

Memorandum of Agreement, made this 29th day of

March A. D., 1927, by and between the

Austin Organ Company of Hartford, Connecticut, U. S. A.

party of the first part, and Mr. Orison S. White,

Detroit, Mich.

party of the second part,

WITNESSETH: The party of the first part, in consideration of the agreements herein of the party of the second part, hereby agrees to construct, erect and sell to the party of the second part a pipe organ, according to the annexed specifications, said organ to be erected complete and ready for use in Commandery Asylum, Masonic Temple, Detroit, Michigan, on or about the 15th day of August, 1927, subject, however, to delays from fire, strikes or causes beyond the control of the party of the first part.

The party of the first part further warrants that said organ when completed shall be free from any defects in material or workmanship, and agrees that if any such defect or defects should develop within five years after completion the party of the first part will, upon written notice within such period of such defect or defects, forthwith remedy the same at its own expense. This undertaking does not include tuning or such care as may be necessary for the proper preservation of the instrument.

The party of the first part further warrants that the wind pressure of said organ when completed will be unvarying under all conditions of use, that the action will be practically instantaneous in response and repetition, that the touch will not be affected by additional couplers or atmospheric variations, and that the console arrangements will be convenient and reliable in operation.

The party of the second part, in consideration of the agreements herein of the party of the first part, hereby requests the party of the first part to construct and erect said pipe organ, and agrees to purchase the same and to pay therefor the sum of Ten Thousand (\$10,000) - - - - - Dollars in New York City funds as follows:

When the principal portions of said organ are assembled in the factory of the party of the first part, the sum of - - - - - Dollars.

Upon the delivery in the above named building of the principal portions of said organ, or if such delivery is delayed to accommodate the party of the second part, then when the principal portions of said organ shall be constructed and ready for shipment, the sum of - - - - - Dollars.

Upon the erection of said organ complete, in accordance herewith, the party of the second part agreeing to thereupon examine said organ immediately in the presence of a representative of the party of the first part, the balance of said contract price, to wit, the sum of Ten Thousand (\$10,000.00) - - - - - Dollars.

The party of the second part further agrees to have the above named building in condition suitable and proper for the erection of said organ, motor and blowing gear, and to permit the erection thereof at least - - - - - days previous to the date fixed for the completion of the organ aforesaid, and to give to the party of the first part the exclusive use of said building for the purpose of regulating and tuning said organ at least - - - - - days previous to the date fixed for said completion.

The party of the second part further agrees at its own expense to build suitable foundation and enclosures when necessary for motor and blowing gear, to do all wiring or plumbing connected therewith including air ducts from blowers to all parts of the organ, and conduits that may be necessary for the electric organ cables, to install such electric lights as may be needed for the erection and future care of said organ, and to do all cutting of floors, partitions or other parts of the building, when and as directed by the party of the first part, and to supply necessary light, heat and power during the erection, regulating and tuning of said organ.

The party of the second part further agrees to assume all risk of damage to the organ or its parts while contained in the above named building, and to insure the same in reliable stock companies against loss or damage by fire, water, lightning and tornado, in the sum of not less than 80 per cent of contract price - - - - - Dollars in the name of and for the benefit of the parties hereto as their respective interests may appear.

It is mutually agreed that the title to and ownership of said organ shall be and remain in the party of the first part until the contract price, as heretofore stated, has been fully paid with interest upon any deferred payments at the rate of 6 per cent. per annum, and that upon such payment said organ shall become the property of the party of the second part.

It is hereby mutually agreed that each and every part of the old organ and its blowing apparatus, which the said party of the first part has agreed to rebuild and replace by a new organ in accordance with the terms of this contract shall belong to and be the property of the said party of the first part, and the said party of the second part hereby agrees not to remove or allow to be removed any part of said old organ without the consent of the party of the first part.

It is mutually agreed that in consideration of any preparations made for future additions or stops, such stops and additions shall be installed by the party of the first part at prices then in force.

It is mutually agreed that in the event that a note or notes are given for the balance of said contract price the title to and ownership of said organ shall be and remain in the party of the first part until such note or notes are paid, and in the event of a default in the payment of any interest on such note or notes or in the event of a default in the payment of any one of a series of notes given for the balance of said contract price when due, then in either event all of said sums represented by said note or notes, as the same may be, shall become due and payable, and the party of the first part shall have the right to enter the premises of the party of the second part and remove said organ.

It is mutually agreed that in case there shall arise any differences between the parties hereto regarding the completion of said organ, such differences shall, at the request of either party, be submitted to a committee of arbitration, to consist of three disinterested persons to be forthwith chosen, one by each of the parties hereto, and the third by the two so chosen, and the finding of a majority of said committee as to whether and when said organ had been fully completed in accordance with this contract shall be final and binding upon the parties hereto.

It is mutually agreed that in the event the party of the second part shall fail to comply with the terms of this contract, or any of them, as hereinbefore provided, that all sums paid by the said party of the second part to said party of the first part shall be considered and treated as liquidated damages for the breach hereof, and the said party of the first part shall have the right to remove said organ, or any part thereof, situated on the premises of the party of the second part.

It is hereby mutually agreed that no changes, alterations or additions to this contract shall be valid unless assented to in writing by both parties hereto.

IN WITNESS WHEREOF the parties hereof have interchangeably set their hands and seals the day and year first above written.

Austin Organ Co.
Per. Calvin Brown.
Orson S. Smith

SPECIFICATIONS FOR A PIPE ORGAN
TO BE BUILT ON THE
AUSTIN UNIVERSAL AIR CHEST SYSTEM
(Patented in the United States, England and Canada)

two manuals, compass CC to C⁴, 61 notes. Pedal, compass CCC to G, 32 notes.

Action, Austin patent electro pneumatic key and electro pneumatic stop.
Console detached; pattern stop-key; case any native wood
quartered oak

Pedals, A.G.O. Willis model, concave and radiating.

Couplers, and speaking stops by stop-key over upper manual.

Unisons, by stop-key

Composition pistons, under respective manuals, adjustable, moving registers.

Composition pedals, adjustable, moving registers.

Swell box, as 22" thick, double construction, stuffed, horizontal beveled
Case, none Finish, shades.
Design, _____

Displayed pipes, none

Blower, rotary Motor, electric

Direct, _____

Current, Alternating, _____ Volts, _____ Cycles, _____ Phase. Pressure _____ Lbs.

Pitch, International 440A. Wind pressure five inches.

The case-work will be of suitable design without carving or elaborate detail, provided that if any case-work of special design is required by the party of the second part, complete architect's drawings and details must be furnished within reasonable time, and the additional cost thereof shall be paid for as an extra, 50 per cent. upon delivery of the organ and the balance upon completion of the same.

General Specifications and Details of Construction.

CHESTS AND SYSTEM

The "Austin Universal Air Chester System" (patented) is to be used providing the only perfect supply of air in unvarying pressure and quantity to the pipes under all conditions of use. Each pipe has its own individual valve opening directly from the Universal Chest; the valves, therefore, and mechanism operating them are immediately accessible by entering the chests by means of air-tight doors and without removing any parts. Pressure to each pipe guaranteed 100%.

VOICING

The perfect and unvarying pressure supplied by the Austin Universal Chest to the pipes gives a basic advantage in our voicing, as variations of pressure or quantity vary the stability and power and timbre.

The voicing is to be of the highest quality throughout, special study being given to the building and its acoustics. Refinement and delicacy with characteristic timbre are to be supplied in the softer and intermediate stops with marked dignity and pervasive power in the louder ones.

Our wide experience in building many of the world's largest organs, a wealth of scientific data which we have carefully accumulated and the unusual facilities we have in voicing equipment, place us in a position to supply a uniform excellence in voicing which we believe cannot be equaled.

METAL PIPES

All metal pipes (excepting those used in rebuilding old organs) are to be made in the Austin factory, and to their perfected scales. Pure tin and pure lead, are used in the metal pipes mixed by us to our formulas in proportions found best in our experience. Ninety per cent. (90%) block tin is used in our smaller scaled orchestral strings. A special alloy has been perfected by us for our Diapasons, which are made especially heavy to produce ample volume without the undesirable coarseness too prevalent in such stops where a saving in metal is made.

Bases are made of best annealed zinc of ample thickness with inserted toes, mouths and tuners.

Reeds are also all made in our factory to our special design and scales including blocks, eschallots, tongues and tuning wires. Milled brass reed wedges to be used and Phosphor Bronze tuning wires.

WOOD PIPES

All wood pipes to be made in our factory (excepting those used in rebuilding old organs). The best quality of soft white pine to be used including Pedal pipes. All pipes to be glued size inside and shellaced outside. Metal toed feet to be used up to 7/8 inch bore and voicing slides in all large sizes. Compressed cork recessed in all large stoppers to be used instead of felt.

SWELL BOXES

Are to be double construction 2 1/2" thick, consisting of two tongued and grooved partitions of best quality hard pine with space between framing stuffed with sound-proofing material. Swell blinds are to be horizontal, hung in non-friction rolling bearings, eliminating friction and squeaking. Blinds of patented steel plate construction with sound-proofing material between, padded with triple recessed felting. Pressed steel arms.

Patented electro pneumatic engines for operating blinds giving even crescendo, with easy foot motion of swell pedals.

Passage-Ways to be provided for easy access to pipes for tuning. (All action is also accessible from inside air chest, which is possible only with Austin system).

Interior Finish. All wood work of the organ to be finished with best orange shellac or varnish or both, as best for the various parts to protect them from atmospheric moistures. Special care to be taken in design and construction, so that the normal swelling and shrinking of lumber has the least possible effect.

Case Work to be of best quartered oak or other native wood as may be desired, finished in harmony with other furniture. Design of case to be made and submitted for approval.

Front Pipes made of best quality, annealed zinc of ample weight with inserted mouths. Finish to be French Gold Bronze, specially applied or plain polished zinc lacquered.

Action. Austin patented electro pneumatic, including pedal action and stop action. All magnets and pneumatics accessible inside air chest. Individual valves for every pipe but pneumatics common only to each key. All magnets made and wound in Austin factory, and all small parts also guaranteed so uniform as to be inter-changeable. (Various parts of action protected by patents.)

Keyboards. Standard scale, 61 notes, C to C best ivory with ebony sharps.

Pedal Board radiating and concave, 32 notes C to G. White maple naturals with sharps capped with solid ebony.

Organists Bench heavy solid construction with heel rest and music shelf.

Console latest improved Austin type (several patents granted) others pending.

- (1) Direct electric in all its mechanism, no wind used in it or any pneumatics.
- (2) Complete in itself containing all coupler and combination mechanism.
- (3) Smaller than any other console containing the coupler combination mechanism.
- (4) Built on steel frame independent of wood casing insuring unchanging alignment of mechanism.
- (5) Its parts are so perfect that they are interchangeable.
- (6) Its keyboards hinge upward so that all contacts and wire connections are perfectly accessible.
- (7) Few minutes work will remove the entire casing, leaving the mechanism accessible from all sides and still in complete playing order.
- (8) Eight combination pistons are supplied, affecting each manual and pedal; eight general combinations above the upper manual and six combination pedals for the pedal organ. All combination pistons or pedals move the registers.
- (9) The combinations can be arranged as any Organist may desire or order; all can be arranged to affect all stops and couplers of the entire organ if desired.
- (10) All combinations pistons or pedals are readily adjustable by merely moving the registers to the desired combination while the piston is held in or the pedal held down.
- (11) The touch of the combination pistons and pedals is as light as desired; they merely make a contact; electric energy does the work.
- (12) The combination pedals are of entirely new form; a firm touch of the foot is only required instead of the more laborious downward stroke.
- (13) Our new patented cancelers are provided. These are hinged strips running the length of each group of register keys; a touch anywhere along the length of this strip throws all registers of the group off.

These are particularly valuable in individual registration, as one downward stroke will give any one stop desired regardless of what other stops may be on, or their position.

(14) Our new patented "deluxe" key touch is provided. This is lighter at the bottom of the dip than at the top. Our standard is $4\frac{1}{2}$ oz. at the top and $2\frac{1}{4}$ oz. at the bottom. This gives greater ease in playing and yet provides sufficient resistance at the top of the dip to prevent "slurring" or premature firing of the action. This touch is accomplished without any complicated additional mechanism.

(15) The registers or stop keys are of a greatly improved pattern, being wider at the base with a narrower part at the tip. There is, therefore, no danger of striking the wrong key or of hitting two instead of one. The printing is one third larger and, therefore, plainer than that found on draw knobs.

(16) The electric contacts are made of a special alloy of precious metal, made to our formula which has proved to be the most reliable and durable after long endurance tests.

Blowing Apparatus. Electric blowing plant supplied of proper capacity and power to supply ample wind at proper pressures, under all conditions of use.

Generator. Electric generator supplied driven from the motor to supply low voltage direct current for the organ action, obviating the use of batteries.

Cables. All electric cables and wiring of the organ action (low voltage) supplied and installed.

In Fine. All workmanship and material to be of the best and the entire organ to represent the highest standard of perfection, musically and mechanically, for which the AUSTIN organ is notable.

* Open Diapason, *43 scale*
 * Doppel Flute, *usual* "
 * Melodia, " "
 * Dulciana, *55*
 * Principal, *58*
 * Fl Traverso, (from Melodia)
 * French Horn, *6" scale*
 * Chimes.
Far Tremolo. *Diagon class A*
 * Enclosed

8' 73 pipes, metal.
 8' 73 " wood.
 8' 73 " "
 8' 73 " metal.
 4' 73 " "
 4' 61 notes, wood
 8' 73 pipes, reed.
 25 tubes.

Great Sub.
 Great Unison off.
 Great Octave.
 Swell to Great Sub.
 Swell to Great Unison
 Swell to Great Octave.

COUPLERS.

Eight adjustable combination pistons to control Great and Pedal stops.

SWELL ORGAN.

Bourdon, *Swell scale*
 Open Diapason, *49* "
 Stopped Diapason, (From Bourdon).
 Salicional, *58 scale*
 Aeoline, *61 scale*
 Voix Celeste, *61* "
 Fl d'Amour, (from Bdn.)
 Violin, (from Salicional)
 Oboe, *usual*
 Vox Humana, (separate chest, and tremolo)
 Tremolo. *box*
in 4" wind

85
 16' 73 pipes, wood.
 8' 73 " metal.
 8' 73 notes, wood.
 8' 73 pipes, metal.
 8' 73 " "
 8' 61 " "
 4' 61 notes, wood
 4' 61 " metal
 8' 73 pipes, reed
 8' 61 " "

Swell Sub.
 Swell Unison off. COUPLERS.
 Swell Octave.

Eight adjustable combination pistons to control Swell and Pedal stops.

PEDAL ORGAN.

Sub Bass, *pedal Bdn scale*
 Violoncello, *40-37 scale ext. of Swell Open*
 Lieblich Gedackt, (from Swell)
 Bass Flute, *from Sub Bass ext.*

16' 44 pipes, wood.
 16' 32 notes, metal.
 16' 32 notes wood
 8' 32 " "

Swell to Pedal
 Swell to Pedal Octave COUPLERS.
 Great to Pedal.
 Great to Pedal Octave.

Four adjustable combination Pedals affecting Pedal stops and couplers.

ACCESSORY

Balanced Crescendo and Diminuendo Pedal, adjustable, not moving registers.
 Eight GENERAL adjustable combination pistons placed over upper manual to control ALL stops and couplers.
 Austin Patent CAMELBACK PEDAL placed over each group of stops.
 Balanced Great expression Pedal.
 Balanced Swell expression Pedal.
 Great to Pedal, reversible.
 Sforzando Pedal, with light indicator.