr. Weaver nor Mr. McMinn has effected any transactions involving the Shares.

(d) Mary H. Cain and James D. Weaver, as co-executors of the Estate, share dispositive authority over the Shares. Mr. McMinn has sole voting authority of the Shares pursuant to the irrevocable voting proxy described in Item 6.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Pursuant to an Agreement and Irrevocable Proxy dated as of May 7, 1998, between Gordon A. Cain and William A. McMinn, Mr. Cain granted an irrevocable voting proxy for all the shares of Common Stock beneficially owned by Mr. Cain in the event of Mr. Cain's death. This irrevocable voting proxy will remain in effect until the distribution of such Shares to the heirs or devisees of Mr. Cain.

Item 7. Material to be Filed as Exhibits.

Exhibit I - Joint Filing Agreement.

Exhibit II - Agreement and Irrevocable Proxy granted by Gordon A. Cain to William A. McMinn, dated May 7, 1998.

SIGNATURE

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

Dated: March 13, 2003

ESTATE OF GORDON A. CAIN

By: /S/ MARY H. CAIN

Mary H. Cain
Co-Executor

By: /S/ JAMES D. WEAVER

James D. Weaver
Co-Executor

/S/ MARY H. CAIN

Mary H. Cain

/S/ JAMES D. WEAVER

James D. Weaver

/S/ WILLIAM A. MCMINN

William A. McMinn

Joint Filing Agreement pursuant to Rule 13d-1(k)(1)(iii) under the Securities and Exchange Act of 1934, as amended.

Each of the undersigned hereby agrees to be included in the filing of the Schedule 13D dated March 13, 2003 with respect to the issued and outstanding Common Stock of Lexicon Genetics Incorporated beneficially owned by each of the undersigned, respectively.

Dated: March 13, 2003

ESTATE OF GORDON A. CAIN

By: /S/ MARY H. CAIN

Mary H. Cain
Co-Executor

By: /S/ JAMES D. WEAVER

James D. Weaver
Co-Executor

/S/ MARY H. CAIN

Mary H. Cain

/S/ JAMES D. WEAVER

James D. Weaver

/S/ WILLIAM A. MCMINN

William A. McMinn

Agreement and Irrevocable Proxy by Gordon A. Cain to William A. McMinn dated May 7, 1998.

AGREEMENT AND IRREVOCABLE PROXY

AGREEMENT AND IRREVOCABLE PROXY (this "Agreement") dated as of May 7, 1998, by and between Gordon A. Cain (the "Cain") and William A. McMinn ("McMinn").

WHEREAS, concurrently with the execution and delivery of this Agreement, Lexicon Genetics Incorporated (the "Company") is entering into that certain Series A Preferred Stock Purchase Agreement (the "Purchase Agreement"), pursuant to which the Company will issue and sell up to 4,244,644 shares of its Series A Preferred Stock, par value \$0.01 per share (the "Preferred Stock"), to a group of investors led by the funds managed by Patricof & Company Ventures, Inc. and Apax Partners & Co. Ventures Ltd. (the "Investors"); and

WHEREAS, Cain holds shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"); and

WHEREAS, Cain and the Company's other stockholders are parties to that certain Stockholders Agreement dated September 14, 1995, and will, together with the Investors, be party to that certain Amended and Restated Stockholders Agreement (the "Stockholders Agreement") dated of even date herewith and to that certain Amended and Restated Registration Rights Agreement dated of even date herewith (the "Registration Rights Agreement"); and

WHEREAS, as a condition to their willingness to enter into the Purchase Agreement, the Investors have requested that Cain grant McMinn an irrevocable proxy (the "Proxy") with respect to the shares of Common Stock owned by Cain, on the terms and subject to the conditions hereof.

NOW, THEREFORE, in order to induce the Investors to enter into the Purchase Agreement and in consideration of the representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement (including the benefits that the parties expect to derive from the Purchase Agreement), and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged by the parties, the parties agree as follows:

1. Cain hereby revokes all previous proxies granted with respect to any shares of the Company's Common Stock owned by the Cain.

2. Cain hereby irrevocably makes, constitutes and appoints McMinn, individually, as his true and lawful proxy and attorney-in-fact, with full power of substitution, for, on behalf of, and in the name, place and stead of Cain, to attend any and all meetings of the stockholders of the Company and any adjournments or postponements thereof, to execute any and all written consents of stockholders of the Company, and to vote all shares of Company Common Stock and all shares of any other class of capital stock of the Company presently or at any future time

owned beneficially or of record by Cain, including any and all securities having voting rights issued or issuable in respect thereof, which Cain is entitled to vote (all of the foregoing being collectively referred to as the "Shares"), and to represent and otherwise act as Cain could act, in the same manner and with the same effect as if Cain were personally present, at any annual, special or other meeting of the stockholders of the Company, and at any adjournment or postponement thereof (a "Meeting"), or pursuant to any written consent in lieu of meeting or otherwise; provided, however, that the Proxy hereby granted to McMinn shall be exercisable by McMinn solely in the event of (i) Cain's incapacity (mental, physical or otherwise) to give any such vote or consent, or (ii) Cain's death. McMinn is hereby authorized to vote the Shares in accordance with the terms of this Agreement.

3. Cain hereby covenants and agrees that Cain will not, and will not agree to, directly or indirectly, sell, transfer, assign, pledge, hypothecate, cause to be redeemed or otherwise dispose of any of the Shares, or grant any proxy, power-of-attorney or other authorization or interest in or with respect to any of the Shares, or deposit any of the Shares into a voting trust or enter into a voting agreement (except for the Stockholders Agreement) or arrangement with respect to any of the Shares unless and until Cain shall have taken all actions (including, without limitation, the endorsement of a legend on the certificates evidencing such Shares) reasonably necessary to ensure that such Shares shall at all times be subject to all the restrictions, covenants and limitation imposed by this Agreement.

4. Cain represents and warrants to McMinn that, except as disclosed in Schedule 1 attached hereto:

(a) Cain has full power and authority to enter into this Agreement and to grant the Proxy, and to perform Cain's obligations hereunder;

(b) this Agreement has been duly executed and delivered by and constitutes a valid and binding obligation of Cain;

(c) as of the date hereof, the Shares consist of that number of shares of Company Common Stock owned of record by Cain which is set forth opposite the name of Cain on the signature page hereof;

(d) the Shares are all of the securities of the Company owned of record by Cain on the date hereof;

(e) Cain owns the Shares free and clear of all liens, charges, claims, encumbrances and security interests of any nature whatsoever;

(f) Cain has the present power and right to vote all of the Shares;

(g) except as provided herein, Cain has not (i) granted any proxy, power-of-attorney or other authorization or interest with respect to any of such Shares, (ii) deposited any of the Shares into a voting trust or (iii) entered into any voting agreement or other arrangement with respect to the voting of any of the Shares other than the Stockholders Agreement; and

(h) the execution and delivery of this Agreement by Cain and the consummation by Cain of the transactions contemplated hereby do not require the consent, approval or authorization of, or filing with, any person or public authority.

5. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the provisions thereof relating to conflicts of law.

6. The terms and provisions of this Agreement shall be binding on, inure to the benefit of, and be enforceable by the heirs, personal representatives, successors and permitted assigns of the parties. This Agreement and the rights hereunder may not be assigned or transferred by McMinn, except with the prior written consent of Cain.

7. This Agreement shall terminate on (i) the distribution of such Shares to a donee or purchaser during Cain's lifetime, or (ii) the distribution of such Shares to the heirs or devisees of Cain following Cain's death; provided, however, that this Agreement shall remain in full force and effect with respect to any of the Shares not distributed as described in either of the foregoing subsections.

8. Cain acknowledges that the Investors will enter into the Purchase Agreement in reliance on this Agreement, including the Proxy, and that the Proxy is granted in consideration for the execution and delivery of the Purchase Agreement by the Investors. CAIN AGREES THAT THE PROXY AND ALL OTHER POWER AND AUTHORITY INTENDED TO BE CONFERRED HEREBY IS COUPLED WITH AN INTEREST SUFFICIENT IN LAW TO SUPPORT AN IRREVOCABLE POWER AND, EXCEPT AS PROVIDED IN PARAGRAPH 7 ABOVE, SHALL NOT BE REVOCABLE OR TERMINATED BY ANY ACT OF CAIN, BY LACK OF APPROPRIATE POWER OR AUTHORITY OR BY THE OCCURRENCE OF ANY OTHER EVENT OR EVENTS. ALL POWER AND AUTHORITY HEREBY SHALL NOT BE TERMINATED BY ANY ACT OF CAIN OR BY OPERATION OF LAW, BY LACK OF APPROPRIATE POWER OR AUTHORITY, OR BY THE OCCURRENCE OF ANY OTHER EVENT OR EVENTS AND SHALL BE BINDING UPON ALL BENEFICIARIES, HEIRS AT LAW, LEGATEES, DISTRIBUTEES, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES OF CAIN (AS PROVIDED ABOVE). IF AFTER THE EXECUTION OF THIS AGREEMENT, CAIN SHALL CEASE TO HAVE APPROPRIATE POWER OR AUTHORITY, OR IF ANY OTHER SUCH EVENT OR EVENTS SHALL OCCUR, MCMINN IS NEVERTHELESS AUTHORIZED AND DIRECTED TO VOTE THE SHARES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AS IF SUCH LACK OF APPROPRIATE POWER OR AUTHORITY OR OTHER EVENT OR EVENTS HAD NOT OCCURRED AND REGARDLESS OF NOTICE THEREOF.

9. The parties acknowledge and agree that performance of their respective obligations hereunder will confer a unique benefit on the other and that a failure of performance will result in irreparable harm to the other and will not be compensated by money damages. The parties therefore agree that this Agreement, including the Proxy, shall be specifically enforceable and that specific enforcement and injunctive relief shall be a remedy properly available to each party for any breach of any agreement, covenant or representation of the other party hereunder.

10. Cain will, upon request, execute and deliver any additional documents and take such further actions as may reasonably be deemed by the Investors or McMinn to be necessary or desirable to complete the Proxy granted herein or to carry out the provisions hereof.

11. If any term, provision, covenant or restriction of this Agreement, or the application thereof to any circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement or the application thereof to any other circumstance, shall remain in full force and effect, shall not in any way be affected, impaired or invalidated and shall be enforced to the fullest extent permitted by law.

12. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof.

13. This Agreement may not be changed, amended or modified orally, but only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge may be sought.

14. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph or other subdivision. No provision of this Agreement shall be interpreted or construed against either party solely because that party or its legal representative drafted such provision.

15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, Cain and McMinn have duly executed this Agreement or caused this Agreement to be duly executed as of the date first written above.

Number of Shares:

5,230,000

/s/ GORDON A. CAIN

Gordon A. Cain

/s/ WILLIAM A. MCMINN

William A. McMinn

SCHEDULE 1

Amended and Restated Stockholders Agreement dated May 7, 1998, among the Company's stockholders.