

CONTRACT

1 Articles of Agreement made this 16th day of February 1950.
by and between the AEOLIAN-SKINNER ORGAN COMPANY, INC., of BOSTON,
MASSACHUSETTS, hereinafter called the Builder and CHURCH OF THE REDEEMER,
NEW HAVEN, CONNECTICUT.
hereinafter called the Purchaser.

2 For, and in Consideration of the sum of THIRTY-FIVE THOUSAND SEVEN HUNDRED AND
FIFTY (\$35,750.00) DOLLARS. *+ 500 display price*
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 CHURCH OF THE
REDEEMER, NEW HAVEN, CONNECTICUT.
complete in every detail and fully warranted, estimated on or about DECEMBER, 1950.

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 CONNECTICUT 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.....

THIRTY-FIVE THOUSAND SEVEN HUNDRED AND FIFTY (\$35,750.00) DOLLARS.

as follows:—

ten (10%)

When the contract is signed, ~~twenty-five (25%)~~ per cent. of the total contract price amounting to.....
THREE THOUSAND FIVE HUNDRED AND SEVENTY-FIVE (\$3,575.00) DOLLARS. When the work
of construction starts in the factory 15% (\$5,362.50) is to be 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.....EIGHT THOUSAND NINE

HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$8,937.50).

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 NINE HUNDRED THIRTY-SEVEN

DOLLARS AND FIFTY CENTS (\$8,937.50).

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.....EIGHT THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS
(\$8,937.50)

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.....

28th

day of

February

1931

AEOLIAN-SKINNER ORGAN COMPANY, INC.

Witness

Mary G. McLaughlin

By

G. Donaldson
 President

CHURCH OF THE REDEEMER
 NEW HAVEN, CONNECTICUT.

(Purchaser)

Witness

James G. Smith

By

Walter O. Smith
 Chairman - Board of Trustees

Aolian-Skinner Organ Company

Organ Architects and Builders

Church Residence Auditorium University

Skinner Organs

Aolian Organs

Boston, Mass., April 28, 19 50.

SPECIFICATION OF AN ORGAN PREPARED FOR

CHURCH OF THE REDEEMER
New Haven, Conn.

GREAT ORGAN

PIPES

200	*	16'	Rohrbordun	(Swell)	
350		8'	Principal	# 43-1/4-1/2 17 <i>stopped</i>	61
350		8'	Montre	# 48-1/4-1/2 18 <i>stopped & shaded</i>	61
50	*	8'	Rohrbordun	(Swell)	
250		4'	Octave	# 56-1/4-1/2 18 <i>stopped</i>	61
250	2 2/3'	Quint	# 65-1/4-1/2 17 <i>stopped</i>	61	
200		2'	Superoctave	# 68-1/4-1/2 17 <i>stopped</i>	61
500			Furniture	(IV Rks.)	18 notes 15-19-22-26 12 244 12-15-19-22
500	*		Chimes		12 25 Bells 8-12-15-19
			Unison Off		all 46 @ 8' c c 1/4 - 1/2 18 in 1 note 1-8-12-15

SWELL ORGAN

350		8'	Spitzprinzipal	# 48-1/4-1/2 17 <i>tapered 3 scales stopped & shaded</i>	68
350		8'	Viole de Gambe	# 56-1/4 <i>stopped</i>	68
350		8'	Viole Celeste	# 56-1/4 "	68
200	*	8'	Rohrbordun		
250		4'	Prestant	# 57-1/4-1/2 18 <i>stopped</i>	68
250		4'	Holzflöte	<i>special wood from Top board</i>	68
200		2'	Spitzflöte	<i>same technique stopped 1/2 unit</i>	61
400			Plein Jeu	(III Rks.)	183 22-26-29 12
650		16'	Bass Clarinet	<i>Libre Nostrum</i>	68 19-22-26 12
450		8'	Trompette	# 2 French	68 15-19-22 12
450		8'	Oboe	<i>same</i>	68 12-15-19 12
50		8'	Vox Humana	(Prepared for) <i>Top board for left cap.</i>	68 8-12-15 6 5-8-12 7
350		4'	Clairon	# 2 French	68 61
			Sub		
			Octave		
			Unison Off		
			Tremulant		

<u>PEDAL ORGAN</u>		<u>PIPES</u>
750	* <i>any light pressure shall</i>	73
150		
200	*	
100	*	
1200	*	
	16' Bombarde	
	16' Bass Clarinet (Swell)	
	8' Bombarde	
	4' Bombarde	
	Chimes (Great)	

All manual Rohrbordun, Erzähler & Bombarde knobs to be in blue. Enclosure to be indicated on these knobs, also

Two sets of old pipes supplied by the purchaser and one set by the builder are to be used.

* = Stops wired as couplers from key contacts.

INTER-DIVISIONAL COUPLERS

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

Bench with back

Two Signal lights and buttons

1 and 2 white and green.