

CONTRACT

1 Articles of Agreement made this.....15TH.....day of.....JANUARY....., 19. 58..
by and between the AEOLIAN-SKINNER ORGAN COMPANY, INC., of BOSTON,

MASSACHUSETTS, hereinafter called the Builder and.....EASTERN MICHIGAN COLLEGE.....

YPSILANTI, MICHIGAN
hereinafter called the Purchaser.

2 For, and in Consideration of the sum of.....EIGHTY-FOUR THOUSAND NINE HUNDRED (\$84,900.00)

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.....EASTERN MICHIGAN COLLEGE

YPSILANTI, MICHIGAN

complete in every detail, estimated on or about.....OCTOBER 1959

This date is not a consideration or term of this contract, but is given as the expectation by the Builder of the time of delivery, subject, however, to delays from fires, strikes, freight embargoes or causes beyond the control of the Builder.

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 said organ is to be constructed by the Builder in the Commonwealth of Massachusetts from which Commonwealth 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 damage and loss caused by 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 by other causes 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 installed 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 that this obligation shall not apply to a period prior to the estimated 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 installed 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 installed shall not be considered ready for the installation 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 installation 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 installation men once start their work, they are interrupted by other persons creating rubbish and dust, or making any disturbance, the losses in time and expense caused by the lack of proper conditions for organ installation 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 either 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 install said organ and agrees to purchase the same and, subject to the provisions of paragraph 10 below, to pay therefor the sum of EIGHTY-FOUR THOUSAND NINE HUNDRED (\$84,900.00)

DOLLARS + 426.14 = 89,026.14

as follows:—

When the contract is signed, ten (10%) per cent of the total contract price amounting to Eight Thousand Four Hundred Ninety (\$8,490.00) Dollars

which is understood to cover the cost of the services of the Builder to the date of the contract.

When the actual building of the organ by the Builder is commenced, fifteen (15%) per cent of the total contract price amounting to Twelve Thousand Seven Hundred Thirty-five (\$12,735.00)

Dollars + 1031.54 = 13,766.54

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-one Thousand Two Hundred

Twenty-five (\$21,225.00) Dollars 1031.54 = 22,256.54

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-one Thousand Two Hundred Twenty-five

(\$21,225.00) Dollars 1031.54 = 22,256.54

Upon the installation 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-one Thousand Two Hundred Twenty-five (\$21,225.00) Dollars + 1031.52 = 22,256.52
provided, however, that when said organ is ready for delivery or installation and such delivery or installation 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. Final payment is, in any event, immediately due upon use of the organ in service or in other public manner. Interest is 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 ten (10) days from that date. 11/7/61

10 In view of the instability of the price of expert labor and materials used in the manufacture of organs it is further agreed that at the time when the actual building of the organ is to begin, the amounts to be paid by the Purchaser under paragraph 9 (exclusive of any amounts already paid) shall be adjusted as follows:—

a. For each full one (1%) per cent increase in the Builder's cost of productive labor over such cost existing at the date of this contract, the amounts to be paid shall be increased six-tenths of one per cent (.6%), and for each full one (1%) per cent increase in the Builder's cost of principal materials (i.e. tin, lead, zinc and lumber), such amount to be paid shall be increased four-tenths of one per cent (.4%).

b. For each full one (1%) per cent decrease in the Builder's cost of labor under such cost existing at the date of this contract, the amounts to be paid shall be decreased six-tenths of one per cent (.6%), and for each full one (1%) per cent decrease in the Builder's cost of said materials such amount to be paid shall be decreased four-tenths of one per cent (.4%).

c. The Builder shall notify the Purchaser of the adjustment provided for above before actual construction of the organ begins. In the event price adjustment is necessary under the terms of paragraph 10a, the Purchaser may elect to re-negotiate the attached specifications to maintain

a total contract price of \$86,000.
11 Final payment shall not be withheld on account of minor adjustments for which the Builder is liable hereunder.

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 This contract shall be interpreted under and governed by the laws of the Commonwealth of Massachusetts.

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

27th

day of.....

JANUARY

19...58.

AEOLIAN-SKINNER ORGAN COMPANY, INC.

By.....

John D. Spruell

VICE PRESIDENT

Witness

Margaret M. Lynch

EASTERN MICHIGAN COLLEGE

(Purchaser)

By.....

Lynn M. Bartlett

Lynn Bartlett, Secretary
State Board of Education

Witness

Chris H. Magnusson

Aolian-Skinner Organ Company

Organ Architects and Builders

Church Residence Auditorium University

Skinner Organs

Aolian Organs

Boston, Mass., January 15, 19 58.

SPECIFICATION OF AN ORGAN PREPARED FOR

ALEXANDER MEMORIAL ORGAN
EASTERN MICHIGAN COLLEGE
Ypsilanti, Michigan

2 3/4" Press.

GREAT ORGAN

EXPOSED

PIPES

16'	Principal	#33 (8' = #44)	LOWER 10 front	61	see front pipe order
8'	Principal	#43 (4' = #54)		61	
8'	Flute	12 wood (8' C = 7 5/16" x 6 1/4" BB = 5 1/16" x 4 13/16")	Felted slides 4' = #51, 2' = #62	61	
8'	Spitzflöte	#45 (4' = #54; 2' = #64)	Tapered	61	
4'	Octave	#55		61	
4'	Flute	#57 (2' = #64)		61	
2'	Octave	#69		61	Lower 22 - front 2 3/4" Press.
	Cornet	(V Rks.) (T.F.)	See below	(215) - 220	
	Mixture Major	(IV Rks.)		244	
	Mixture Minor	(III - IV Rks.)		(235) - 232	
8'	Trumpet	#3 English		61	
4'	Clarion	#3 English		61	
	Great Unison				
	Swell to Great	8'			
	Positiv to Great	8'			

SWELL ORGAN

3 1/4" Press.

16'	Bourdon	24 wood (16' = 7 1/16" x 6 1/8"; 8' = 5 1/16" x 4 1/4")	4' = #60	68	
8'	Geigen Diapason	#45		68	
8'	Flûte Harmonique	12 wood (8' C = 7 1/2" x 6 7/16" BB = 4" x 3 3/8")	4' = #61, 2' = #65	68	
8'	Stopped Flute	12 wood (8' = 6 5/8" x 5 5/8"; BB = 4 3/16" x 3 13/16")	4' = #55, 2' = #66	68	
8'	Gambe	#53		68	
8'	Voix Céleste	#60-67 (Our bass)	4' = #67	68	
8'	Flauto Dolce	#56 (4' = #62, 2' = #71)	Tapered	68	
8'	Flûte Céleste	(T. C.) #62 (2' = #71)	Tapered	56	
4'	Principal	#57		68	

SWELL ORGAN (Cont.)

PIPES

4'	Blockflöte #52 (2'=#59, 1'=#69) Tapered	68
2 2/3'	Nasat #60 (1 1/3'=#68) Tapered	61
2'	Nachthorn #63 (1'=#72, 6"=#84)	61
	Mixture (V - VI Rks.) see other sheet	(354) - 356
16'	Bombarde 4"	68
8'	Trompette Harmonique #3 Ham. @ #32 Fr.	68
8'	Oboe Com. English	68 X
4'	Clairon Harmonique #3 Ham. @ #32 Fr.	68
	Tremulant	
	Swell 16'	
	Swell Unison	
	Swell 4'	

POSITIV ORGAN

2 1/2" - 2 3/8" Press.
EXPOSED

16'	Quintaden #41 (8'=#52, 4'=#64, 2'=#75)	61
8'	Principal #46 (4'=#57, 2'=#69)	61 - Lower 23 - front 2 3/4" Press.
8'	Gedackt 12 wood = #1 Bass 4'=#57	61
8'	Gemshorn #50 (4'=#61) Tapered	61
4'	Octave #57	61
4'	Rohrflöte #57	61
2'	Octave #71 (1'=#84)	61
2'	Waldflöte #65 (1'=#76)	61
1 1/3'	Larigot #73	61
7 1/2'	Sesquialtera (III Rks.) (T.C.) 2 2/3'=#74; 1 1/5'=#81	98
6'	Mixture (III - IV Rks.) see other sheet	239 (244) - 239
5 1/2'	Scharf (III Rks.) see other sheet	183
7'	Cromorne Com.	61
	Tremulant	
	Positiv Unison } ONE KNOB	
	Positiv 4'	
	Swell to Positiv 8'	

Scant 3" Press.

PEDAL ORGAN			PIPES
	32'	Bourdon $CCC = 18\frac{1}{4}'' \times 16\frac{5}{8}''$ Spec. Scale	32 - 4" Press
	* 16'	Principal $CCC = 13\frac{3}{16}'' \times 10\frac{1}{16}''$ Spec. Scale	32
	* 16'	Sub Bass $CC = 11\frac{1}{8}'' \times 8\frac{1}{16}''$ Spec. Scale	32
	16'	Bourdon (Swell)	-
PIT 1	* 8'	Octave #42	32 Lower 10 - front 2 3/4" Press
PIT 2	* 8'	Flute #44 (4' = #54; 2' = #65) Tapered	32
	8'	Bourdon (Swell)	-
PIT 1	* 4'	Octave #54	32
PIT 2	* 4'	Chimney Flute #57 (2' = #67)	32
	4'	Bourdon (Swell)	-
PIT 2	* 2'	Koppelflöte #61 (1' = #74; 6" = #88)	32
PIT 1	* 2'	Rauschpfeife (II Rks.) $2\frac{2}{3}' = \#64$; 2' = #68	64
PIT 1	* 1'	Mixture 2' = #69; (V Rks.) $1\frac{1}{3}' = \#74$; 1' = #81; $\frac{3}{4}' = \#86$ $\frac{1}{2}' = \#93$	160
PIT 3	16'	Trombone 6"	32
PIT 3	8'	Trumpet #2 French	32
PIT 3	8'	Bassoon Com. 1/2 length Fagot	32
PIT 3	4'	Clarion #2 French	32
Pedal Unison			} 4" Press
Swell to Pedal 8'			
Great to Pedal 8'			
Positiv to Pedal 8'			

COUPLERS - To be located in stop jambs as listed above.

* Exposed

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

SWELL	- 1,2,3,4,5,6,7,8	Pedal to Manual On & Off; Swell to Master On & Off	<i>on knobs</i>
GREAT	- 1,2,3,4,5,6,7,8	Pedal to Manual On & Off; Swell to Master On & Off	
POSITIV	- 1,2,3,4,5,6,7,8	Pedal to Manual On & Off; Pos. to Master On & Off	
PEDAL	- 1,2,3,4,5,6,7,8	Toe Studs - Pedal to Master On & Off	<i>1-2-3 & 5</i>
MASTER	- 1,2,3,4,5,6,7,8	Pistons <i>Toe Studs</i>	<i>the studs</i>
GENERAL	- 1,2,3,4,5,6,7,8,9,10	Pistons, partially duplicated by toe studs.	<i>1-2-3-4-5-6-7 toe studs</i>

General Cancel

MECHANICALS

- ✓ Swell Expression
- ✓ Crescendo, with light indicator; crescendo inactive On & Off
- ✓ Sforzando, reversible, piston and toe pedal, with light indicator
- ✓ 32' On and Off, reversible piston and toe pedal, actuating knob
- ✓ Manual 16' Stops Off (blind), reversible piston & ~~Toe indicator~~ *KNOB*
- ✓ Swell Reed Cancel piston
- ✓ Great Reed Cancel Piston
- ✓ Pedal Reed Cancel toe pedal
- ✓ Swell to Great Reversible piston & *the stud*
- ✓ Positiv to Great Reversible piston & *the stud*
- ✓ Swell to Pedal Reversible toe pedal
- ✓ Great to Pedal Reversible toe pedal
- ✓ Positiv to Pedal Reversible toe pedal & *PISTON*
- ✓ Couplers to Crescendo and Full Organ, On and Off
- ✓ POS-GR REVERSIBLE PISTON & TOE STUD
- English keys fitted with tracker touch

Console ^{may} be movable (but not detachable) *✓*

~~GRAND UNISON REVERSIBLE TOE PEDAL~~ *✓*

~~PEDAL UNISON REVERSIBLE TOE PEDAL~~ *✓*

~~COUP & FULL ORGAN ON/OFF & CANCEL~~

AEOLIAN-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.

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.

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 or rectifier 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 and between the blower outlets and the basement reservoirs; 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.

It is intended that the Unenclosed divisions of the organ be installed on the present stage and that the pipes of these divisions be functionally displayed. No special pipe construction or finishes (such as front display pipes) or casework enclosure is included. Design layout will be submitted to the Purchaser for approval before construction is started. Layout of console is subject to approval of Purchaser.

B. Bunch

April 26, 1960

Pipeshop
Reed Voicing
Pipesetting
Shipping

RE: 1348 Reeds

The following reeds are to be made and set and voiced:

GREAT

2 3/4" pressure 8' Trumpet 61 pipes #3 English
4' Clarion 61 pipes #3 English

SWELL

3 1/4" " B 16' Bombarde 68 pipes 4" at CCG, #4 from CC *Flr*
8' Trompette Harm. 68 pipes #3 French, harmonic from #32 *Ry*
** 8' Oboe 68 pipes C English
4' Clairon 68 pipes #3 English, harmonic from #32 *Ry*

POSITIV

2 1/2" " 8' Cromorne 61 pipes Common

PEDAL

scant 4" (1) P. 16' Trombone 32 pipes 5" French #3 *PR* 5' *Eng*
8' Trumpet 32 pipes #2 French #3 *ENG*
8' Bassoon 32 pipes Regular slenght Fagotte
4' Clarion 32 pipes #2 French 4.5 *Eng*

CONTRACT NO. 1348 - EASTERN MICHIGAN COLLEGE - YPSILANTI, MICHIGAN

<u>GREAT ORGAN</u>		(Exposed)	2 3/4" Pressure	<u>PIPES</u>
16'	Principal	#33 scale		12
		CCC	} 33 scale	
		CCC#		
		DDD		
		DDD#	} 36 scale	
		EEE		
		FFF		
		FFF#	} 40 scale	
		GGG		
		GGG#		
		AAA	} 42 scale	
		AAA#		
		BBB		
		BBB#	} 43 scale	
		BBB		
		BBB#		
8'	Trumpet	#3 English		61
4'	Clarion	#3 English		61
8'	Flute	12 wood, special scale (See separate sheet)		12
<u>SWELL ORGAN</u>		3 1/4" Pressure		
16'	Bourdon	24 wood special scale (see separate sheet)		24
8'	Flute Harmonique	12 wood special scale (see separate sheet)		12
8'	Stopped Flute	12 wood special scale (see separate sheet)		12
8'	Voix Celeste	#60 to 67 scale		12
16'	Bombarde	4" scale		68
8'	Trompette Harmonique	#3 French Horn @ #32		68
8'	Oboe	Common English		68
4'	Clarion Harmonique	#3 French Horn @ 32		68

1348

POSITIV ORGAN

Arachon 8! Gedackt

R. 2. 8' Cromorne

2 1/2" Pressure

our #1 Bass wood

Common

PIPES

12

61

PEDAL ORGAN

Scant 3" Pressure

32' Bourdon

special scale wood (see separate sheet) 32
use old pipes if possible 4" Pressure

16' Principal

wood special scale (see separate sheet) 32

16' Sub Bass

wood special scale (see separate sheet) 32

16' Trombone

6" scale French 32

g' Trumpet

#2 French 32

8' Bassoon

regular 1/2 length Fagot 32

4' Clarion

#2 French 32

All
reeds
4"
Pressure

(R)

3

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1348