

BILBO BAGGINS'S CONTRACT

Original text in the book as written in a note left on his mantelpiece:

From the desk of Bilbo Baggins

Bag End

The Hill at Hobbiton

The Shire

Thorin and Company to Burglar Bilbo greeting! For your hospitality our sincerest thanks, and for your offer of professional assistance our grateful acceptance. Terms: cash on delivery, up to and not exceeding one fourteenth of total profits (if any); all traveling expenses guaranteed in any event; funeral expenses to be defrayed by us or our representatives, if occasion arises and the matter is not otherwise arranged for.

Thinking it unnecessary to disturb your esteemed repose, we have proceeded in advance to make requisite preparations, and shall await your respected person at the Green Dragon Inn, Bywater, at 11 a.m. sharp. Trusting that you will be punctual,

We have the honour to remain

Yours deeply

Thorin & Co.

(Source: Tolkien, J.R.R., *The Hobbit*, Boston: Houghton Mifflin, 2007.)

The new and much expanded text in *The Hobbit* film (available in two editions, one by Weta and one by The Noble Collection):

Note: the size differential in the actual document between the large and fine print is such that most of the fine print found in between the paragraphs fits within one line of the large print. The font used here is a very rough approximation of the elegant calligraphy used in the actual document. It should also be noted that some paragraphs are repeated verbatim at different points in the document. Large Xs and --- represent the stitching used to affix the various sheets together that form the document.

On the outside of the document is written:

DEED of CONTRACT

On the inside we find the full text of the Contract:

CONDITIONS of ENGAGEMENT

In role as Burglar for Thorin and Company, or in any other role they see fit, at their sole discretion from time to time.

AGREED hereto, freely and under neither duress nor force nor coercion nor extortion nor threat to life and or limb, and superceding any prior contract, agreement or undertaking, survivable clauses notwithstanding, signed and witnessed below, as set forth hereunder: ∴ And as appended to from time to time, at the sole discretion of the Director, with all new material being read as if originally included herein.

I, the undersigned, [referred to hereinafter as **Burglar**] agree to travel to the Lonely Mountain, path to be determined by **Thorin Oakenshield**, who has a right to alter the course of the journey at his so choosing, without prior notification and/or liability for accident or injury incurred.

∴ Burglar agrees that any and all information given by the

∴ All Conditions imposed herein are deemed to survive loss or destruction of this document, whether by...

Company remain Strictly Confidential

The aforementioned journey and subsequent extraction from the Lonely Mountain of any and all goods, valuables, and chattels [which activities are described collectively herein as the **Adventure**] shall proceed in a timely manner and with all due care and consideration as seen fit by said **Thorin Oakenshield** and companions, numbering thirteen, more or less, to wit, the **Company**.

∴ No recompense for loss of income due to any extended absence applies. Burglar is 'at the Service' of Thorin and Company until released therefrom.

...accidental or wilful mishap, and any reconstruction, re-wording, updating or improvements or additions made...

Burglar holds harmless and without blame in perpetuity the **Company** and its successors for any notoriety, incarceration, or proceedings brought against, in regard to or as a result of the **Adventure** or any activities related thereto.

Also includes slander, libel, loss of face or of social standing in country of Burglar's origin.

∴ Remedies shall similarly not be sought for any unlooked-for misfortune befalling Burglar's home during his absence.

Cash on delivery, up to and not exceeding one-fourteenth of the total profit [if any] ∴ Not including any of the gross paid to other parties in lieu of royalties or help and provisions given or loaned.

— See also attached clause regarding early termination —

...shall include a condition similar to the condition, notwithstanding any repetition, redundancy, over-statement or implication hereby

The following paragraph is written vertically in the left margin of the preceding four paragraphs:

‡ Any and all damages brought against the Company, whether during the course of the Adventure or subsequent to it, shall be borne by the Company and the Burglar on a pro-rata basis, but the reverse situation does not apply.

The following paragraph is written vertically in the left margin of the following three paragraphs:

Furthermore, the Company shall retain any and all Recovered Goods until such a time as a full and final reckoning can be made, from which the Total Profits can then be established. Then, and only then, will the Burglar's fourteenth share be calculated and decided.

All travelling expenses guaranteed in any event.

———— But refer to attached and appended conditions, clauses and riders regarding any return journey ————

Travelling expenses' shall be understood to mean basic fare as seen fit by the Company. 'Luxury' catering or accommodation over and above this standard shall be enjoyed only at Burglar's...

Funeral expenses to be defrayed by us or our representatives

if occasion arises, and the matter is not otherwise arranged for.

...considerable [but justifiable] expense —

Basic funeral to 'commoner' or peasant standard is allowed for only. Lavish ceremonies and jewelled or gilded coffins not provided. Plain pine box is the normal standard.

The following paragraph is written vertically in the right margin of the preceding paragraph:

Transport of any remains, in whole or in part, back to the country of Burglar's origin is not included.

Burglar shall devise means and methods to circumvent any difficulties arising from any illegal or illicit occupation or guardianship of Company's rightful home and property. Successful disposal of any such guardian, creature or squatter in said home shall not necessarily earn any additional monetary or fiscal reward, but will definitely guarantee Burglar (if he survives) and Burglar's family the undying gratitude and promise of service in perpetuity and forever of the

Company and its successors. ‡ A plaque shall be erected and dedicated in Burglar's house if he meets an untimely end in attempting this feat. ‡ Material, size and location of such a plaque is to be decided at Director's sole whim and desire.

———— ‡ Present Company is not obliged to assist Burglar in this so-called 'pest control' phase of the Adventure. ‡————

The following paragraph is written vertically in the left margin of the following three paragraphs:

Burglar acknowledges and agrees that each item of the Company's valuables, goods, money or merchandise which he Recovers from the Lonely Mountain [the 'Recovered Goods'] during the term of his engagement with the Company, shall Remain the Property of the Company at all times, and in all respects, without limitation.

Eviction or elimination of any undesirable guardian of Company's property, goods or premises or holdings shall take priority over the recovery of said property, goods, premises or holdings, should such a guardian be encountered.

Elimination shall take priority over eviction in any and all cases. ‡ Unequal relative stature of Burglar and any discovered hostile guardian, occupier or squatter shall not constitute or be considered as grounds for refusal nor excuse against undertaking the forceful removal of said undesirable guest

Burglar hereby accepts, warrants, and undertakes responsibility for his own shoes [if worn by same], clothing and personal effects for the duration of the Adventure.

‡ Any items [borrowed or not] by Burglar during the Adventure shall be returned upon journey's completion in condition or conditions similar to that those when borrowed, or appropriate recompense made to the Company or its successors.

Meals provided [or not] at the sole discretion of the **Director**, with due regard for availability, season, or any special dietary requirements not disclosed at the outset.

'Meals' here shall mean and shall be restricted to breakfast, luncheon, and evening dinner. So-called second breakfast, morning or afternoon tea, or late supper are not included.

∴ Company is prepared to sample Burglar's wines, ales, beers and meads; in short, any beverages of a non-perishable nature, and if found acceptable, to transport same beverages at Company's own expense.

The following paragraph is written vertically in the right margin of the preceding paragraph:

*And for Company's
own consumption*

In such opportune circumstances, Burglar is naturally entitled to partake of what has essentially become common fare — up to one fourteenth part thereof, or or less, but not more.

X X

The Principles agreeing to this contract, namely the **Company**, [as represented by **Thorin Oakenshield**] and the **Burglar**, and known collectively henceforth as the **Parties**, shall signify their agreement to all clauses contained herein [the **Conditions of Engagement**] by signing or making their marks in the spaces provided for so doing, and affixing seals if applicable. **The Witnesses** to this Contract, being those others whose signatures, marks or seals are affixed hereto, affirm, state and declare their understanding and endorsed agreement to all that is contained herein.

∴ Conditions subsequently appended or added to this Contract are automatically assumed to be agreed upon, as if they were present, read and understood at the signing and witnessing hereof.

Confidentiality is of utmost importance and must be strictly maintained at all times. During the course of his employment with the **Company**, **Burglar** will hear, see, learn, apprehend, comprehend, and in short, gain knowledge of particular facts, ideas, plans, strategies, theories, geography, cartography, iconography, means, tactics and/or policies, whether actual, tangible, conceptual, historical or fanciful. **Burglar** undertakes and agrees to maintain this knowledge in utmost secrecy and confidentiality and to neither divulge nor make known said knowledge by any means, including but not limited to speech, writing demonstration, re-enactment, mime, or storage and retrieval within means or apparatus currently known or unknown, or as yet unthought of.

———— Company may modify or change this agreement from time to time at its sole discretion, with or without notice to Burglar ————

The following paragraph is written vertically in the left margin of the preceding two paragraphs:

The Witnesses shall be nominated, chosen, and selected by the Director of the Company, currently Thorin Oakenshield, and no correspondence on the matter will be entered into.

The following paragraph is written vertically in the right margin of the following paragraph:

Burglar may not modify or change the Agreement except by a writing signed by both Parties.

Early termination of this Contract shall attract an early termination fee to be determined by **Thorin and Company** at their sole and absolute discretion. All clauses contained herein shall survive such termination and remain enforceable in all countries whether existent now or in the future, throughout the known world.

∴ Each of the Parties severally represents, warrants and covenants that the party possesses the ability and right to enter into this agreement and fulfill the obligations set forth herein, and has not made any commitment with respect to the matters here discussed, that are in conflict with this Agreement.

Disputes arising between the Contract Parties shall be heard and judged by an Arbitrator of the **Company's** choosing, and all pleas shall be pleaded, shrewed, defended, answered, debated and judged in the **Dwarvish Tongue**.

∴ This Agreement does not obligate the Company to seek out or retain the services of the Burglar. The Company makes no promises or representations whatsoever as to the amount of business the Burglar can expect at any time in the future under this Agreement.

In the event of a dispute arising in relation to the terms of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable fees and costs resulting therefrom.

∴ Let the present instrument be cancelled if the said Burglar refrains from asking or exacting payments of the aforesaid amounts of money or goods for the space of one year after the time limit has elapsed for asking or obtaining the payment.

Remedies shall not be sought for any unlooked for misfortune befalling Burglar's home during his absence

Written vertically here:
Modified conditions are fully enforceable and carry no less weight than any unmodified conditions contained herein

If any provision of this Contract is held unenforceable, then such provision shall be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

∴ If two or more provisions of this Contract conflict, Company shall decide which shall take precedence. ∴ Burglar agrees to execute all papers and to perform such other proper acts as Company may deem necessary to secure for Company or its designee the rights herein assigned.

The failure by one party to require performance of any provision herein shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

∴ The compensation received by Burglar from the Company in connection with tasks performed pursuant to this Agreement will be the Burglar's sole claim and interest regarding the Adventure and services performed hereunto and Burglar will not be entitled to any royalty or other compensation, for any reason.

Wherefore, each of the parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the breach, without regard to the date of the breach is discovered. Any action not brought within that one [1] year time period shall be barred, without regard to any other limitations period set forth herein.

∴ Breaches of any provision or provisions of this Contract by either party shall be heard, pleaded, debated, defended, answered and judged in a country of the Company's choosing and at a time and date of the Company's choosing. Burglar's failure to appear constitutes acquiescence

All conditions imposed herein are deemed to survive loss or destruction of this document, whether by accidental or wilful mishap, fair means or foul, and any reconstruction, re-wording, updating or improvements or additions made shall include a condition similar to this condition, notwithstanding any repetition, redundancy, overstatement or implication hereby recognised or disclosed.

with Company's ruling on the matter.

The following paragraph is written vertically in the left margin of the preceding six paragraphs:

∴ This agreement constitutes the entire agreement between the parties, and replaces and supercedes all prior understandings and agreements, whether written or oral, with respect to the subject matter described herein.

X X

Any and all damages brought against the Company by third parties, whether during the course of the Adventure or subsequent to it, shall be borne by the Company and the Burglar on a pro-rata basis but the reverse situation does not apply.

∴ Burglar indemnifies and holds harmless the Company and its successors on all matters relating to charges brought against it... ..in relation to this or any other Adventure

No recompense for 'loss of income' due to an extended absence shall apply. Burglar is deemed to be 'at the service' of Thorin and Company until released

therefrom. ∴ Adventure undertaken at Burglar's financial as well as personal risk. ∴ It is assumed that Burglar will already possess and carry upon his person at all times an assortment of skeleton keys, wedges, pry-bars, masks, disguises, and other 'Tools of the Trade'; and obtain same or remedy any deficiency by burglarious means and endeavors.

Specialist equipment required in the execution of duties in his professional role as Burglar shall be purchased, procured, purloined or obtained by Burglar, by whatsoever method Burglar sees fit.

Company may provide, for hire, equipment at its disposal. Rates to be negotiated at the time of hire. ————— ∴ Lanterns, lamps, torches and any other equipment considered a fire risk shall be lit and operated by the fire Safety Officer nominated by the Company.

Weaponry not provided. Although the Adventure is, by its nature, a stealthy undertaking, combat or self-defense is not unforeseeable, and indeed may become necessary, well-advised, important, imperative or inescapable. Accordingly, Burglar should arm himself as best befits his stature, ability, ferocity, bravery, timidity, conviction and determination.

∴ Company may provide swords, axes and the like, for hire at rates to be determined at its sole discretion, and subject to charge without prior notification.

∴ Personal armour, mail, shields, vambraces, helmets and the like are similarly the Burglar's own responsibility and shall be furnished by said Burglar.

Return Journey is deemed outside the Terms of Reference encompassed herein, and accordingly Burglar shall return to his place of residence by his own means, guidance, expertise and expense, but with such directions, advice and goodwill as can be offered by the Company.

∴ All provisions, expenses and necessities for any return journey shall be sourced, found and paid for by the Burglar. Provision of transport for Burglar and/or portage of Burglar's goods to be negotiated separately, and are in no way included or implied hereon.

The following paragraph is written vertically in the left margin of this and the preceding four paragraphs:

∴ Pipeweed and other such luxury items shall be provided by Burglar; indeed, and not only for himself, but for the other Members of the Company if such can be obtained along the way by means pertinent to his profession.

The following paragraph is written vertically in the right margin of this and the following paragraph:

Portage rates for excess baggage on main trip or any baggage on return trip, calculated by linear dimensions or by weight, whichever is the more expensive.

Transport provided in the form of of one [1] pony, to be returned in good condition at the conclusion of the Adventure [or monies paid in lieu thereof].

∴ Portage provided for one large and two medium-sized bags. Additional baggage incurs portage fees at current rates.

Adventure undertaken entirely at **Burglar's** own risk. Present Company shall not be liable for injuries inflicted by or sustained as a consequence thereof; including, but not limited to, lacerations, evisceration, incineration.

SIGNED: *Thorin son of Thrain*

WITNESSED: *Balin son of Fundin*

BURGLAR: *Bilbo Baggins*

In addition to the above main body of text there are affixed on the sides the following two addenda to the Contract:

The first set of eleven paragraphs is affixed by strong threads to the right margin, opposite the paragraphs in the main body of the Contract that begin: "**Disputes...**, **In the event...**, **If any provision...**, **And wherefore each...**"

Each of the Parties severally represents, warrants, and covenants that the Party possesses the Ability and right to enter into this Agreement and fulfil the obligations set forth herein, and has not made any commitment with respect to the matters here discussed, that are in conflict with this Agreement. In the event of a dispute arising in relation to the terms of this agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable fees and costs resulting therefrom.

∴ Adventure undertaken at Burglar's financial as well as personal risk. Company remains blameless in all respects for any outcome.

This Agreement does not obligate the Company to seek out or retain the services of the **Burglar** for future undertakings. The **Company** makes no promises nor representations whatsoever as to the amount of business the **Burglar** can expect at any time in the future under this

Agreement. ∴ Each of the Parties to this Contract severally shall take all steps, execute all documents, and do everything required by the other Party to give effect to any of the transactions contemplated by this Contract.

Burglar acknowledges that monetary damages alone will be adequate compensation for a breach of this contract by the Company.

The following paragraph is written vertically in the right margin of this and the succeeding two paragraphs:

∴ Adventure undertaken entirely at Burglar's own risk. Present Company shall not be liable for injuries inflicted by or sustained as a consequence thereof, including, but not limited to lacerations, evisceration, incineration.

Burglar waives any and all rights to recover any consequential, incidental and/or punitive damages. **Remedies shall not be sought** nor given nor paid

for any unlooked-for misfortune befalling Burglar's dwelling during his absence. ∴ Damages shall similarly not be sought as compensation for temporary or permanent disability suffered as a consequence of the Adventure.

If any part of this Contract is found to be invalid, the remainder of the Contract will continue in full force and effect as if the defective and invalid provision or clause or condition had been deleted, provided that the Parties to this Contract are entitled to negotiate a valid and enforceable provision in replacement of the invalid provision.

The following five paragraphs are included in a parallel column next to the preceding five paragraphs and underneath the first (or sixth paragraph):

Burglar is in all respects an independent

contractor and not an employee, partner, or joint venturer or subsidiary of the Company and is not entitled to pledge the credit of the Company. The Burglar agrees that at no stage during or subsequent to the Termination of the Agreement will the Burglar claim that he is or was an employee of the Company.

The Company may terminate this Contract for any reason or for no reason by giving one [1] day's notice to the Burglar. Such termination will take effect upon the expiry of the notice period. The Company reserves the right to summarily terminate this Contract immediately upon notice or without notice at any time for any serious breach of the Provisions contained herein by the Burglar.

Burglar may not modify or change this Contract in any way except by a writing signed and agreed by both Parties hereto.

The compensation received by the Burglar from the Company in connection with tasks performed pursuant to this Agreement will be the Burglar's sole claim and interest regarding the Adventure and services performed hereunder, and Burglar will not be entitled to any royalty or other compensation, for any reason.

The following paragraph is written vertically in the right margin of the above affixed four paragraphs:

This agreement constitutes the entire agreement between the Parties, and replaces and supersedes all prior understandings and agreements whether written or oral, with respect to the subject matter described and set forth herein.

Except as is set forth in the Key Provisions, Burglar will not cause, authorise, license, permit or allow any distribution of the Recovered Goods of any kind whatsoever without the Company's written permission, which may be granted [or not] at the Company's sole discretion.

The second set of five paragraphs is affixed by strong threads to the left margin, opposite the paragraphs in the main body of the Contract that begin: *"Any and all damages.... No recompense..., Specialist equipment..."*

Wherefore and for which the Company promises the whole amount, to give and to pay to Burglar or to Burglar's accredited messenger one fourteenth of total profits, if in gold then good and of correct weight, and if other than gold, then of good quantity and of correct and proper measure, within one year of the completion of the Adventure:

IF, however, Company does not make good on payment herein set forth, Company becomes liable for the whole amount; to give to Burglar, making the stipulation, the penalty of the double of the said amount, the aforesaid Conditions remaining as settled. Furthermore, Company pledges to Burglar as security for the aforesaid promises all its goods existing and future.

The above is binding with the exception and special reservation that if the amount of goods, property, and merchandise paid thereby is transported by a third party [or indeed by parties of any other denomination or enumeration], whose safety cannot be guaranteed in any case, and furthermore, the said goods, property, and merchandise fail to arrive at the destination nominated by the Burglar, then and in such a case the present instrument is cancelled, void, and of no value.

Let the present instrument also be cancelled if the said Burglar refrains from asking or exacting payments of the aforesaid amounts of money, goods, property or merchandise for the space of one year after the time or the time limit has elapsed for asking, exacting or obtaining said payment.

Without limiting the aforesaid, Burglar expressly and forever waives any and all claims that the Burglar may now or hereafter have in respect and in any jurisdiction to the so-called 'Moral Rights' with respect to the Recovered Goods. Burglar understands that he embarks upon the Adventure at his own financial as well as personal risk.