

C O N T R A C T

1. ARTICLES OF AGREEMENT made this twenty-first day of February, 1950, by and between the AEolian-Skinner Organ Company, of Boston, Massachusetts, hereinafter called the Builder, and The Cathedral Church of St. Paul in the Diocese of Massachusetts, hereinafter called the Purchaser.

9
6/1/51
2. FOR AND IN CONSIDERATION of the sum of Sixty-two Thousand Eight Hundred Eighty Dollars (\$62,880.00) to be paid by the Purchaser to the Builder, the said Builder agrees to build an organ according to the annexed specification, in a thorough and artistic manner, and install it in The Cathedral Church of St. Paul in the Diocese of Massachusetts, Tremont Street, Boston, Massachusetts, complete in every detail, on or before October 1, 1951. This date is subject, however, to any delays caused by riot, national emergencies, freight embargoes, and strikes and lockouts of sufficient magnitude affecting the ability of the Builder to perform, all beyond the Builder's control. In the event of any prolonged, unavoidable delay, arising out of the above causes set forth, in performance by the Builder, the parties hereto agree to endeavor in good faith to make such modifications of this contract to the end that no undue hardship shall be imposed on or suffered by the parties hereto.

3. It is agreed that the Builder shall be under no expense to remove any part of the present organ which interferes with the installation of the new organ except as may be expressly provided in the specifications.

4. The said organ is to be built of first class material and to be of first class workmanship, and when installed is to be complete in every detail and free of defects in material or workmanship.

It is to be built in the factory of the Builder located in Massachusetts and is to be its product and not an assembled production.

5. 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 reasonably required by the Builder and provide and allow the use of suitable electric current for tone regulation, tuning, testing, and lighting; that it will provide a condition of quiet within the building for the proper tone regulation of the organ, and that it will hold the Builder harmless from damage caused by interference with the Builder's workmen during the installation. The Purchaser further agrees to assume all risk of damage to the organ by fire, lightning, water, tornado, or by other causes 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. The Builder agrees to carry such insurance as will protect it from claims under Workmen's Compensation Acts and from any other claims or damages for personal injury which may arise from operations under this contract, whether such operations are by the Builder or any sub-contractor, or anyone directly or indirectly employed by the Builder or the sub-contractor. If requested by the Purchaser the Builder agrees to furnish certificates of insurance to this effect. The Builder likewise agrees to pay all taxes which may be required under any Social Security laws and under the Massachusetts Employment Security Law. In the event that the component parts of the organ are destroyed by fire or other casualty while in the Builder's factory during construction, or in the process of delivery to the premises of the Purchaser, the Builder agrees to refund

the payments of the purchase price made hereunder if the Purchaser shall so elect. To secure this refund the Builder agrees at its expense to insure and keep insured in the joint names of the Builder and Purchaser as their interests may appear the said component parts of the organ and to furnish the Purchaser with certificates of this insurance coverage, and for the purpose of identification of insurance coverage to maintain a progress report or periodic inventory of the progress of production and parts produced.

6. If the building is not in proper condition for the organ to be installed when it 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 its own expense, provided that this obligation shall not apply to a period prior to the above-named date of completion or such other date of completion as may be agreed upon.

7. It is mutually agreed that, because of the possible damage to the functioning of the organ from the presence of rubbish and dust, or of noise or disturbance caused by workmen, while the organ is being installed, the building in which the organ herein referred to is to be installed shall not be considered ready for the installation of the organ until the organ chambers and the adjacent parts of the building are free from rubbish and reasonably free from dust; and the organ installation shall not be started until workmen likely to create rubbish, dust or disturbance, shall be out of the way. If, after the organ installation men once start their work, they are interrupted by other persons creating

rubbish or dust, or making any disturbance, the Purchaser shall bear the losses or additional expense which may result from the lack of proper conditions for organ installation and tuning.

8. 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 either 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, beams, posts, etc., without written agreement by the Builder, and shall reimburse the Builder for additional cost due to such changes or obstructions.

9. The Purchaser, in consideration of the agreement herein of the Builder, hereby requests the Builder to construct and install said organ and agrees to purchase the same, and, subject to the provisions of paragraph 10 below, to pay therefor the sum of Sixty-two Thousand Eight Hundred Eighty Dollars (\$62,880.00) as follows:

When the contract is signed, five per cent (5%) of the total contract price amounting to Three Thousand One Hundred Forty-four Dollars (\$3,144.00).

When the actual building of the organ by the Builder is commenced, twenty per cent (20%) of the total contract price amounting to Twelve Thousand Five Hundred Seventy-six Dollars (\$12,576.00). *✓ 20% of 13,100 (3250) = 1584.5*

When the principal portion of the said organ is manufactured ready to assemble in the factory of the Builder, twenty-five per cent (25%) of the total contract price, amounting to Fifteen

Thousand Seven Hundred Twenty Dollars (\$15,720.00). *plus 37500 = 19000*

Upon the delivery at the above-named building of the principal portion of said organ, twenty-five per cent (25%) of the total contract price, amounting to Fifteen Thousand Seven Hundred Twenty Dollars (\$15,720.00). *plus 37500 = 19000*

Upon the installation of said organ complete, in accordance herewith, the balance of said contract price, to wit, the sum of Fifteen Thousand Seven Hundred Twenty Dollars (\$15,720.00). *plus 37500 = 19000* The Purchaser agrees to examine the organ, through its representative hereinafter described, in the presence of a representative of the Builder, without delay, upon the installation of the organ complete. If the organ is ready for delivery or installation and such delivery or installation is held up by the inability for any reason of the Purchaser to have the installation proceed, all payments are due up to ninety per cent (90%) of the contract price. Final payment is, in any event, immediately due upon acceptance of the organ by the Purchaser as indicated by the execution of the final certificate by the Purchaser's representative hereinafter described. Such final certificate shall not be unreasonably withheld or delayed, and shall in any event be given within thirty (30) days after the installation of the organ unless reasonable grounds for withholding it shall exist and shall have been communicated in writing to the Builder. Interest is to be paid at the rate of six per cent (6%) per annum from the date of use of the organ in service or in other public manner upon any balance properly due and remaining unpaid upon the expiration of thirty (30) days from that date. There shall be a representative of the Purchaser, to be hereafter designated and indicated to the Builder, who shall be permitted to inspect the work and the

progress thereof, either in the factory of the Builder, or in the Church on behalf of the Purchaser. All the aforesaid stipulated payments except the initial payment shall be due and payable to the Builder when certificates for the same are executed by the Purchaser's representative.

10. In view of the instability of the price of expert labor and materials used in the manufacture of organs it is further agreed that at the time when the actual building of the organ is to begin, the amounts to be paid by the Purchaser under paragraph 9 (exclusive of any amounts already paid) shall be adjusted as follows:

a. For each full five per cent (5%) increase in the Builder's cost of productive labor over such cost existing at the date of this contract, the amounts to be paid shall be increased three and three-fourths per cent ($3\frac{3}{4}\%$), and for each full five per cent (5%) increase in the Builder's cost of principal materials (i.e. tin, lead, zinc, and lumber), such amount to be paid shall be increased one and one-fourth per cent ($1\frac{1}{4}\%$).

b. For each full five per cent (5%) decrease in the Builder's cost of productive labor under such cost existing at the date of this contract, the amounts to be paid shall be decreased three and three-fourths per cent ($3\frac{3}{4}\%$), and for each full five per cent (5%) decrease in the Builder's cost of said materials such amount to be paid shall be decreased one and one-fourth per cent ($1\frac{1}{4}\%$).

c. The Builder shall notify the Purchaser of the adjustment provided for above before actual construction of the organ begins.

11. The Builder will obtain all necessary permits and licenses enabling it to do the work required of it under this contract.

12. The Builder will simultaneously with the execution of this contract deliver to the Purchaser a surety company bond, with

the surety, form and amount satisfactory to the Purchaser, for the faithful performance by the Builder of this contract.

13. 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 made in writing signed by an executive officer of the said Builder, and no change, alteration, or modification made verbally or in any other way, will be binding upon the Purchaser, unless made in writing signed on behalf of the Purchaser by its Dean or Treasurer, or, with respect to matters in the specifications within financial limitations, upon mutual agreement of G. Donald Harrison, Edward B. Gammons, and George Faxon, as provided in the specifications. It is hereby agreed that any interpretation of the specifications herein will be determined by the mutual consideration and action of the Builder and of the Purchaser through its representative.

14. This contract shall be interpreted under and governed by the laws of the Commonwealth of Massachusetts.

15. IN WITNESS WHEREOF the parties hereto have caused this contract to be executed in one or more counterparts by their duly authorized corporate officers and their respective seals to be affixed as of the date first above written.

Witness

Margaret M. Lynch

AEOLIAN-SKINNER ORGAN COMPANY, INC.

By

Wm. E. Faxon
Vice-President

CATHEDRAL CHURCH OF ST. PAUL IN THE
DIOCESE OF MASSACHUSETTS (Purchaser)

Witness

Esau L. Jones

By

Robert D. Hopkins
Treasurer

ALVIN SKINNER ORGAN COMPANY

INC.

Organ Architects and Builders

Church Residence Auditorium University

Skinner Organs

Malian Organs

Boston, Mass., January 26, 1950

SPECIFICATION OF AN ORGAN PREPARED FOR

CATHEDRAL CHURCH OF ST. PAUL
Boston, Mass.

<u>GREAT ORGAN</u>	<u>PIPES</u>
16' Quintaton	61
8' Principal	61
8' Holzflöte	61
8' Spitzflöte	61
4' Octave	61
4' Rohrflöte	61
2 2/3' Quint	61
2' Super Octave	61
Furniture (III - V Rks.)	244
Schafff (III Rks.)	183
Sesquialtera (II Rks.) Prepared for in console	
8' Trompette-en-Chamade	73
4' Clairon-en-Chamade	73
Chimes (Old tubes & action)	
Two Extra Stop Knobs.	
 <u>SWELL ORGAN</u>	
16' Rohrgedeckt	68
8' Geigen Principal (Prepared for in console)	
8' Bourdon	68
8' Flauto Dolce	68
8' Flute Celeste (to G)	61
8' Viole-de-Gambe	68
8' Violes Celestes	68
4' Prestant	68

SWELL ORGAN

PIPES

4'	Flauto Traverso	68
2'	Piccolo Harmonique	61
	Plein Jeu (III Rks.) 15-19-22	183
	Acuta (III Rks.) 22-26-29	183
16'	Bombarde	68
8'	Trompette	68
8'	Hautbois	68
4'	Clairon	68
8'	Vox Humana (Old revoiced)	68
	Tremulant	
	Two Extra Knobs.	

CHOIR ORGAN (Enclosed)

16'	Dulciana	68
8'	Viola Pomposa	68
8'	Rohrflöte	68
8'	Dolcan	68
8'	Dolcan Celeste (Tenor G)	61
4'	Nachthorn	68
2 2/3'	Nazard (Capped Flute)	61
2'	Zauber Flöte	61
1 3/5'	Tierce (Open Flute)	61
8'	Clarinet	68
8'	Trompette-en-Chamade (From Great)	
4'	Clairon-en-Chamade (From Great)	
	Tremulant	
	Two Extra Knobs.	

<u>POSITIV ORGAN (Unenclosed)</u>	<u>PIPES</u>
8' Singend Gedeckt	61
4' Principal	61
4' Koppelflöte	61
2 2/3' Nasat	61
2' Blockflöte	61
1 3/5' Tierce	61
1 1/3' Larigot	61
1' Sifflote	61
Zimbel (III Rks.)	183
Mixture (II to IV Rks.) Prepared for in console	
8' Cromorne	61
Tremulant	
Two Extra Knobs	
 <u>PEDAL ORGAN</u>	
32' Bourdon	12
16' Contre Basse	32
16' Principal	32
16' Bourdon	32
16' Quintaton (Great)	
16' Rohrgedeckt (Swell)	
16' Dulciana (Choir)	
8' Principal	32
8' Gedeckt Pommer	32
8' Rohrgedeckt (Swell)	
8' Quintaton (Great)	
8' Dulciana (Choir)	
4' Choral Basse	32
5 1/3' Quint (Prepared for)	
4' Flute Couverte	32
2' Blockflöte	32
Mixture (III Rks.)	96
Mixture (II Rks.)	64

PEDAL ORGAN

PIPES

32'	Bombarde	12
16'	Bombarde	32
16'	Bombarde (Swell)	
8'	Trompette	32
8'	Cromorne (Positiv)	
4'	Clairon	32
4'	Cromorne (Positiv)	
2'	Zink (light reed prepared for)	
	Chimes (Great)	

Two Extra Knobs

C O U P L E R S

Positiv to Great)	
Swell to Great)	
Choir to Great)	Unison
Swell to Choir)	
Great to Choir)	(Does not cut out Great organ on Great Manual which is done by Great Unison Off if needed.)

Octave Couplers

Positiv to Great	16'	
Swell to Great	16'	
Choir to Great	16'	
Swell to Great	4'	
Choir to Great	4'	
Swell to Choir	4'	
Swell to Choir	16'	
Swell to Swell	16' & 4')
Choir to Choir	16' & 4')
Positiv to Positiv	16' only)
		With stops of respective manuals

Pedal Couplers

Great to Pedal	
Positiv to Pedal	
Swell to Pedal	
Choir to Pedal	
Swell to Pedal	4'
Choir to Pedal	4'

Swell Unison Off; Great Unison Off; Choir Unison Off; and Positiv Unison Off with stops of respective manuals and affected by pistons and cancel as other stops.

MANUAL REVERSIBLES

Swell to Pedal	To the left of Swell pistons
Great to Pedal	To the left of Great pistons
Positiv to Pedal	To the left of Choir pistons
Choir to Pedal	To the left of Choir pistons

Swell to Great)
Choir to Great) To the right of Great pistons
Positiv to Great)

Swell to Choir To the right of Choir pistons

Toe reversibles to left of Choir box, reading left to right.

Choir to Pedal
Swell to Pedal
Positiv to Pedal
Great to Pedal

On the right hand side of crescendo shoe

Great to Pedal
Positiv to Great
Sforzando

Pedal Pistons to Great Pistons
Pedal Pistons to Swell Pistons

Manual 16' off by Reversible piston with indicator light
Sforzando by manual piston and toe stud (as above) with indicator light
Crescendo with indicator light.

COMBINATIONS - Adjustable at the console and visibly operating
the draw stop knobs (and couplers in case of
general pistons)

GREAT	-	0,1,2,3,4,5,6,7,8,9,10	
SWELL	-	0,1,2,3,4,5,6,7,8,9,10	
CHOIR	-	0,1,2,3,4,5	
POSITIV	-	0,1,2,3,4,5	
PEDAL	-	0,1,2,3,4,5	(to left of Choir pistons)
	-	6,7,8,9,10	(to right of Choir pistons)
GENERAL	-	1,2,3,4,5	(to left of Swell pistons)
	-	6,7,8,9,10	(to left of Great pistons)

General pistons duplicated by bottom row of toe studs to left of choir box.
Pedal pistons (omitting 0) duplicated by bottom row toe studs to right of
crescendo.

Swell 6,7,8,9,10 and Great 6,7,8,9,10 duplicated by top row pedal studs
to left of choir shoe.

Choir 6,7,8,9,10 duplicated by top row toe studs to right of crescendo shoe.

General Cancel: Music rack to be solid, made of clear glass and fixable
in two positions: (1) Normal high position
(2) Lower position 3 inches above
Swell keyboard

GENERAL SUGGESTIONS: All celeste units to draw separately, tremolo not
to draw with vox humana stop. Organ built in high
pitch to mean temperature of gallery to be determined
by test during winter season.

This contract to be amended within financial limitations upon mutual
agreement of Donald Harrison, Edward B. Gammons and George Faxon.
Specific tonal treatment of each stop to be determined by the same
three men.