

Binton Executors of the Last will and Testament of Samuel Hardy do of age of Glasgow upon the
 Case & And where upon the same Ebenezer and Eriilla by William Lapeur their attorney Complain
 that Whereas the said William Skirvin in his Life time viz: the second day of September Anno Domini One thousand
 seven hundred and twenty at Somfeth Parish in Somfeth County within the Jurisdiction of this Court
 (the same Skirvin then and there Negotiating and using Commerce) according to the Use and Custom
 of merchants from the time whereof the Memory of Man is not to the contrary in that Part used and
 approved made his Certain Bill of Exchange in writing bearing date the same day and Year and the
 same Bill with his own proper Name and hand then and there subscribed and the same Bill the
 said Skirvin to a certain Thomas Hanna merchant in Glasgow directed and by the same Bill requested
 the same Thomas to pay unto the said Samuel in his Life time the same Samuel then and there Negotiating
 and using Commerce or his Order the sum of ten pounds Sterling and Place the same to the use
 of the said Skirvin and afterwards to wit the fourth day of August Anno Domini One thousand seven hundred
 twenty One at Glasgow viz: at Somfeth Parish in Somfeth County within the Jurisdiction of and
 according to the Use and Custom of merchants from the whole time of in writing in due manner the same Bill was
 protested for want of acceptance thereof of which Ebenezer Ebenezer and Eriilla since said Samuel
 Death, afterwards to wit the fifth day of October Anno Domini One thousand seven hundred and twenty One at Somfeth
 Parish in Somfeth County viz: within the said Jurisdiction to the said Esther gave Notice by Protest whereof
 the said Esther according to the Custom of merchants from the whole time of so as used and approved
 was and became and the said Esther now is in her Legality of Chargeable to pay the said ten pounds Sterling
 in the Bill of Exchange of mentioned to the same Ebenezer and Eriilla according to the form and Effect
 of the Bill of Exchange of. Nevertheless the said Esther the premises of not minding but fraudulently
 Intending the same Ebenezer and Eriilla in this part craftily and Subtly to deceive and defraud the
 said ten pounds in the Bill of Exchange of mentioned or any Part thereof to the said Ebenezer and Eri:
 illa hath not paid at this to pay the same afterwards to wit the tenth day of October Anno Domini
 One thousand seven hundred and twenty One at Somfeth Parish in the County of within the said Juridic:
 tion by the same Ebenezer and Eriilla She hath been required but the same to them lieth to pay
 hath altogether refused and She doth refuse whereupon the same Ebenezer and Eriilla say they
 are the worse and have Damage to the value of twenty three pounds Sterling and there of they bring
 Suite & and the said Ebenezer and Eriilla bring into Court the Letters Testamentary of the said Sam:
 by which &c.

Lapeur & Lapeur

And the said Esther Skirvin Countess as of by Francis Allen her attorney Comes and defends the force
 and Injury when & Crays Leave to Impare here unto until the next Court and she hath it and
 the same day is given to the Essts. also -

At which said next Court to wit the day of August Anno Domini One thousand
 seven hundred and twenty two Come againe Essts and doth by their attorney and the said doth by
 her said attorney Crays further Leave to Impare her unto until the next Court and she hath it and
 the same day is given to the Essts also -

(att)