

C2/JASI/N5/65

The second answer of John Bill

(Bonham Norton's petition against John Bill, and John Bill's first answer have not been found).

[Endorsed] 19th February, 1624 (P. Matthew).

The second and further answer of John Bill Cittizen and Stacioner
of London to the Bill of Complaynt of Bonham Norton Esquire *Complainant*.

1. The said defendan^t for further satisfaction of this ho^{ble} Court and answer to the said Bill, and to such exceptions as the said *Complainant* hath taken against this defendan^{ts} former answer to the said Bill, Saieth as followeth, And |
2. first touching Three hundred drifatts by the said Bill pretended to bee brought into England duringe the space of ffive yeares in the said Bill mencōned and by the said Bill pretended to bee sould by this defendan^t for Six |
3. shillings apiece, this defendan^t saieth that hee cannot nowe <by his memorye or by the helpe of any Accompts or note remayninge in his handes> declare the certaine number of the said drifatts belonging to the said Copartnershippe betweene the *Complainant* and this defendan^t that were brought in, during the compasse |
4. of the tyme before mencōned, But saieth hee verelie <beleeveth> there were not above Twoe hundred drifatts belonging to the said Copartnershippe brought in, during the compasse or space of the said ffive yeares, and saieth |
5. that above one hundred of the said drifatts were during the said five yeares sent abroad again & disposed for the vse of the Ioynt Stocke then remayning in Copartnershippe in such manner as this defendan^t hath more |
6. *particulerlie* declared in his said former Answer, And many of the rest of the said drifatts were stollen & broken, Soe as no profit was made thereof by this defendan^t neither canne this defendan^t <by his memory or by the helpe of any Accompt ore note remayninge in his handes> declare the |
7. Certaine number of them that were so stollen or broken, And the residue of the said drifatts (not beeing so manie as ffiftie in number as this defendan^t thinketh were sould for fower shillings or ffive shillings a peece |
8. by this defendan^{ts} then wife or by her appoyntmen^t, And as this defendan^t thinketh the money raised by the sale thereof was to be allowed vnto her for her labour & paines in the same sorte as they <were formerly allowed vnto her duringe the ioynte Copartnershippe betweene John Norton Bonham Norton & this defendan^t> and not entered into the booke of Accompts |
9. concerning the said Ioynt Stocke (as this defendan^t thinketh <of which neverthelesse this defendan^t is ready to giue allowance if this Hon<er>able Courte shall thinke fitt and soe order the same> And this defendan^t denyeth that the same or any other money raised

by the sale of the said drifatts was any waies concealed or other wise by him this *defendan^t* converted |

10. to his owne vse, As by the said Bill is vntuelie surmised, And touching the severall Rents of xxxs and Three pounds *per anum* in and by the *said* Bill likewise pretended to have beene received by this *defendan^t* & not accompted |

11. for, but converted to his owne vse during the said Terme of ffive yeares this *defendan^t* saith as in his former answere, that hee hath allready made an Accompt for the same vnto the said *Complainant* in writinge, But as |

12. whether it were in a *particuler* Accompt by it selfe or included or annexed in the generall Accompt concerninge the said ioynt Stocke w^{ch} the said *complainant* hath since enforced this *defendan^t* to buy of him vpon verie hard and |

13. vnconscionable Termes this *defendan^t* remembreth not (it beeing nowe abowt ffive or six yeares since the making of the said Accompt,) Neither hath this *defendan^t* to his remembrance) the said Accompt so made concerning |

14. the said Rents or any copie thereof in his custodie, but thinketh the *plaintiffe* hath the same, whereby the certaynty thereof may better appeare, to w^{ch} this *defendan^t* in this behalfe referreth himselfe, And this *defendan^t* further |

15. saith that hee did not conceale or convert the said Rents or any *part* of them to his owne private vse before the said Accompt thereof made to the said *Complainant* or wthowt giving the *said* *Complainant* any *part* or accompt thereof |

16. As by the said Bill of complaint is likewise pretended, But saith that such *part* of the said Rents as this *defendan^t* had was by & with the *Complainants* consent & allowance, And concerning the overplus of money by the *said* Bill pretended |

17. to bee in the Boxes belonging to the said *Copartnership* weeklie during the said ffive yeares more than was entered in the said Books, this *defendan^t* saith that during the said ffive yeares by the negligence or miscarriage |

18. of the shopkeeper beeing servante as well vnto the *Complainant* as vnto this *defendan^t* there was some weeks an overplus of money in the boxes more then was sett downe in the books, But more often there was more sett downe |

19. in the Books as received weekely then could bee found in the Boxes w^{ch} omissions or misentry on either side came chiefly by the default of one John Hodgetts foreman of the shoppe beeing a man specially |

20. trusted or ymployed by the *Complainant*, And this *defendant* did somuch dislike of the said Hodgetts ill dealinge therein, that for the same & other misdemeanors hee this *defendan^t* displaced the said Hodgetts, And yett the said *plaintiffe* hath |

21. since (as this *defendan^t* is informed) verie much ymployed the said Hodgetts, And this *defendan^t* saeth that it beeing nowe abowt six yeares since the said *Copartnership* ended & since a generall Accompt concerning the same made |

22. by this *defendan^t* vnto the said *Complainant* in such manner as is mencōned in his said former answere hee this *defendan^t* is not nowe able *particulerlie* to declare what overplus of money was in the said boxes more then was entered in |

23. the Books any weeke during the said terme of ffive yeares, But for more certainty thereof referreth himselfe to the said Accompts and thinketh that during the said whole ffive yeares *copartnership*, such overplus of money |

24. in the said boxes did not countervail somuch as was wanting in the said boxes other weeks of that w^{ch} was entered in the said Books as received, Neither did this *defendant*^t for his owne *part* during the said terme of ffive |
25. yeares copartnershippe wth the *Complainant* convert to his this *defendant*^t owne vse any such overplus of money or conceale the same or any other such money or *profitt* belonging to the said Ioynt Stocke or deale vnfaithfully wth the |
26. *Complainat* as by the said bill of *Complaint* is vntrueile *pretended* <and this *defendant*^t cannot by any note *Accompte* or writinge remayninge with him or any other to his knowledge make a more *perfect* *Accompte* of the said Rent and money remayninge in the boxes>, But contrarily did from tyme to tyme during the *said* Copartnership take great care & paines to incese & advaunce the ioynt Stocke & common *profitt* of them both togeather |
27. Insomuch as this *defendant*^t verelie thinketh and hopeth to *prove* that the said *Complainant* one way or other had & received above ffower thowsand poundes *profitt* by the said trade or Copartnership duringe the said terme of ffive yeares |
28. And touching the value of the Stocke in Copartnershippe att the tyme of the death of John Norton mencōned in the said Bill this *defendant*^t likewise referreth himselfe to the *Accompts* thereof since past or made & saith that hee |
29. cannot nowe <by his memory or otherwise> without sight of these *Accompts* declare what the certaine value of the said Ioynt Stocke then was (it beeing nowe about xii yeares since the *said* John Norton dyed, Neither can this *defendant*^t declare in *particuler* |
30. howe the said ioynt Stocke was ymployed betweene the death of the said John Norton & the ffowerteenth of March 1618 Nor howe much in *particuler* was gayned or gotten thereby or howe much of the gaines in *particuler* |
31. was payde to the *Complainant* & to others to his vse yt beeing nowe likewise about sixe yeares since copartnership betweene him & the *Complainant* ended, And this *defendant*^t having so long since given an *accompt* vnto the *plaintiffe* concerning |
32. the premisses w^{ch} *Accompt* this *defendant*^t saith that the same was iust & true wherevnto this *defendant*^t for more certayntye thereof referreth himselfe, And touching the debts in & by the said Bill supposed to be made |
33. & trusted owt by this *defendant*^t wthout the <*plaintiffes*> privity or consent <of>, This *defendant*^t confesseth that hee this *defendant*^t himselfe did make or trust owt some of the said debts, the *particulers* whereof this *defendant*^t is not able <by his memory or by the helpe of any note or writinge> to expresse, but |
34. saith that all such of the said debts as himselfe made or trusted owt did not amount to somuch as the *somme* of ffower hundred poundes in the whole, But the rest of the said debts were made & trusted owt by such |
35. as attended in the said shoppes as servants to the said Copartners.

Tho: Malet

?Henlie Hill xx^o

[FINIS]

