

61-10

9th October

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5/DKH

Encls

my file

Dear Sirs,

Count von Hallwyl, deceased.

Referring to your letter of the 28th ultimo, the documents enclosed in your letter have been carefully considered and we think that the matter can best be dealt with in one or two ways.

In the first case, the Advocate in the letter of 21st September addressed to Mr. Glumann, (which we return herewith) points out that the first Affidavit as to Community of Property is in order, so this Affidavit had better be executed and returned at once.

The second Affidavit, we gather from the same letter, is more or less correct, except for clause 3 and some slight additional alterations.

Now clause 3 of the Affidavit says that the appointment of Glumann is a perfectly valid appointment and that he is still entitled to act as Executor. It would appear, however, that according to Swedish law, Mr. Glumann's powers as testamentary executor have expired by effluxion of time. This being so, there is no difficulty with regard to clause 3, and it could be altered

to read somewhat as follows:-
Credit Lyonnais.

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9th October

W. H. H.

5/DKH

Enclo

Dear Sirs,

Count von Helldorf, deceased.

Referring to your letter of the 28th ultimo, the documents enclosed in your letter have been carefully considered and we think that the matter can best be dealt with in one or two ways. In the first case, the Advocate in the letter of 21st September addressed to Mr. Glimmerman, (which we return herewith) points out that the first Affidavit as to Community of Property is in order, so this Affidavit had better be executed and returned at once.

The second Affidavit, we gather from the same letter, is more or less correct, except for clause 3 and some slight additional alterations.

Now clause 3 of the Affidavit says that the appointment of Glimmerman is a perfectly valid appointment and that he is still entitled to act as Executor. It would appear, however, that according to Swedish law, Mr. Glimmerman's powers as testamentary executor have expired by effluxion of time. This being so, there is no difficulty with regard to clause 3, and it could be altered

to read somewhat as follows:-
Credit Lyonnais.

9th October 1922

"That the appointment contained in paragraph 12 of the said
"Will of Bernhard Glomann as Executor is a perfectly valid
"appointment and that he is the sole Executor of the said
"Will according to Swedish law, but that his powers have
"now expired by effluxion of time according to the law of
"Sweden and he is no longer entitled to act as Executor or
"apply for Probate in England".

If this clause is substituted for our Clause 3, it should
meet the point raised by the Advocate.

The Advocate also refers in the third paragraph of his
letter to two clauses which have been altered in red ink.
As this copy has not been returned to us, we cannot say what the
alterations are.

Would it not therefore be better if Mr. Glomann were to
return the Affidavit to us and we can then have it redrawn on
the lines we have indicated, provided the Advocate is quite
certain that he can now make an Affidavit with the new
substituted clause 3?

With the help of the above Affidavits, we do not think
there would be much difficulty in obtaining a grant of Letters
of Administration with Will annexed to the surviving Widow,
because under Clause 2 of the Will the survivor shall receive
the residue after satisfying the legal portions.

However, it is a little early to discuss this point until

at Lyons.

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As this copy has not been returned to us, we cannot say what the letter to two clauses which have been altered in red ink. The Advocate also refers in the third paragraph of his meet the point raised by the Advocate.

If this clause is substituted for our Clause 3, it should "apply for Probate in England".

"Sweden and he is no longer entitled to act as Executor or "now expired by effluxion of time according to the law of "Will according to Swedish law, but that his powers have "appointment and that he is the sole Executor of the said "Will of Bernhard Glismann as Executor is a perfectly valid "That the appointment contained in paragraph 12 of the said

9th October 1922

we have the Affidavits of Law. As soon as we have these we can lay them together with the Will before the Authorities here and get their definite opinion.

We also return herewith Mr. Gloumann's letter of the 25th September.

pm You will of course bear in mind to send us back the copy Will and translation which was sent you with the Affidavits.

Yours faithfully,

Stephen Samuel Leiman

Credit Lyonnais,
Law Dept.,

9th October 1922

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we have the Affidavits of law. As soon as we have these we
can lay them together with the Will before the Authorities here
and get their definite opinion.

We also return herewith Mr. Gluckman's letter of the

25th September.

You will of course bear in mind to send us back the copy
Will and translation which was sent you with the Affidavits.

Yours faithfully,

Credit Lyonnais,
Law Dept.,