

ADVOKATERNA
V. HÄRADSHÖFDINGEN GUSTAF ABENIUS
JURIS KANDIDATEN TOM FORSSNER
LEDAMÖTER AF SVERIGES ADVOKATSAMFUND

1-4
D. N:R
Telegramadress: SANTLITZ
KONTORSTID: 10-4
RIKSTEL. 22 74 OCH 149 74

STOCKHOLM den 18th October 1922.
Drottninggatan 11

Mr. B. Glaumann,

Stockholm.-

Dear Sir,

Re Count v. Hallwyl, dec:d:

I have now seen through the last letter from the English Solicitors and considered its contents; but I am not able to understand their meaning. They suggest that clause 3. of the affidavit should be altered to say that the powers of the Executor have now expired by effluxion of time according to the law of Sweden. But this is not the case. There is no limit of time for the powers of an Executor. What I have stated in my former letter is that the Executor's function has ceased because of the fact that the property - and amongst this also the consols - has already been divided between the widow and the heirs and that afterwards everyone of them is fully entitled to take care of her part herself.

Now I will suggest that the clause 3. of the affidavit may run thus:

"That the appointment contained in paragraph 12 of the
"said Will of Bernhard Glaumann as Executor is a perfectly
"valid appointment and that he is the Executor of the said
"Will according to Swedish Law; that his powers as such
"Executor are still in full force and effect and that he
"as well as the widow Countess Wilhelmina von Hallwyl her-
"self are entitled to apply for probate of the said Will
"according to Swedish Law."

It seems that the appliance

D. Nr. 1
Telefonnummer: SANKTITZ
KONTORSTAD: 10-4
RIKSTEL 22 14 OCH 14874

ADVOKATERNA
V. HÄRABSHÖFDINGEN GUSTAF ABENIUS
JURIS KANDIDATEN TOM FORSSNER
LEDAMÖTER AF SVERIGES ADVOKATSAMFUND

STOCKHOLM den 18th October 1922
Cronhjelmstr. 11

Mr. J. G. I. K. N. N. N.

Stockholm

Dear Sir,

Re Count v. K. A. I. W. I. G. G. G.

I have now seen through the last letter from the English Solicitors and considered its contents; but I am not able to understand their meaning. They suggest that clause 3. of the will should be altered so as to say that the power of the executor was now granted by effluxion of time according to the law of Sweden. But this is not the case. There is no limit of time for the powers of an executor. What I have stated in my former letter is that the executor's function has ceased because of the fact that the property - and amongst this also the console - has already been divided between the widow and the heirs and that afterwards everyone of them is fully entitled to take care of her part herself.

Now I will suggest that the

clause 3. of the will may be thus:

"That the appointment contained in paragraph 12 of the said will of Bernhard Gissman as executor is a perfectly valid appointment and that he is the executor of the said will according to Swedish law; that his powers as such executor are still in full force and effect and that he, as well as the widow Gissman Wilhelmina von Hallwyl herself, are entitled to apply for probate of the said will according to Swedish law."

It seems that the appliance

Vertical text on the right edge of the page, possibly a stamp or reference number.

- 2 -

for probate in England then can be made jointly by Mr Glaumann and the Countess, Mr Glaumann suggesting that the consols ought to be granted to the Countess as owner to the one half of them as her marriage portion and the other half by reason of the Will and the agreement made between her and the heirs, her daughters, through the "Arvskifte" made on the 9th of June 1921.

Meanwhile I will execute the affidavits, clause 3. excluded, and give them to you as soon as possible together with the copy Will and translation and I beg you to write your English freinds in order to get an explanation of the matter from the sollicitors so that I can see what all this trouble about the Executor's powers means. If necessary I can execute a separate affidavit afterwards dealing with the Executor and his powers.

Yours Truly
Gustaf Abenius
