

A CONTRACT between the Carrolls, Mary Ann Spragg (Marie, aged 11)
and the Bailey Circus (no relation to the Barnum & Baileys)

This Agreement made this Seventh Day of November, One Thousand Eight Hundred and Fifty Five, between George F. Bailey & Company, by George F. Bailey, of the Town of North Salem, County of Westchester and State of New York of the first part, and William B. Carroll and Madam Mary A. Carroll for herself and her Daughter "Marie" of the City, County and State of New York, of the second part.
Witnesseth:

That the said party of the first part has this day engaged and hired the said parties of the second part as Equestrian performers to travel through the United States and otherwheres with the Equestrian or Circus Company of said party of the first part, for and during the traveling season of the coming year of 1856 and agree to pay for such services of the said parties of the second part, the sum of One hundred and forty Dollars per week at the end of each and every week during the continuance of said Engagement, which is to commence on or about the Tenth Day of April next at Hillsboro in the State of Ohio. The said party of the first part also agrees to pay the expenses of Madam Carroll and (family) three children and all necessary and usual baggage and equipments from the City of New York to meet said Equestrian Company at Hillsboro aforesaid, and also to furnish parties of the second part with a span of good horses for their sole and separate use to carry and convey them from place to place during the whole of said season while travelling with said Equestrian or Circus Company, also during the whole of said Term or Season to furnish to and for said parties of the second part and their family, good and sufficient food, lodging and maintenance and also for their horses furnished or to be furnished by and for them and for Madam M.A. Carroll's leopard, "Amenia". Said party of the first part also agrees to allow the said parties of the second part to furnish a groom to take the charge and care of said horses of parties of the second part to be furnished by them under and in pursuance of this agreement, and to allow and pay to such groom the sum of Eighteen Dollars per month and also the continuance of said season or engagement without cost or charge to said parties of the second part; said party of the first part further also agrees that Madam Carroll shall not be required to perform in more than two performances in any one day, nor more than twice in any such performance; and that the said salary of One hundred and forty Dollars per week is to be divided and paid to said parties of the second part as follows: To William B. Carroll Sixty dollars per week, to Madam M.A. Carroll Twenty Dollars per week for herself, Fifty Dollars per week for the services of her daughter Marie, and Ten Dollars per week for the use and services of her leopard "Amenia", and that the amount of said last mentioned sums, so to be paid to Madam M.A. Carroll, to wit: the sum of Eighty Dollars per week is to be paid to her only for her sole and separate use and benefit and upon her separate receipt and not otherwise.

And the said parties of the second part also agree with said party of the first part that in consideration of the aforesaid covenants and agreements on the part of the said party of the first part to be done, kept and performed they have, and hereby do let and hire themselves to said party of the first part as Equestrian performers, to travel with said party of the first part in their Equestrian or Circus Company during the whole of said coming season unless rendered unable to do so by sickness or other good and sufficient cause, and will during all that time faithfully do and perform all the usual and necessary services required or to be required of them under and in pursuance of this agreement at all times and places when requested; And that they will furnish Four Red Horses for their own use and to be only used by them in the ring during performances, unless with the consent of the parties of the second part and the equipments usually supplied by performers, and also the leopard "Amenia" with cage and two horses to draw the same said leopard only to be used in the general and usual performances of the Equestrian or Circus Company of said party of the first part, unless with the consent of Madam M.A. Carroll and upon such terms as shall be mutually agreed upon by and between her and said party of the first part. And it is further mutually agreed by and between the parties hereto that Madam Carroll shall not be required to ride at night except in the entries of the night, unless with her full and free consent first had and obtained. That William B. Carroll shall furnish his own carriage and other suitable vehicle to travel in during said engagement, all necessary repairs thereto to be made and furnished by and at the cost and charge of said party of the first part while travelling with said company. And that in case said William B. Carroll shall break and furnish a horse to be used in the performances of said company as a trick horse and for the services of which no charge shall be by him made; that then the said party of the first part shall furnish (one horse to assist in drawing the leopard and cage in the place and stead of one of the two agreed as aforesaid to be furnished by said parties of the second part for that purpose) and provide keeping for said trick horse. And it is further understood and agreed that said party of the first part shall be at the expense of wintering the leopard "Amenia" from the time of the breaking up of the last season until the next shall commence, for and in consideration of said Wm. B. Carroll's services in breaking horses for said Company this present winter. (In case either of the parties of the second part or their daughter Marie or either of them shall be unable to perform as aforesaid by reason of sickness, injuries or other good and sufficient cause, that then the salary of such person or persons so sick or otherwise unable to perform as aforesaid, as above severally specified and set forth shall continue and be paid by said party of the first part for the space of one week after such inability shall arise and shall thereafter cease until such person or persons shall again be able to perform again as aforesaid).

In Witness whereof we have hereunto interchangeably set our hands and seals the day and year first above written

Signed, Sealed and delivered
in the presence of

J. Holmes Barlow

Mrs. M.A. Carroll

Thos. J. Kip

W.B. Carroll

Geo. F. Bailey & Co.