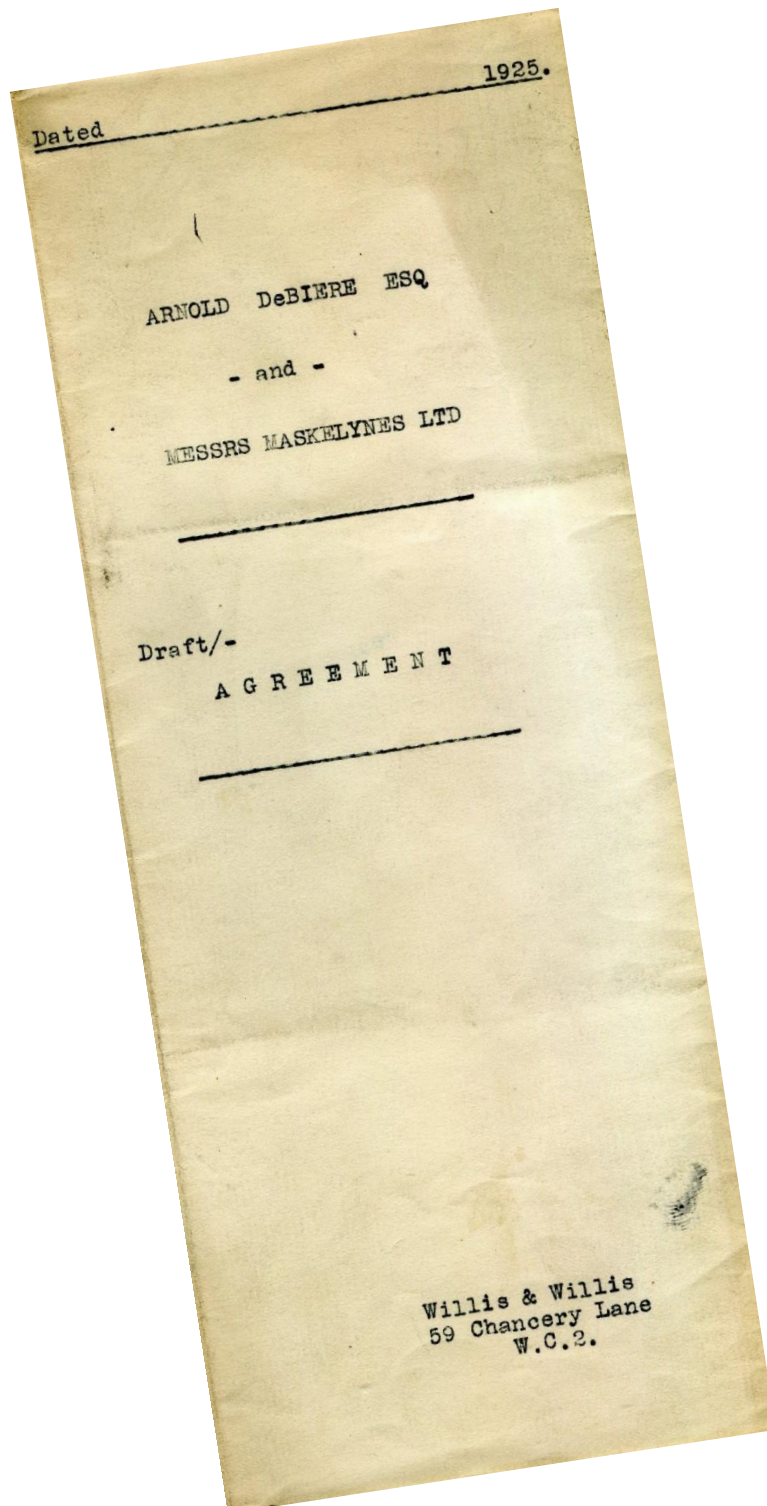


1925 Draft Agreement between Arnold De Diere Esq. and Messrs Maskelynes Ltd



First published on the Davenport Collection website in May 2026

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Ref. N3737

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 1925  
BETWEEN ARNOLD DeBIERE of Longthorpe Lodge Goldhawk Road Hammersmith  
in the County of London of the one part and MASKELYNES LIMITED of St Georges  
Hall Langham Place in the County of London (hereinafter called "the Company")  
of the other part WHEREAS the said Arnold DeBiere has for some time past  
presented on the Stage a Sketch or Act of Magic consisting of certain illusions  
and spectacular and magical effects (hereinafter called "the said ~~Show~~ <sup>act</sup>")  
AND WHEREAS it has been agreed between the parties that the said Arnold DeBiere  
shall sell ~~the entire right~~ <sup>the certain</sup> of the production of the said ~~Show~~ <sup>act</sup> to the Company  
and instruct ~~one of the Directors to produce~~ <sup>Mr. Jasper Maskelyne in the production of</sup> the same upon the terms and  
subject to the conditions hereinafter mentioned NOW THIS AGREEMENT WITNESSETH  
as follows:-

1. The said Arnold DeBiere for the consideration hereinafter mentioned hereby grants and assigns unto the Company the ~~entire right~~ <sup>entire</sup> of presentation both in Great Britain Ireland and in all Foreign Countries of the said ~~Show~~ <sup>act</sup> the ~~entire~~ <sup>principal</sup> items whereof are set out in the Schedule hereto TO HOLD unto the Company absolutely ~~subject to the reservation contained in clause 7 below~~ <sup>subject to the reservation contained in clause 7 below</sup>
2. The said Arnold DeBiere for such consideration as aforesaid undertakes forthwith to instruct Mr Jasper Maskelyne one of the Directors of the Company in the production of the said ~~Show~~ <sup>act</sup> and fully to rehearse him therein and also to instruct him in any sleight-of-hand that may be necessary for the correct presentation of the said ~~Show~~ <sup>act</sup> and so that he may produce the same at St Georges Hall complete on or before the 20th day of December 1925 and also so that the presentation of the said ~~Show~~ <sup>act</sup> shall not occupy less than forty minutes for each presentation.
3. The consideration for the purchase of the said ~~Show~~ <sup>act</sup> hereinbefore mentioned

shall be the following, namely:-

(a) The sum of £325 payable as to £175 on the signing of this Agreement, and as to the balance of £150, fourteen days after the satisfactory production of the said ~~Show~~ <sup>act</sup> ~~act~~

(b) A Royalty of £5 per week during such time as the said ~~Show~~ <sup>act</sup> ~~act~~ shall be produced as aforesaid at the St Georges Hall and

(c) A sum equal to 25% of the net receipts from any bookings of the said ~~Show~~ <sup>act</sup> ~~act~~ on tour. Such net receipts shall be deemed to be the amount actually received after deduction of all booking fees and all the expenses in connection ~~therewith~~ <sup>with the act including the cost of up-keep & renewal</sup> including Mr Jasper Maskelyne's usual salary and ~~the usual~~ amount allowed him for expenses on tour, ~~or of any other Artists who may on behalf of the Company produce the Show in place of Mr Jasper Maskelyne.~~

4. The said Arnold DeBiere shall immediately after the signing hereof provide and supply to the Company at his own expense all the necessary properties and effects for the purpose of the production of the said ~~Show~~ <sup>act</sup> ~~act~~ and on payment of the balance of the purchase money the whole of the said properties and effects shall become the absolute property of the Company.

5. On payment of the balance of the purchase money as aforesaid the entire <sup>(act)</sup> right of production of the ~~said Show~~ <sup>act arranged for Mr Jasper Maskelyne</sup> (subject to the payment of the Royalties hereinbefore mentioned) shall vest in and belong to the Company absolutely and the said Arnold DeBiere shall not disclose to any other person or persons whomsoever any of the particulars relating to the said ~~Show~~ <sup>act</sup> ~~act~~ or any of the items thereof.

6. The said Arnold DeBiere shall not assign his interests under this Agreement to any person or Company whatsoever without first obtaining the written consent of the Company.

These notes were written on the back of the previous page.

7. Notwithstanding anything herein contained the  
S<sup>r</sup>. Arnold De Brie shall be at liberty at any time  
hereafter to produce the said Act himself personally  
at any Theatre in London or the Provinces or  
Abroad provided nevertheless that the said A.  
De Brie shall not produce the said Act  
in London at any time during which the said  
Act is being ~~played~~ produced by the Coy of  
S<sup>r</sup>. - George Hall or elsewhere in London

8. The said Arnold DeBiere shall have the sole agency for the bookings of the said ~~show~~ <sup>act</sup> so long as it consists of the items mentioned in the said Schedule.

hereto or the majority thereof <sup>a majority of</sup> ~~or a majority of~~ <sup>revised by him</sup> ~~magical effects~~ <sup>grounded in dispute or reference relating to his agreement</sup>

IN WITNESS &c

(Back)

THE SCHEDULE above referred to

9  
Amusement  
Classes.

1. Production of a Woman.
2. Cannon Trick.
3. Trunk Illusion
4. Disappearing Birdcage
5. "Well I'm-----"
6. "Sculptor's Vision" complete <sup>with full scenery & effects</sup>
7. Eastern Scene with Mummy Illusion and reproduction of two ladies.

THE COMMON SEAL of the Company  
hereunto affixed in the presence  
of

Signed sealed and delivered by )  
the said Arnold DeBiere in the )  
presence of

*J. J. Advertiser*  
*In all announcements the show*  
*of the act "Produced by*  
*Arnold de Biere"*

Not to produce act in his name by agreement

These notes were written on the back of the previous page.

or the terms hereof ~~the same~~ <sup>arise the same shall</sup> shall be referred  
to ~~a~~ two arbitrators one to be appointed by each  
party and if the arbitrators shall fail to agree  
to an umpire appointed by the arbitrators under  
the provisions of the Arbitration Act 1889.

Dated \_\_\_\_\_ 1925.

ARNOLD DEBIERE ESQ  
- and -  
MESSRS MASKELYNES LTD

Draft/-  
A G R E E M E N T

Willis & Willis  
59 Chancery Lane  
W.C.2.