

Supp for Mr. Crookshank Merchant in the name of  
The Petitioner of the said four Merchant in the name  
of the Brethren of the City of Orkney against and  
Crookshank his son

That there never was any regular or legal  
Charter Party entered into between the said four  
The Petitioner and the said Robt Crookshank upon  
which <sup>any</sup> action could <sup>possibly</sup> follow in any Court, obliging  
or partly to the positive performance of the Voyages proposed  
in the Impres Letters signed between them  
All that was done was the exchanging of these  
Impres Letters founded upon proposing such  
and such Voyages which if accepted of <sup>performed</sup> by the one  
The Part of the Respondent in a Confidential manner  
ought oblige the other <sup>partly</sup> in point of Equity to perform  
his part and even the <sup>other</sup> proposer themselves  
in these Impres bear to be Conditional and  
even optional as to the Performance of them  
especially as it is expressly said in the Petitioner  
Impres that on his return from Liverpool the  
Respondent ought to take in a cargo of <sup>or</sup> <sup>at least</sup> <sup>one</sup> <sup>hundred</sup> <sup>weight</sup> <sup>of</sup> <sup>Wool</sup> <sup>or</sup> <sup>other</sup> <sup>commodities</sup> <sup>of</sup> <sup>the</sup> <sup>West</sup> <sup>Indies</sup>  
which he was to be discharged of <sup>then</sup> <sup>at</sup> <sup>the</sup> <sup>place</sup> <sup>only</sup>  
that means he got no later he was to have a good  
Cargo of <sup>Wool</sup> for the East of England

Thus being the plain state of the case and that  
the Respondent performed the Voyage to Liverpool & back  
and on his return took in a cargo of <sup>Wool</sup> for  
Orkney <sup>where he was to be discharged</sup> where he was to be discharged  
The Voyage was certainly completed on his part  
and in that event there was no positive or implied  
or legal obligation upon him to undertake a second Voyage  
and as little can the Petitioner be supposed to have  
expected a second Cargo of <sup>Wool</sup> for the West unless  
it were upon the expectation of his return with  
Wool which she did not so if the Petitioner is disappointed  
it is certainly her own fault she only must be  
liable to any damages that might ensue

What the Respondent has done in regard to providing  
an adequate or overplus in providing the <sup>Wool</sup> for the  
can be only regarded as done out of good will and  
him and to prevent needless trouble & expense to all  
parties In regard to the <sup>Wool</sup> and <sup>Wool</sup> the Respondent  
be as little compelled to take the <sup>Wool</sup> of the Petitioner's hands  
at full and full a valuation as he can be made liable  
to what damages he may have received thro the Petitioner  
or any other neglect of any time or in any Court  
never put in

Part 2  
Perryman's  
The  
Action of the year

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