

CONTRACT

1 Articles of Agreement made this 17th day of April 1939,
by and between the AEOLIAN-SKINNER ORGAN COMPANY, INC., of BOSTON,
MASSACHUSETTS, hereinafter called the Builder and ST. MARY'S R. C. CHURCH,
JERSEY CITY, N. J.
hereinafter called the Purchaser.

2 For, and in Consideration of the sum of TEN THOUSAND TWO HUNDRED SEVENTY-FIVE
(\$10,275.00)-----
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 thorough and artistic manner, and install it in St. Mary's R. C. Church,
Jersey City, N. J.
complete in every detail and fully warranted, estimated on or about AUGUST 15, 1939

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 con-
tracted 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 inter-
state commerce to the State of NEW JERSEY 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 its workmen during the installation. The
Purchaser further agrees to assume all risk of damage to the organ by fire, lightning, water, tornado or
otherwise 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 his 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, and of noise or disturbance caused by workmen, 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 re-
ferred 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, dust or disturbance shall be out of the way entirely, and furthermore, if after the organ erec-
tion men once start their work, they are interrupted by other workmen creating rubbish and dust, or mak-
ing any disturbance, the losses in time and expense caused by the lack of proper 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, beams, posts,
etc.. 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 erect said organ and agrees to purchase the same and to pay therefor the sum of.....

TEN THOUSAND TWO HUNDRED SEVENTY-FIVE (\$10,275.00) DOLLARS

as follows:—

When the contract is signed, twenty-five (25%) per cent. of the total contract price amounting to.....

TWENTY-FIVE HUNDRED SIXTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$2568.75)

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.....

TWENTY-FIVE HUNDRED SIXTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$2568.75)

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.....TWENTY-FIVE HUNDRED SIXTY-EIGHT DOLLARS AND

SEVENTY-FIVE CENTS (\$2568.75)

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, the balance of said contract

price, to wit, the sum of.....TWENTY-FIVE HUNDRED SIXTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS

(\$2568.75)

provided, however, that when said organ is ready for erection, and completion is held up by the inability for any reason of the Purchaser to have the installation proceed, all payments are due up to ninety (90%) per cent. of the contract price.

10 Final payment is, in any event, immediately due upon use of the organ in service or in other public manner. Interest to be paid at the rate of six (6) per centum per annum from the date of such use upon any balance remaining unpaid upon the expiration of thirty (30) days.

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 only upon such payment shall said organ become the property of the Purchaser. If the Purchaser shall fail to make the payments as herein provided, or to pay any notes given when due, and such default shall continue for thirty (30) days, the Builder upon written notice to the Purchaser may forthwith take and repossess said organ, and after sale of said organ the Builder shall apply the proceeds of said sale upon the payments due hereunder and shall account to the Purchaser for any balance of said proceeds.

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 April 1939

AEOLIAN-SKINNER ORGAN COMPANY, INC.

Witness

Mary G. McGuffigan

By

Geo. H. Carter, Treas.

St. Mary's Catholic Church

Jersey City, N.J. (Purchaser)

By

Thomas H. Burke
Pastor

Witness

Aeolian-Skinner Organ Company

INC.

Organ Architects and Builders

Church Residence Auditorium University

Skinner Organs

Aeolian Organs

Boston, Mass., April 7, 1939

SPECIFICATION OF AN ORGAN PREPARED FOR

ST. MARY'S R. C. CHURCH,
Jersey City, N. J.

GREAT ORGAN (Enclosed - 4" pressure)

PIPES

16' Quintaton	<i>Columbian 21 quintaton</i>	61
8' Principal	<i># 45-1/4 tin 1 1/2 ft</i>	61
8' Bourdon (Metal)	<i>Cl 91 Bourd S.A.</i>	61
8' Gemshorn	<i>Cl 91 Spitz tin</i>	61
4' Principal	<i># 57-1/2 tin 1 1/2 ft</i>	61
4' Cor de Nuit	<i>Spilled Corn French Cor de nuit</i>	61
2 2/3' Quinte	<i># 66-1/2 tin 1 1/2 ft</i>	61
2' Doublette	<i># 69-1/2 tin 1 1/2 ft</i>	61
Fourniture (IV Rks.) 19, 22, 26, 29	<i>Germanic</i>	244

SWELL ORGAN (Enclosed - 5" pressure)

8' Viole de Gambe	<i># 56-1/2 S.A.</i>	73
8' Voix Celeste	<i># 56-1/2 S.A.</i>	73
8' Flute Conique	<i>tin</i>	73
4' Flute Harmonique	<i>gt tin</i>	73
2' Fifteenth	<i># 40-1/4 tin 1 1/2 ft</i>	61
Cymbale (III Rks.) 29, 33, 36	<i>Germanic 1/4</i>	183
16' Bombarde	<i>French Small Bombarde</i>	73
8' Trompette		73
4' Clairon		73
Tremolo		

POSITIV ORGAN (Unenclosed) 3" Pressure
(Playable on Great and Swell Manuals)

PIPES

8' Gedeckt (Metal)	<i>Roppel Flute tin</i>	61
4' Octave	<i># 58 - 1/4 1/2 18 1/2 tin</i>	61
2 2/3' Nazard	<i>1/2 tin</i>	61
2' Block Flute		61
1 3/5' Tierce		61

PEDAL ORGAN (3 1/2" Pressure)

16' Montre	<i># 28 - graduated</i>	32
16' Quintaton (Great)		32 Notes
8' Quintaton (Great)		32 "
4' Quintaton (Great)		32 "
8' Flute Ouverte	<i>1/2 tin</i>	32
4' Principal	<i># 56 - 1/2 2/3 tin</i>	32

Mixture (IV Rks.) 5 1/3, 3 1/5, 2 2/3, 2 *Spelled* 128 *1/2 tin*

16' Bombarde (Swell)	32 Notes
8' Trompette (Swell)	32 "

COUPLERS

Swell to Great	16'
Swell to Great	8'
Swell to Great	4'
Positiv to Great	8'
Swell	16'
Swell	4'
Positiv to Swell	8'
Great to Pedal	8'
Positiv to Pedal	8'
Swell to Pedal	8'
Swell to Pedal	4'

$5\frac{1}{3} = 53 - \frac{1}{2} 14 \text{ ft}$
 $3\frac{1}{5} = 60 - \frac{1}{2} 17 \text{ ft}$
 $2\frac{2}{3} = 65 - \frac{1}{2} 17 \text{ ft}$
 $2 = 68 \frac{1}{2} 17 \text{ ft}$

COMBINATIONS - Remote Control (No impulse)

Adjustable at the console and visibly operating the draw stop knobs

Six Pistons to control Great Stops - On & Off Piston for Pedal Stops
 Six Pistons to control Swell Stops - On & Off Piston for Pedal Stops
 Six Pistons to control Pedal Stops - duplicated by toe studs
 Six Pistons to control Positiv Stops
 On and Off buttons for Positiv Pistons to Swell Pistons
 On and Off buttons for Positiv Pistons to Great Pistons
 Six Pistons to control Entire Organ - duplicated by toe pistons

ACCESSORIES

Balanced Swell Expression Pedal
Balanced Great Expression Pedal
Balanced Crescendo Pedal
Tutti Piston & Pedal - also Tilting Tablet
Great to Pedal Reversible Pedal and Piston
Swell to Pedal Reversible Pedal and Piston
General Cancel Piston

Swell Engine to have 16 stations.
All types must be thoroughly silent and quick in action.
Console mechanism to be thoroughly insulated for quietness and rapidity.
Tracker touch is required for key action.
Manual chests to be of pitman type.

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. ~~Freight and cartage to be paid by purchaser.~~

No organ case or front display pipe work is included.