

(ORIGINAL)

SMITH, HINCHMAN & GRYLLS

File No. 4873

800 Marquette Building

Order No. 13491

Detroit, Mich., October 30, 1925

M Skinner Organ Company,

Boston Mass.

Please enter the following order to be charged to the
account of Jefferson Ave. Presbyterian Society
Detroit, Mich.

DESCRIPTION

PRICE

In connection with your contract for organ
for the Jefferson Ave. Presbyterian Church -

For additional display pipes for organ front

PRICE \$ 1,970.00

This order is based on attached letter of Skinner Organ Co. dated
August 13, 1925 and verbal approval of Mr. J. T. Shaw for Owners to
Mr. Grylls of Smith, Hinchman and Grylls.

Terms of payment are to be as per contract.

Send bills in TRIPLICATE to us for approval.

Yours very truly,

SMITH, HINCHMAN & GRYLLS

By

H M Grylls

HWM:MR.

OK

CONTRACT

1 Articles of Agreement made this First day of April 1924, by and between the SKINNER ORGAN COMPANY, INC. of BOSTON, MASSACHUSETTS hereinafter called the Builder and Horace E. Dodge Jr. hereinafter called the Purchaser.

2 For, and in Consideration of the sum of FORTY NINE THOUSAND EIGHT HUNDRED (\$49,800.00) 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 most thorough and artistic manner, and install it in The Jefferson Avenue Presbyterian Church, Detroit, Michigan. complete in every detail and fully warranted, estimated on or about

May 1, 1925 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 his workmen during the installation. The Purchaser further agrees to assume all risk of damage to the organ by fire, lightning, water or tornado 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 their 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, 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 and dust 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 such noise as to interfere with tuning, the losses in time and expense caused by the lack of proper and reasonable 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, posts, etc., and shall hold the Builder harmless from such changes or obstructions.

SKINNER ORGAN COMPANY, INC.

ORGAN ARCHITECTS AND BUILDERS FOR CHURCHES, ACADEMIES, THEATERS AND RESIDENCES

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 Forty Nine Thousand Eight Hundred (\$49,800.00) Dollars

as follows:—

ten (10%)

When the contract is signed, ~~twenty-five (25%)~~ per cent. of the total contract price amounting to Four Thousand Nine Hundred and Eighty Dollars (\$4,980.00)

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 Twelve Thousand Four Hundred and Fifty (\$12,450.00) Dollars.

(40%) Upon the delivery at the above named building of the principal portion of said organ, ~~twenty-five (25%)~~ ^{forty} per cent. of the total contract price amounting to Nineteen Thousand Nine Hundred and Twenty (\$19,920.00) Dollars.

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, and when accepted, the balance of said contract price, to wit, the sum of Twelve Thousand Four Hundred and Fifty Dollars (\$12,450.00)

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

10 Final payment is immediately due upon use of the organ in service or in other public manner.

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 upon such payment said organ shall become the property of the Purchaser.

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 Second day of April 1924.

SKINNER ORGAN COMPANY, INC.

By

Wm E French
Vice President.

Witness

Samuel H. Forrer

Witness

Arac E Dodge Jr.
Purchaser

SKINNER ORGAN COMPANY, INC.

ORGAN ARCHITECTS AND BUILDERS FOR CHURCHES, AUDITORIUMS, THEATRES AND RESIDENCES

Detroit, Michigan, April 1st, 1924.

SPECIFICATION OF AN ORGAN PREPARED FOR

JEFFERSON AVENUE PRESBYTERIAN CHURCH,
Detroit, Michigan

<u>GREAT ORGAN</u>	<u>PIPS</u>
16' Diapason	73
8' 1st Diapason	73
8' 2nd Diapason	73
8' Claribel Flute (Large)	73
8' Erzähler	73
4' Octave	73
4' Flute	73
2 2/3' Twelfth	61
2' Fifteenth	61
8' Tromba	73
4' Clarion	73
16' Ophicleide +	122
8' Tuba) From Solo Organ	61
4' Tuba Clarion)	61
Chimes (From Echo)	61
<u>SWELL ORGAN</u>	
16' Bourdon	73
8' First Diapason	73
8' Second Diapason	73
8' Clarabella	73
8' Gedeckt	73
8' Flauto Dolce	73
8' Flute Celeste	61
8' Voix Celeste (two ranks)	146
8' Gamba	73

Shop spec. checked
by Mr. W. J. W.
3/11/24

SWELL ORGAN CONTINUED -

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PIPES

8' Aeoline	73
8' Unda Maris	61
4' Flute	73
4' Unda Maris (II Rks)	122
4' Octave	73
2' Flautino	61
Mixture (IV Rks.) <i>V? 2ms</i>	244
16' Posaune	73
8' Cornopean	73
8' Flugel Horn	73
4' Clarion	73
8' Vox Humana	73
Tremolo	

CHOIR ORGAN

16' Gamba	61
8' Diapason	61
8' Concert Flute	61
8' Kleine Erzähler (II Rks.)	122
4' Flute	61
2 2/3' Nazard	61
2' Piccolo	61
8' Clarinet	61
8' Orchestral Oboe	61
8' Harpe)	
4' Celeste)	61 bars.

Tremolo

SOLO ORGAN

8' Stentorphone	73
8' Gamba	73
8' Gamba Celeste	73
8' French Horn	73
8' English Horn	73

16' Ophicleide	73
8' Tuba	73
4' Tuba Clarion	73
8' Tuba Mirabilis (20 inch)	73

Tremolo

ECHO ORGAN

8' Chimney Flute	61
8' Voix Celeste (II Rks.)	122
4' Flute	61
8' Vox Humana	61
8' Diapason	73
8' Tromba	73

Tremolo

PEDAL ORGAN - Augmented

16' Diapason	32
16' Diapason (From Great)	
16' Violone	32
16' Bourdon	32
16' Echo Bourdon (From Swell)	
16' Gamba (From Choir)	
16' Passaune (From Swell)	
8' Octave	12
8' Cello	12
8' Gedeckt	12
8' Still Gedeckt (From Swell)	
4' Super Octave	12
4' Flute	12
2' Piccolo	12
32' Bombarde	12
16' Trombone	32
8' Tromba	12
4' Clarion	12

DETAILS OF CONSTRUCTION

Chimes -25 notes placed in Echo Organ and playable from Solo, Great, and Pedal.

COUPLERS: within five years.

Swell to Great)
Choir to Great)
Swell to Choir)
Solo to Great) Unison
Solo to Choir)
Great to Solo)
Swell to Solo)

Swell to Swell 4')
Swell to Swell 16')
Swell to Great 4')
Swell to Great 16')
Swell to Choir 4')
Swell to Choir 16')
Choir to Choir 4')
Choir to Choir 16') Octave
Choir to Great 4')
Choir to Great 16')
Solo to Solo 4')
Solo to Solo 16')
Solo to Great 4')
Solo to Great 16')

Swell to Pedal)
Great to Pedal)
Choir to Pedal)
Solo to Pedal) Pedal
Swell to Pedal 4')
Choir to Pedal 4')
Solo to Pedal 4')

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

GREAT - 1-2-3-4-5-6
SWELL - 1-2-3-4-5-6-7-8
CHOIR - 1-2-3-4-5-6
SOLO & ECHO - 1-2-3-4-5-6-7-8
PEDAL - 1-2-3-4-5-6

GENERAL - 1-2-3-4-5-6 - operating all stops and couplers.

MECHANICALS:

Swell Expression Pedal
Choir Expression Pedal
Solo & Echo Expression Pedal
Crescendo Pedal
Sforzando by Reversible piston and Pedal.
Reversible Great to Pedal by Piston & Pedal.
" Swell " "
" Choir " " "
" Solo " " "
Octave Couplers Off
All Swells to Swell
General Cancel.

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 oak, or of any other 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 instal an electric blowing plant, consisting of a motor, blower, remote control self-starter 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 with the power current, instal a No. 14 wire from the console to the self-starter, do all cutting of floors, partitions, etc., and the running of required conduits and wind conductors from the blower 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.

No organ case or front display pipe work is included in this estimate.