

CONTRACT

1 Articles of Agreement made this 25th day of January 1936,
by and between the AEOLIAN-SKINNER ORGAN COMPANY, INC., of BOSTON,
MASSACHUSETTS, hereinafter called the Builder and The Evening News Association
of Detroit, Michigan.

hereinafter called the Purchaser.

2 For, and in Consideration of the sum of \$ Eighteen Thousand Seven Hundred
Dollars (\$18, 700)
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 WWJ Detroit
Michigan

complete in every detail and fully warranted, estimated on or about June 1st, 1936.

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 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 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, dust or disturbance 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 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.....
Eighteen Thousand Seven Hundred Dollars (\$18,700)

as follows:—

When the contract is signed, ~~twenty-five (25%) per cent. of the total contract price amounting to~~.....
Five Thousand Dollars (\$5000)

~~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.....~~

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 Thirteen Thousand Dollars (\$13,700)

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 31st day of January 1936.

AEOLIAN-SKINNER ORGAN COMPANY, INC.

Witness

By

J. L. Cullen Treas.

Witness

By

THE EVENING NEWS ASSOCIATION (Purchaser)

W. B. Smith
TREASURER

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.

Aeolian-Skinner Organ Company

Organ Architects and Builders

Church Residence Auditorium University

Skinner Organs

Aeolian Organs

Chicago, Illinois. #12236-C

January 22,

1936

SPECIFICATION OF AN ORGAN PREPARED FOR BROADCASTING STATION W. W. J.,

THE DETROIT NEWS,

DETROIT, MICHIGAN.

SOLO ORGAN (Top Manual) (Duplexed from Great and Choir)

16' Tibia Clausa	61 notes
16' Clarinet	61 "
8' Tibia Clausa	61 "
4' Tibia Clausa	61 "
2' Tibia Clausa	61 "
8' Flute	61 "
4' Flute	61 "
2 2/3' Flute	61 "
2' Flute	61 "
8' Voix Celeste (2 ranks)	61 "
8' Cornopean	61 "
8' French Horn	61 "
8' Clarinet	61 "
8' English Horn	61 "
8' Vox Humana	61 "
8' Flute Celeste (2 ranks)	61 "
8' Soft String Celeste (2 ranks)	61 "
8' Orchestral Flute	61 "
4' Soft String Celeste (2 ranks)	61 "
8' Harp	49 "
4' Celesta	20 "
Chimes	
Tremolo	

#12236-C

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GREAT ORGAN (Middle Manual)

8' Diapason	61 pipes
16' Tibia Clausa	12 "
8' Tibia Clausa	61 "

4' Tibia Clausa	12 "
2' Tibia Clausa	12 "
8' Flute	61 "
4' Flute	12 "
2 2/3' Flute	61 notes
2' Flute	12 pipes
8' Voix Celeste (2 ranks)	122 "
8' Cornopean	61 "
8' French Horn	61 "
8' Clarinet	61 "
8' English Horn	61 "
8' Vox Humana	61 "
Trines	20 tubes

Tremolo

CHOIR ORGAN (Bottom Manual)

8' Flute Celeste (2 ranks)	122 Pipes
8' Soft String Celeste (2 ranks)	122 "
8' Orchestral Flute	61 "
4' Soft String Celeste (2 ranks)	24 "
8' Harp	49 bars
4' Celesta	
Trines	20 notes

Tremolo

Small French

8' Cornopean
8' Tibia Clausa
4' Tibia Clausa
8' Clarinet
8' Diapason

Went to Choir 8' and 4' Couplers.

PEDAL ORGAN - Augmented

16' Tibia Clausa	32 notes
16' Waldhorn	12 pipes
16' English Horn	12 pipes
8' French Horn	32 notes
8' Voix Celeste	32 notes
8' Flute Celeste	32 notes
8' Soft String Celeste	32 notes

COUPLERS

Solo to Great	}	Unison
Solo to Choir		
Choir to Great		

Solo to Solo 4'	}	Octave
Solo to Solo 16'		
Solo to Great 4'		
Solo to Great 16'		
Solo to Choir 4'		
Solo to Choir 16'		
Choir to Choir 4'		
Choir to Choir 16'		
Choir to Great 4'		
Choir to Great 16'		
Great to Great 4'	}	
Great to Great 16'		

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

Great Unison Off
 Solo Unison Off
 Choir Unison Off

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

Great - 1,2,3,4,5,6,7,8
 Solo - 1,2,3,4,5,6,7,8
 Choir - 1,2,3,4,5,6,7,8
 Pedal - 1,2,3,4,5,6

MECHANICALS

Great to Pedal Coupler
 Great Expression
 Choir Expression
 Sforzando
 Crescendo Pedal

This proposal provides for two duplicate console - one in the studio in which the organ will be heard directly, and the other in the large studio down stairs.