

CONTRACT

1 Articles of Agreement made this 17th day of July 1929,
by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS
hereinafter called the Builder and THE PRESBYTERIAN CHURCH OF THE COVENANT, DETROIT,
MICHIGAN
hereinafter called the Purchaser.

2 For, and in Consideration of the sum of Seventeen thousand dollars
(\$17,000.00)

Dollars, to be paid by the Purchaser to the Builder, the said Builder agrees to build an organ
according to the annexed specifications, in a most thorough and artistic manner, and install it
in the Presbyterian Church of the Covenant, Grand Blvd., Detroit, Michigan
complete in every detail and fully warranted, estimated on or about

December 15, 1929

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 agreed that the amount of any State or Federal Tax levied on the manufacture or sale of said organ or in any other manner levied on the transaction set forth in this agreement, shall be added to the purchase price hereinabove set forth, and paid by the Purchaser.~~

4 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 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 MICHIGAN where it is to be installed by the Builder as hereinabove set forth.

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 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.

6 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.

7 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.

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 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.

9 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 Seventeen thousand dollars (\$17,000.00)

as follows:—

When the contract is signed, ~~twenty five (25%) per cent. of the total contract price amounting to Five hundred dollars (\$500.00) (paid)~~
~~When the principal portion of said organ is manufactured ready to assemble in the factory of the Builder, twenty five (25%) per cent. of the total contract price amounting to~~

~~Upon the delivery at the above named building of the principal portion of said organ, twenty five (25%) per cent. of the total contract price amounting to Eight thousand dollars (\$8,000.00)~~ When organ is completed and accepted

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 Eighty-five hundred dollars (\$8500.00). The purchaser in lieu of full cash payment has the option of giving a four (4) months 6% note for either all or a part of the final payment due on satisfactory completion of the instrument. Said note may be renewed every four (4) months over a period of three (3) years upon payment of interest at each maturity date. Curtailments may be made at any maturity date if desired;

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.

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

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

12 It is mutually agreed that the title to and ownership of said organ shall be and remain in the Builder until the contract price as heretofore stated and all promissory notes or other evidences of indebtedness and renewals thereof have been fully paid with interest at the current rate upon any amount not paid when due, and that upon such payment said organ shall become the property of the Purchaser.

13 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.

14 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.

15 In witness whereof, the parties hereto have hereunto set their hands and seals this

17th day of July 1929.

Witness F. A. Siltman

By

SKINNER ORGAN COMPANY, INC.

Ernest M. Skinner
 Vice Pres.

Witness

Frank Wieg

J. Wilson Leitch
 Purchaser

Johnny Brown

SKINNER ORGAN COMPANY, INC.

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

Boston, Mass., July 5, 1929.

SPECIFICATIONS OF AN ORGAN PREPARED FOR

THE PRESBYTERIAN CHURCH OF THE COVENANT,
Detroit, Michigan.

GREAT ORGAN

	<u>PIPES</u>
16' Bourdon (Pedal Extension)	17
8' Diapason 43-24	61
8' Flute Harmonique New 5"	61
8' Erzähler Can	61
4' Octave 57	61
Grave Mixture (II Rks.) 12th & 15th #70-75	122
Chimes - 20 Notes (In Choir Box)	

SWELL ORGAN

8' Diapason 44-1/4 spotted	73
8' Rohrflöte Can	73
8' Salicional 64	73
8' Voix Celeste 64	73
8' Flauto Dolce Can 6"	73
8' Flute Celeste Can	61
4' Flute Triangulaire Can	73
Mixture (III Rks.) C-14	185
8' Trumpet Key	73
8' Oboe d' Amore Cor Anglais	73
8' Vox Humana Left Cup	73
Tremolo	

CHOIR ORGAN

8' Cello 60	73
8' Concert Flute Can	73

Sketch of spec checked by
C.H.A.
7/26/29

CHOIR ORGAN - (Cont'd.)

PIPES

8' Dulciana	56	73
8' Unda Maris	56	61
4' Flute	#2 keys	73
8' Clarinet	Cur	73
8' Harp	} 81 Bars	
4' Celesta		
Tremolo		

PEDAL ORGAN - Augmented

32' Diapason	(Lower 12 resultant)	32 Notes
16' Diapason	10" x 12" bearded	32
16' Bourdon	#2 graduating	32
8' Octave	6"	12
8' Gedeckt		12
4' Flute		12
Chimes (In Choir Box)		

C O U P L E R S

Swell to Great	} Unison	
Choir to Great		
Swell to Choir		
Swell to Swell 4'	} Octave	
Swell to Swell 16'		
Swell to Great 4'		
Swell to Great 16'		
Swell to Choir 4'		
Swell to Choir 16'		
Choir to Choir 4'		
Choir to Choir 16'		
Choir to Great 4'		
Choir to Great 16'		
Great to Great 4'		
Swell to Pedal	} Pedal	
Great to Pedal		
Choir to Pedal		
Swell to Pedal 4'		

COMBINATIONS - Adjustable at the console and visibly operating the draw stop knobs.

GREAT - 1,2,3,4,5
SWELL - 1,2,3,4,5,6
CHOIR - 1,2,3,4,5
PEDAL - 1,2,3,4

MECHANICALS

Swell Expression Pedal
Choir Expression Pedal
Crescendo Pedal
Sforzando, Reversible by Pedal and Piston
Great to Pedal, Reversible by Pedal and Piston
Swell to Pedal, Reversible by Piston
Choir to Pedal, Reversible by Piston
Pedal to Combination "ON" and "OFF" for each manual
General Cancel

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 native oak, or of any other native 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 install an electric blowing plant, consisting of a motor, blower, remote control self-starter where necessary, 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 and starting switch with the power current, install wiring from the console to the self-starter and connect same; do all cutting of floors, partitions, etc., and the running of conduits where required and wind conductors from the blower to the console and all organ chambers 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.

PRICE: \$ 17,000.00

Contract Questionnaire

Date: July 31, 1929.

In reference to Contract No. 796 with

PRESBYTERIAN CHURCH OF THE COVENANT, DETROIT,
MICHIGAN

to which this sheet must be attached, please answer the following questions so that our records may be clear.

1. Are we committed to any commission to anybody on this contract? *? no*
If so, to whom, how much and when payable?
2. Are we committed to any free organ recital? *no*
3. Is there any unsettled question regarding front pipes or grille work? *don't know*
Are we to submit designs or estimates for either?
4. Is the organ to be installed in a new building, the completion of which is doubtful? *yes*
5. Are the organ chambers in condition to be measured by our Engineer? *no*
6. Are there any engineering matters which require immediate attention? *no*
7. Is there an old organ to be disposed of? *no* Does it belong to us or is the church *yes*
to remove it before we start installation?
8. Give approximate dimensions of auditorium including inside height of roof. *80x 50x 35*
approximate
9. Will organ be in chamber or chambers? *yes* If so, has latter good openings? *yes*
10. Is there any resonance or echo? *?* If so, how many seconds? *?*
11. Have walls or roof been treated with acoustical material? *no*

Please note any further information which we should have that is not embodied in the contract.

Signed by *E. H. Skene*