

CONTRACT.

1. ARTICLES OF AGREEMENT made this twelfth day of June, 1925, by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS, hereinafter called the Builder and OLYMPIA CONSTRUCTION CO., a Massachusetts corporation, hereinafter called the Purchaser.

2. FOR, AND IN CONSIDERATION of the sum of Fifty Thousand (\$50,000.00) Dollars, to be paid by the Purchaser to the Builder, the said Builder agrees to build an organ according to the annexed specifications and details of construction hereto annexed, in a most thorough and artistic manner, and install it in the CAPITOL THEATRE complete in every detail and fully warranted, estimated on or about September 1, 1925. This date is not a consideration or term of this contract, but is given in good faith and full expectation of prompt delivery, subject, however, to delays from fires, strikes or causes beyond the control of the Builder, and especially subject to delays from freight embargoes or other interferences.

3. It is understood and agreed that the materials and labor entering into the organ hereinabove contracted for are to be procured by the Builder in the State of Massachusetts, and that the said organ is to be constructed by the Builder in the State of Massachusetts from which State it is to be transported in interstate commerce to the State of Massachusetts where it is to be installed by the Builder as hereinabove set forth.

4. The Purchaser agrees that when the Builder is ready to proceed with the installation of the organ, the Purchaser will keep the building at a suitable temperature as required by the Builder and provide and allow the use of suitable electric current for tone regulation, tuning, testing and lighting; that he shall provide a condition of quiet within the building for the proper tone regulation of the organ, and that he shall hold the Builder harmless from interference with his workmen during the installation. The Purchaser further agrees to assume all risk of damage to the organ by fire, lightning, water or tornado while contained in the said building and to insure the same in good reliable companies for the benefit of the parties hereto as their interests may appear.

5. If the building is not in proper condition for the organ to be erected when the organ is ready for shipment, and it becomes necessary to place the organ in storage, to be held until the building is ready for installation, the Purchaser agrees to pay the cost of such storage, or to arrange for such storage in a proper place at their own expense, provided of course that the organ builder does not complete said organ at the factory before the proper time for shipment, in accordance with contract date of completion.

6. It is mutually agreed that in view of the fact that the presence of rubbish and dust, especially from plaster, when an organ is being erected causes not only immediate but future troubles in the functioning of any organ, the building in which the organ herein referred to is to be erected shall not be considered ready for the erection of said organ until the organ chambers and the adjacent parts of the building are entirely free from rubbish and dust. In other words, it is understood that the organ erection shall not be started until any other workmen liable to create rubbish and dust shall be out of the

way entirely, and furthermore, if after the organ erection men once start their work, they are interrupted by other workmen creating rubbish and dust, or making such noise as to interfere with tuning, the losses in time and expense caused by the lack of proper and reasonable conditions for organ erection and tuning, shall be paid by the Purchaser in addition to the contract price herein mentioned.

7. The Purchaser agrees to inform the Builder as to where the organ and console are to be located, and the dimensions of the spaces to be occupied before the plans or construction of the organ are begun. After these dimensions have been so determined the Purchaser shall not permit any changes to be made in the dimensions of the organ spaces, nor the installation of any obstructions such as pipes, posts, etc., and shall hold the Builder harmless from such changes or obstructions.

8. The Purchaser, in consideration of the agreement herein of the Builder, hereby requests the Builder to construct and erect said organ and agrees to purchase the same and to pay therefor the sum of Fifty Thousand Dollars, (\$50,000.00) as follows:

When the contract is signed, ten (10%) per cent. of the total contract price amounting to Five Thousand Dollars, (\$5,000.00)

When the principal portion of said organ is manufactured ready to assemble in the factory of the Builder, thirty (30%) per cent. of the total contract price amounting to Ten Thousand (\$10,000.00) Dollars in cash, and \$5,000. par value of the

preferred stock of the Boston Capitol Buildings, Inc..

Upon the ~~delivery of the~~ ^{beginning of the} ~~above named building of the principal~~ ^{installation} portion of said organ, thirty (30%) per cent. of the total contract price amounting to Ten Thousand Dollars, (\$10,000.00) in cash, and \$5,000. par value of the preferred stock of the Boston Capitol Buildings, Inc.

Upon the erection of said organ complete, in accordance herewith, the Purchaser agreeing to examine said organ immediately in the presence of a representative of the Builder, and when accepted, the balance of said contract price, to wit, the sum of Five Thousand Dollars, (\$5,000.00) in cash and ten thousand dollars, (\$10,000.00) (par value) in Preferred stock of the Boston Capitol Buildings, Inc., it being understood that no more than Two Million Five Hundred Thousand Dollars, (\$2,500,000.00) par value of this Preferred stock shall be issued, without the consent in writing of 81% of the preferred shares issued and outstanding first having been obtained, or unless at least eighty-one per cent. (81%) of the preferred shares issued and outstanding shall vote at a meeting duly called for the purpose to increase the said preferred stock issue; provided, however, that when said organ is ready for erection and is held up by the inability for any reason of the Purchaser to have the installation proceed, all payments are immediately due up to ninety (90%) per cent. of the contract price.

9. Final payment is immediately due upon use of the organ in service or in other public manner.

10. Final payment shall not be withheld on account of minor adjustments for which the Builder is liable under its warranty.

11. It is understood and agreed that the delivery and

acceptance of promissory notes or other evidences of indebtedness shall not be considered payment until the full amount of the same and of any renewals thereof shall have been paid in full with interest.

12. All verbal agreements and understandings are merged in this contract and the specifications and details of construction attached hereto which comprise the entire contract, and no change, alteration or modification made verbally or in any other way, will be binding upon the Builder, unless the same be made in writing signed by an executive officer of the said Builder.

13. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this twelfth day of June, 1925.

SKINNER ORGAN COMPANY, INC.
By: Ernest M. Skinner Pres.

Witness: J. H. Catlin

Witness: W. E. Head

Olympic Instruments Co.
Purchaser.

Boston, Mass., June 25, 1925.

RECEIVED

JUN 30 1925

Olympia Construction Company,
200 Devonshire Street,
Boston, Mass.

G. L. CATLIN

Gentlemen:-

Reference is herein made to a contract dated the 12th day of June, 1925, between the SKINNER ORGAN COMPANY, a Massachusetts Corporation, and the OLYMPIA CONSTRUCTION COMPANY, a Massachusetts Corporation, under which contract the SKINNER ORGAN COMPANY is to build an organ in the CAPITOL THEATRE, Boston, Mass., for the sum of Fifty Thousand (\$50,000.00) Dollars, and it is hereby agreed by both parties to this contract that this letter shall be made a part of said contract.

After the said contract was signed by the SKINNER ORGAN COMPANY, the following clause was attached to the contract:

"It is agreed that all labor to be used on the theatre premises shall be union, if required, and especially such as not to cause strikes by labor employed by other sub-contractors on said job".

It is now agreed by both parties to this contract that the above clause be struck out of the contract, and the following clause be inserted in its place:

"It is agreed, that, if required, the men employed to instal the organ in the said CAPITOL THEATRE, under the contract herein referred to, shall apply for membership in the Organ Builders' Union, in New York City, unless they have already become members of said Union. In other words, as it is understood that there is no Organ Builders' Union at present in Boston, if, for any reason, any labor troubles arise from the fact that the instalation men do not belong to any Union, the SKINNER ORGAN COMPANY will see that these men apply for membership in the New York Union referred to, unless they are already members of said Union".

SKINNER ORGAN COMPANY.

BY


Treasurer.

OLYMPIA CONSTRUCTION COMPANY.

BY



SKINNER ORGAN COMPANY, INC.

DETAILS OF CONSTRUCTION

The builder warrants the action and construction in every particular, and agrees to make good any defects in materials and workmanship which may appear within five years.

Action to be electro pneumatic.

Casing of console to be of ^{white oak} oak, or of any other wood of equal value ; of simple design to harmonize with the period of the architecture of the building.

An organist's bench of same material as console casing.

All basses of the larger winded stops on separate chests.

The organ builder is to furnish and instal an electric blowing plant, consisting of a motor, blower, remote control self-starter and generator for action current, all of ample size to meet any legitimate demand which may be made thereon by the instrument, according to the specifications.

The purchaser shall furnish a suitable foundation for the motor and blower, connect the motor with the power current, instal a No. 14 wire from the console to the self-starter, do all cutting of floors, partitions, etc., and the running of required conduits and wind conductors from the blower which may be necessary; and shall prepare the organ chamber in accordance with plans which shall be furnished by the organ builder.

The organ is to be erected in the building, tone regulated, tuned and left ready for use.

No organ case or front display pipe work is included in this estimate.

The mechanical arrangement of the organ in the chambers shall be made in consultation with the purchaser's architect.

SKINNER ORGAN COMPANY, INC.

ORGAN ARCHITECTS AND BUILDERS FOR CHURCHES, AUDITORIUMS, THEATRES AND RESIDENCES

Boston, Mass., March 5, 1925.

SPECIFICATION OF AN ORGAN PREPARED FOR

CAPITOL THEATRE,
Boston, Mass.

<u>GREAT ORGAN</u>	<u>PIPES</u>
16' Bourdon (Extension)	19
8' Diapason	73
8' Major Flute	73
8' Gedeckt	73
8' Violoncello	73
8' Viole Celeste	73
8' Flute Celeste (II Rks.)	134
4' Unda Maris (II Rks.)	122
4' Octave	73
4' Flute Triangulaire	73
2 2/3 Twelfth	61
2' Fifteenth	61
Chorus Mixture (V Rks.)	305
16' Waldhorn	73
8' Harmonic Trumpet	73
4' Clarion	73
8' Vox Humana	61
Celesta)	61 Bars
Harp) with dampers	
Tremolo	
 <u>SWELL ORGAN</u>	
16' Bourdon	73
8' Diapason	73 Notes
8' Major Flute	73 "
8' Gedeckt	73 "

Shy specification:
checked with the
copy. A/M
7/21/25

SWELL ORGAN - Cont'd.

8' Violincello	73 Notes
8' Viole Celeste	73 "
8' Flute Celeste	73 "
4' Unda Maris	73 "
4' Octave	73 "
4' Flute Triangulaire	73 "
2 2/3 Twelfth	61 "
2' Fifteenth	61 "
Chorus Mixture (V Rks.)	305 "
16' Waldhorn	73 "
8' Harmonic Trumpet	73 "
4' Clarion	73 "
8' Vox Humana	61 "
Celesta)	61 Bars
Harp)	

CHOIR ORGAN

8' Doppel Floete	73
8' Concert Flute	73
8' Orchestral Strings (II Rks.)	146
8' Dulciana	73
4' Orchestral Flute	73
4' Gemshorn	73
2 2/3 Nazard	61 Notes
2' Piccolo	61 "
1 5/5 Tierce	61 "
1 1/7 Septieme	61 "
French Cornet (V Rks.)	305
16' Bassoon (Imitative)	73
8' Bassoon "	12
8' French Horn "	61
8' Physharmonica	61

CHOIR ORGAN - Cont'd.PIPES

8' Clarinet (Imitative)	61
8' Musette	61
8' Corno d'Amore	61
8' English Horn (Imitative)	61
Celesta)	61 Bars
Harp)	
Tremolo	

SOLO ORGAN

8' Doppel Floete	73 Notes
8' Concert Flute	73 "
8' Orchestral Strings	73 "
8' Dulciana	73 "
4' Orchestral Flute	73 "
4' Gemshorn	61 "
2 2/3 Nazard	61 "
2' Piccolo	61 "
1 3/5 Tierce	61 "
1 1/7 Septieme	61 "
French Cornet (V Rks.)	305 "
16' Bassoon (Imitative)	73 "
8' Bassoon "	73 "
8' French Horn "	61 "
8' Physharmonica	61 "
8' Clarinet (Imitative)	61 "
8' Musette "	61 "
8' Corno d'Amore	61 "
8' English Horn (Imitative)	61 "
8' Tuba "	73
Celesta)	61 Bars
Harp)	
Tremolo	

PEDAL ORGAN - Augmented

32' Resultant
 16' Diapason
 16' Violone
 16' Bourdon
 16' Echo Lieblich (Swell)
 8' Bass Flute
 8' Gedeckt
 8' Still Gedeckt (Swell)
 8' Violincello
 4' Fifteenth
 3 1/5 Tierce
 2 2/3 Larigot
 2 2/7 Septieme
 32' Bombarde
 16' Trombone
 16' Waldhorn (Swell)
 16' Bassoon (Orchestral)
 8' Tromba
 8' Bassoon

PIPES

32 Notes
 32
 32
 32
 32 Notes
 32
 12
 32 Notes
 12
 32 Notes
 32 "
 32 "
 32 "
 12
 32
 32 Notes
 32 "
 12
 32 Notes

C O U P L E R S

Swell to Great)
 Choir to Great)
 Swell to Choir) Unison
 Solo to Great)
 Great to Solo)
 Solo to Choir)

 Swell to Swell 4')
 Swell to Swell 16')
 Swell to Great 4')
 Swell to Great 16')
 Swell to Choir 4')
 Swell to Choir 16')
 Choir to Choir 4') Octave
 Choir to Choir 16')
 Choir to Great 4')
 Choir to Great 16')
 Great to Great 4')
 Great to Great 16')
 Solo to Solo 4')
 Solo to Solo 16')
 Solo to Great 4')
 Solo to Great 16')

C O U P L E R S - Cont'd.

* Swell to Pedal }
** Great to Pedal }
* Choir to Pedal }
Solo to Pedal } Pedal
* Swell to Pedal 4' }
* Choir to Pedal 4' }
* Solo to Pedal 4' }

* Also by reversible pistons
** " " " Piston & Pedal

Swell Unison Off
Great " "
Choir " "
Solo " "

COMBINATIONS - Visible and adjustable

SWELL - 1,2,3,4,5,6,7,8	cancel	Pedal to Manual on and off
GREAT - 1,2,3,4,5,6,7,8	cancel	" " " " "
CHOIR - 1,2,3,4,5,6,7,8	cancel	" " " " "
SOLO - 1,2,3,4,5,6,7,8	cancel	" " " " "
PEDAL - 1,2,3,4,5,6,7,8	cancel	" " " " "
GENERAL - 1,2,3,4,5,6,7,8	cancel	

* Sforzando mezzo)
* Sforzando tutti) reversibles

* By Pedal & Piston

Swell & Great Expression
Choir & Solo Expression
Crescendo Expression
Traps Expression

Sostenuto - To Great, Swell, Choir & Solo - 49 Notes

TRAPS

Chinese block - repeating action optional
Snare Drum - " " "
Tamborine - " " "
Triangle - single stroke
Castanets - repeating action
Cathedral Chimes - A to E
Xylophone - repeating action
Orchestra Bells " "
Bass Drum - stroke & roll
Tympani
Cymbal
Tom Tom
Bird Song
Auto Horn
Crash Cymbal
Steamboat Whistle
Chinese Gong
Door Bell
Thunder
Rain
Lions Roar

Duplicate Console