

CONTRACT

1 Articles of Agreement made this 11 day of April 1938,
 by and between the AEOLIAN-SKINNER ORGAN COMPANY, INC., of BOSTON,
 MASSACHUSETTS, hereinafter called the Builder and CHRIST CHURCH PARISH,
TEXAS AVENUE AND FANNIN STREET, HOUSTON, TEXAS.
 hereinafter called the Purchaser.

2 For, and in Consideration of the sum of TWENTY-ONE THOUSAND ONE HUNDRED NINETY
(\$21,190.00)
 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 Christ Church,
Houston, Texas.

complete in every detail and fully warranted, estimated on or about October 10, 1938

.....
 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 such
 organ or in any other manner levied on the manufacture 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 con-
 tracted 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 inter-
 state commerce to the State of TEXAS 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 re-
 ferred 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 erec-
 tion men once start their work, they are interrupted by other workmen creating rubbish and dust, or mak-
 ing 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.....

TWENTY-ONE THOUSAND ONE HUNDRED NINETY (\$21,190.00) DOLLARS

as follows:—

When the contract is signed, ~~twenty-one (21%)~~ ^{ten (10%)} per cent. of the total contract price amounting to.....

TWENTY-ONE HUNDRED AND NINETY (\$2190.00) DOLLARS

On completion payment of Thirty-one hundred seven Dollars and Fifty Cents (\$3107.50) cash and a note for the balance amounting to Fifteen Thousand Eight hundred ninety-two Dollars and Fifty Cents (\$15,892.50). This note to bear five (5%) per cent interest ^{nd to be due on or before January 5, 1939.} It is distinctly understood that on the maturity of this note only one-third of the amount is to be paid in cash and two-thirds to be paid by a note for one year with interest at five (5%) per cent. On maturity of this second note, it is understood that one-half of the principal is to be paid in cash and the balance to be paid by a third note for one year with interest at five (5%) per cent. Interest to be paid at the maturity of each note.

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

10 Final ^{Cash} 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%)~~ ^{five (5%)} 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.....

11 day of April 1938

AEOLIAN-SKINNER ORGAN COMPANY, INC.

By [Signature]
Vice-President

Witness

Mary G. McGaffigan

CHRIST CHURCH, Houston, Texas.

(Purchaser)

By James P. DeWolfe
Rector

Witness

Edward B. Gammons

Aolian-Skinner Organ Company INC.

Organ Architects and Builders

Church Residence Auditorium University

Skinner Organs

Aolian Organs

Boston, Mass., April 4,
4-4-38-B

1938

SPECIFICATION OF AN ORGAN PREPARED FOR

CHRIST CHURCH,
Houston, Texas.

	<u>GREAT ORGAN</u>	<u>PIPES</u>
600	16' Violon	61
300	8' Principal	61
300	8' Gemshorn	61
350	8' Bordun	61
250	4' Principal	61
200	4' Rohrflöte	61
250	2 2/3' Quinte	61
200	2' Super Octave	61
450	Mixture (IV Rks.)	244
400	Chimes	25
	<u>SWELL ORGAN</u>	
350	8' Geigen	73
350	8' Viole de Gambe	73
350	8' Viole Celeste	73
350	8' Echo Salicional	73
350	8' Stopped Diapason	73
250	4' Octave Geigen	73
250	4' Traverse Flöte	73
250	4' Fugara	73
200	2' Octavin	61
350	Grave Mixture (III Rks.)	183
350	Plein Jeu (III Rks.)	183
600	16' Basson	73
400	8' Trumpet	73
400	8' Hautbois	73
<u>8250</u>		

SWELL ORGAN - (Cont'd.)

PIPES

300	4' Clairon	73
400	8' Vox Humana	73
	Tremulant	

POSITIV ORGAN

350	8' Koppel Gedackt	61
250	4' Nachthorn	61
250	2 2/3' Nasat	61
200	2' Blockflöte	61
200	1 3/5' Tierce	61
200	1' Siffflöte	61
312	Cymbel (III Rks.)	183
	Tremulant	

CHOIR ORGAN

450	16' Quintaton	73
350	8' Viola	73
350	8' Concert Flute	73
350	8' Dolcan	73
300	8' Dolcan Celeste	61
250	4' Zauberflöte	73
200	2' Flageolet	61
400	8' Corno di Bassetto	73
400	8' Trompette en Chamade	73
	Tremulant	

PEDAL ORGAN

650	16' Principal	32
200	16' Violon (Great)	
200	16' Quintaton (Choir)	
450	16' Bourdon	32
850	8' Octave	32
100	8' Violoncello (Great)	

7150

PEDAL ORGAN - (Cont'd.)

PIPES

	100	8' Quintaton (Choir)	
350		8' Gedackt Pommer	32
300		5 1/3' Quinte	32
250		4' Nachthorn	32
200		2' Blockflöte	32
450		Mixture (IV Rks.)	128
<u>750</u>	700	16' Posaune	32
	200	8' Trumpet	12
	100	4' Clarion	12
	<u>1100</u>	Chimes (Great)	

C O U P L E R S

Swell to Great)	
Swell to Choir)	
Great to Swell)	
Great to Choir)	
Choir to Swell)	Unison
Choir to Great)	
Positiv to Swell)	
Positiv to Great)	
Swell to Great	4')	
Swell to Great	16')	
Swell to Choir	4')	
Swell to Choir	16')	Choir on Great
Swell to Swell	4')	Positiv on Great
Swell to Swell	16')	Great on Positiv
Swell Unison Off)	Positiv Manual I alone
Choir to Choir	4')	Choir Manual I alone
Choir to Choir	16')	Choir & Positiv on Manual I
Choir Unison Off)	
Choir to Great	4')	
Choir to Great	16')	
Positiv to Great	16')	
Swell to Pedal)	
Great to Pedal)	
Choir to Pedal)	
Positiv to Pedal)	Pedal
Swell to Pedal	4')	
Choir to Pedal	4')	

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

GREAT	- 1,2,3,4,5,6,7,8,0	- Pedal to Manual On and Off
SWELL	- 1,2,3,4,5,6,7,8,0	- " " " " " "
CHOIR-POSITIV	- 1,2,3,4,5,6,7,8,0	" " " " " "
PEDAL	- 1,2,3,4,5,6	
COUPLERS	- 1,2,3,0	
GENERAL	- 1,2,3,4,5,6,7,8,0	- Duplicated by toe studs

A selection of Manual Pistons to be duplicated by Pedal Studs - same to be determined upon later.

General Cancel

REVERSIBLES

~~16'~~ and 16' stops off
16' Couplers off
Reeds Off
Mixtures Off
Swell to Pedal
Great to Pedal
Choir to Pedal
Positiv to Pedal
Swell to Great
Choir to Great
Positiv to Great
Swell to Choir
~~Swell Tremulant~~
~~Choir Tremulant~~

MECHANICALS

~~Swells~~
Swell Expression
Choir Expression
Crescendo
Sforzando