

A caveat was entered by L. T. Dumoulin, as friend of the deceased, and grand-father of his young children, whose mother, the daughter of Dumoulin, had died before her husband. The caveator resided at Chandernagore, out of the jurisdiction, but he offered to give a bond with British sureties to the Registrar or the Accountant-General. A proposal was also made on his behalf to split the administration, granting to Mr. Ledlie administration of all debts on account of business done by deceased as an attorney, which would have satisfied Ledlie's claim as a creditor. But,

The Court thought that Mr. Ledlie had a prior right by the charter, and was in other respects the fitter person.

*Caveat overruled.*

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IN THE GOODS OF KELLICAN (1786).

*Dickens' Mss. First Term, 1786.*

'Principal creditor' means 'the creditor with the highest security'; and the Court has no discretionary power to refuse the administration to him.

THE deceased being indebted in several large sums of money to both bond and simple contract creditors, a question arose, who was intended by the description in the charter of 'principal creditor of the person dying intestate.' The deceased Kellican, in his life time became indebted to Modun Dutt and Thomas Graham in the sum of Rs. 10,000 on bond, and he also became indebted to Thomas Law to the amount of four lacs of rupees, on account of E. I. Company's securities to that amount, deposited with Kellican as the attorney and agent of Law, and which Kellican had converted to his own use.

Dutt and Graham contested with Law the right to the administration, and the question accordingly arose, whether he was the principal creditor to whom the deceased owed the largest sum of money, or whether he was the principal creditor whose security was of the higher nature.

The Court, although they declared they would have preferred Law if it had been left to their discretion, thought the legal import of the words 'principal creditor' was 'the creditor with the highest security,' and therefore adjudged that the letters of administration did of right belong to Dutt and Graham, the bond creditors of [13] the deceased, in preference to Law, who was only a simple contract creditor, although a creditor to a much larger amount than the bond creditor thus preferred.

*Administration accordingly. (a)*

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IN THE GOODS OF PICKERING (1787).

*Chambers' Notes, June 26th, 1787.*

Under circumstances a 'friend' of the deceased may be preferred to a small creditor, whose debt the petitioner offers to satisfy.

THIS came on upon the petition of Brown and Haig, and the caveat of Lowder.

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[13] (a) See *ante*, p. 6 and *post*, p. 14.