

Agreement
Dated this 3rd day of June
1857

Bailey
to
Hyde

The Elder Tree Elder looks
Lower Brook Idlington

for Monday June 8th

Memorandum of an Agreement made and entered into this

Third day of *June* one thousand eight hundred
and *fifty seven* between *John Bailey Beer Retailer*
of the *Elder Tree Elder Walk Lower Moor Stirling*
in the County of *Middlesex* of the one part, and *John Hyde*
of *15 Coleman St. Bunhill Row in the Parish of St.*
Lukes Gentlemen in the County of *Middlesex* of the other part,

J. B.
J. H.
Witnesseth the said *John Bailey* doth hereby agree to Let the
Premises situated as above, and to sell the Goodwill, Interest, and Fixtures, Fittings, Furniture, Utensils,
&c., as per Inventory, at and for the sum of *Fifty five* Pounds, lawful money of the
realm, to be paid for as follows:—the sum of *two* Pounds, lawful money, as a
Deposit and in part payment, to be paid at the time of signing this Agreement, and the remainder money
on or before the *Eighth* day of *June* inst ensuing, thereby
completing the amount of the purchase money, and together with the amount of saleable stock at fair gauge
or valuation, at which time peaceable possession of the said Premises, with all the effects, as per Inventory,
shall be given up to the said *John Hyde* and all Rent, Rates,
Taxes, Gas, or other charges whatsoever due and owing by the said *John Bailey*
for and in respect of the said Premises, including all
damaged external windows, shall be paid or allowed for up to the day of taking possession, from which
time the said *John Hyde*
is to commence and become liable for the same, and the said *John Bailey*

hereby further agrees that he will not set up, exercise, or be in
any way concerned in setting up, exercising, or following the calling of a *Beer Retailer*
within *half a* mile of the Premises aforesaid, during the
occupancy of them by the said *John Hyde* and the said
John Hyde hereby agrees to take the said Premises, and to
purchase all the effects hereinbefore mentioned, for the consideration and in manner and upon the terms
and conditions which the said *John Bailey* has herebefore agreed
to let and sell the same. And provided that either of the parties herebefore named shall make default, or
fail to keep, fulfil, and observe the terms and conditions hereby mutually agreed to be kept, fulfilled, and
observed by them respectively, it is hereby further mutually agreed between them, that whichever of them so
faileth, shall forfeit and pay to the other of them the sum of *twenty* Pounds, of lawful money of
this realm, in addition to the Deposit above-named, which shall be forfeited, and to be recovered as fixed
and liquidated damages, in either of Her Majesty's Courts of Law or Equity. In witness whereof,
the said parties have hereunto set their hands the day and year first above written.

John Bailey

John Hyde

Witness, *Am. M. M.*