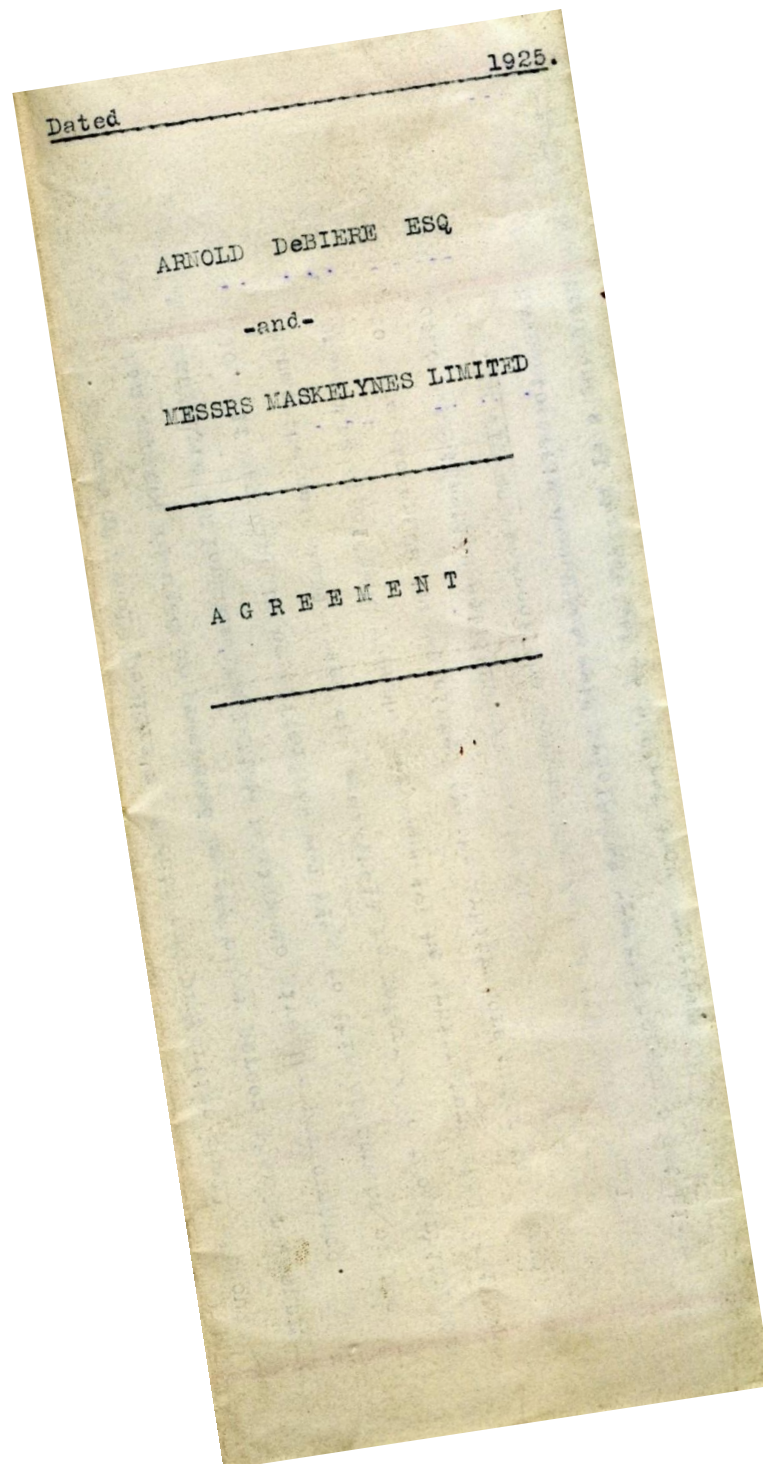


**3 October 1925 Final Agreement between  
Arnold De Diere Esq. and Messrs Maskelynes Ltd**



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Ref. N3738

# An Agreement

made the *third* day of

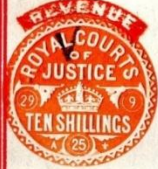
*October*

One thousand

nine hundred and twenty five B E T W E E N 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 W H E R E A S 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 Act") AND WHEREAS it has been agreed between the parties that the said Arnold DeBiere shall sell the right of production of the said Act to the Company and instruct Mr Jasper Maskelyne one of the Directors in the production of the same upon the terms and subject to the conditions hereinafter mentioned NOW THIS INDENTURE

WITNESSETH as follows:-

1. The said Arnold DeBiere for the consideration hereinafter mentioned hereby grants and assigns unto the Company the entire right of presentation both in Great Britain Ireland the British Dominions and all Foreign Countries of the said Act the principal items whereof are set out in the Schedule hereto TO HOLD unto the Company absolutely subject to the reservation contained in Clause 7 below.
- 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 Act 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 Act and so that he may produce the same at St Georges Hall complete on or before the twentieth day of December One thousand nine hundred and twenty five and also so that the presentation of the said Act shall not occupy less than forty minutes for each presentation.
3. The consideration for the purchase of the said Act shall be the following, namely:-
  - (a) The sum of Three hundred and twenty five Pounds payable as to One hundred and seventy five Pounds on the signing



of this Agreement and as to the balance of One hundred and fifty Pounds fourteen days after the satisfactory production of the said Act.

- (b) A Royalty of five pounds per week during such time as the said Act shall be produced as aforesaid at the St. Georges Hall and
- (c) A sum equal to twenty five per cent of the net receipts from any bookings of the said Act on tour. Such net receipts shall be deemed to be the amount actually received after deduction of all booking fees (such booking fees not to exceed ten per cent) and all expenses in connection with the Act including the cost of upkeep and renewal and including Mr Jasper Maskelyne's usual salary and amount allowed him for expenses on tour.

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 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 right of production of the Act arranged for Mr Jasper Maskelyne (subject to the payment of the Royalties hereinbefore mentioned and subject to Clause 7 hereof) 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 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.

7. Notwithstanding anything herein contained the said Arnold DeBiere 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 Arnold DeBiere shall not produce the said Act in London at any time during

which the said Act is being produced by the Company at St Georges Hall or elsewhere in London.

8. The said Arnold DeBiere shall have the sole management of the bookings of the said Act so long as it consists of the items mentioned in the said Schedule hereto or the majority thereof or a majority of illusions and magical effects provided by him.

9. None of Arnold DeBiere's effects and properties shall without his consent be used or presented by any other person than Mr Jasper Maskelyne so long as the latter is able to give the performance.

10. If any dispute or difference relating to this Agreement or the terms thereof shall arise the same shall be referred to 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.

IN WITNESS whereof the Company has caused its Common Seal to be hereunto affixed and the said Arnold DeBiere has hereunto set his hand and seal the day and year first above written.

THE SCHEDULE above referred to

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

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

*W. Maskelyne* Directors.  
*Jasper Maskelyne*  
*George Dyer* Secretary.



SIGNED sealed and delivered by the above named Arnold DeBiere in the presence of

*Arnold DeBiere*

Witness Name

Address

Occupation

*W. W. Ashurst*  
*86 Strandale Rd.*  
*London - W. 14.*  
*Box Office Manager*

Dated 1925.

ARNOLD DELEERE ESQ

-and-

MESRS MASHIYNES LIMITED

AGREEMENT

