

# MASKELYNE & COOKE PROVINCIAL COMPANY AND ENTERTAINMENT BUREAU: 1899 PARTNERSHIP AGREEMENT

Summary by Anne Goulden

Date of agreement: 7 July 1899.

Parties:

- J N and Nevil Maskelyne (the Maskelynes)
- David Devant of 2 Belsize Road, South Hampstead.

**Clause 1.** The purpose of the partnership is to carry on two businesses:

- David Devant's business of provincial entertainments, to be known as Maskelyne & Cooke's Provincial Company. It will operate not less than ten miles out of London.
- A business for the supply of entertainments and entertainment artistes. This will be known as Maskelyne & Cooke's Entertainment Bureau.

**Clause 2.** The parties are to pay £400 cash (the Maskelynes £200, Devant £200) into a joint bank account. "Any further money hereafter required for the purposes of the partnership business to be provided in the like proportions."

**Clause 3.** The partnership can be dissolved at six months' notice.

**Clause 4.** Devant contributes the following assets:

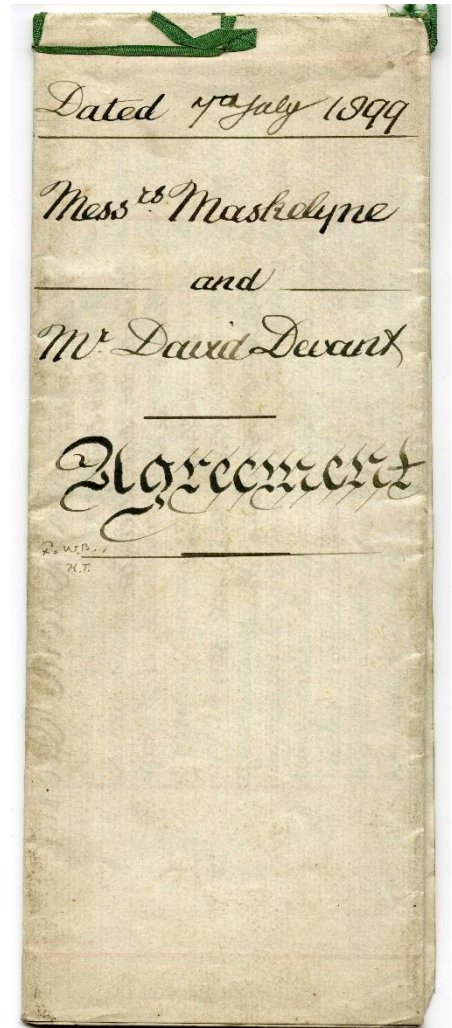
- "three complete outfits for animated photo entertainments, fit up, illusions, etc as per inventory", and
- "established connections with clients who hire entertainments".

**Clause 5.** "The Maskelynes are to place at the service of the business such of their illusions, sketches and apparatus as they shall from time to time at their absolute discretion think fit."

**Clauses 5 & 7.** All parties will:

- do their best "to advance the interests of the joint business" [clause 5], and
- make available at cost price any animated photograph machines on which they hold patents [clause 7].

**Clause 6.** Devant is to be the Managing Partner of the business. In advertisements, etc it must be made clear that he is **not** the managing partner of the Egyptian Hall entertainments.



**Clause 8.** Profit shares are:

- Devant 50%
- The Maskelynes 50%

**Clause 11.** Any partner travelling with the touring company is entitled to:

- "an allowance of 15s per day for hotel expenses",
- reasonable travelling expenses, including travel to and from London at the beginning and end of the tour,
- a stipend of £15 per week.

**Clause 14.** Cheques are to be signed by at least two partners:

- David Devant, and
- one of the Maskelynes.

**Clause 16.** The "present arrangement for David Devant's services at the Egyptian Hall" is not to be affected. However he will not receive his "salary at the Hall" (currently £15 per week) when he is travelling with the touring company.

**Clause 17.** The partnership must not "interfere with the reputation or business of the Egyptian Hall".

The partners' signatures are witnessed by:

- H Chapman, 7 Serjeant's Inn, Fleet St, EC; clerk to Mr Seal, solicitor.  
[Mr Seal was Devant's lawyer. This information can be found in Devant's autobiography, *My Magic Life* (Hutchinson, 1931) page 91.]
- George Facer, 61 Golborne Road, North Kensington, W; clerk to Mr David Devant.  
[*My Magic Life* says that George Facer was Devant's private secretary "for many years" (page 86) and was secretary of the provincial company and entertainment bureau (page 79).]

