

No. \_\_\_\_\_

Agreement between

SKINNER ORGAN CO., INC.

and

*S. Philip Church*

\_\_\_\_\_

\_\_\_\_\_

Date of Contract \_\_\_\_\_

Date of Completion \_\_\_\_\_

# Skinner Organ Company

Organ Architects & Builders for Churches, Auditoriums, Theatres and Residences

Boston, Mass.

ARTHUR HUDSON MARKS, PRESIDENT  
ERNEST M. SKINNER, VICE PRES.  
WILLIAM EDWARD ZEUCH, VICE PRES.  
GEORGE L. CATLIN, TREASURER  
GEORGE O. KINGSBURY, SECRETARY  
WALTER G. KEATING, ASST. TREAS.  
G. DONALD HARRISON, ASST. GEN. MGR.

FACTORIES AT  
DORCHESTER, MASS  
WESTFIELD, MASS

April 11, 1930.

Rev. D. L. Dillon,  
St. Phillip's Church,  
Battle Creek, Michigan.

Reverend and dear Sir:-

We are enclosing herewith original bill of lading covering shipment of organ parts for the above church, which shipment left here on April 9th via the Boston and Albany R. R., routed N.Y.C.-M.C., in car initial B. & A. - car number 36965, "Charges Prepaid."

May we request that you turn this bill of lading over to some local trucking concern requesting that they arrange for delivery to the church.

If you will request them to send invoice to us for such handling of this shipment, we will see that check is forwarded at once.

Also, will you kindly arrange for the matter of insurance as provided for in the contract upon delivery at the building. For this purpose we would suggest an amount of not less than \$19,940.00. Will you kindly let us know when this has been placed, so that we may mark our records accordingly.

The men are due to arrive in Battle Creek Wednesday to commence installation. This work will probably take from four to five weeks, if conditions are favorable at the church.

Yours very truly,

SKINNER ORGAN COMPANY

*W. G. Keating*  
Asst. Treasurer

MBL  
Encl.

# CONTRACT

1 Articles of Agreement made this 8th day of May 1929,  
by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS

hereinafter called the Builder and St. Phillips Roman Catholic Church,

Battle Creek, Michigan,

hereinafter called the Purchaser.

2 For, and in Consideration of the sum of Nineteen Thousand Nine Hundred and

Forty (\$19,900.00)

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 most thorough and artistic manner, and install it

in St. Phillips Roman Catholic Church, Battle Creek, Michigan,  
complete in every detail and fully warranted, estimated on or about

March 1, 1930.

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.

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 Nineteen Thousand Nine Hundred and Forty (\$19,940.00) Dollars,

as follows:— ten (10%)  
When the contract is signed, ~~twenty-five (25%)~~ per cent. of the total contract price amounting to \$1,994.00

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 \$4,985.00

Upon the delivery at the above named building of the principal portion of said organ, ~~twenty-five (25%)~~ <sup>forty (40%)</sup> per cent. of the total contract price amounting to \$7,976.00

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 \$4,985.00

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

8th day of May 1929 .

SKINNER ORGAN COMPANY, INC.

Witness By Wm E Guech  
Vice-President.

Witness St. Philip's Roman Catholic Church  
John D. L. Dillon, Pastor Purchaser

# SKINNER ORGAN COMPANY, INC.

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

Boston, Massachusetts, May 7, 1929.

## SPECIFICATION OF AN ORGAN PREPARED FOR

ST. PHILLIPS ROMAN CATHOLIC CHURCH  
Battle Creek, Mich.

<u>GREAT ORGAN</u>	<u>PIPES</u>
16' Bourdon (Pedal Extension)	17
8' First Diapason	61
8' Second Diapason	61
8' Flute Harmonique	61
4' Octave	61
Grave Mixture (II Rks.)	122
<u>SWELL ORGAN</u>	
8' Diapason	73
8' Rohrflute	73
8' Echo Salicional	73
8' Echo Salicional Celeste	73
4' Flute Triangulaire	73
Mixture (III Rks.)	183
16' Waldhorn	73
8' Trumpet	73
4' Clarion	73
8' Flugel Horn	73
8' Vox Humana	73
Tremolo	
<u>CHOIR ORGAN</u>	
16' Contra Gamba	73
8' Cello	73
8' Concert Flute	73

CHOIR ORGAN - (Cont'd.)

PIPES

8' Dulciana	73
8' Unda Maris	61
4' Flute d'Amour	73
8' Corno di Bassetto	73
8' Harp )	
4' Celesta ) 61 notes	
Tremolo	

PEDAL ORGAN - Augmented

16' Diapason	32
16' Bourdon	32
16' Contra Gamba (Choir)	
8' Octave	12
8' Gedeckt	12
4' Flute	12

C O U P L E R S

Swell to Great )	
Choir to Great )	Unison
Swell to Choir )	
Swell to Swell 4' )	
Swell to Swell 16' )	
Swell to Great 4' )	
Swell to Great 16' )	
Choir to Choir 4' )	Octave
Choir to Choir 16' )	
Swell to Choir 4' )	
Swell to Choir 16' )	
Choir to Great 4' )	
Choir to Great 16' )	
Swell to Pedal )	
Choir to Pedal )	Pedal
Great to Pedal )	
Swell to Pedal 4' )	

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

GREAT - 1-2-3-4-5

SWELL - 1-2-3-4-5

CHOIR - 1-2-3-4-5

PEDAL - 1-2-3-4-5

GENERAL - 1-2-3-4 affecting all stops and couplers.

MECHANICALS

Great to Pedal Reversible

Sforzando - Reversible by piston and pedal

Crescendo Pedal

Swell Expression

Choir Expression

General Cancel

Master Piston Adjustor

# SKINNER ORGAN COMPANY, INC.

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## 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 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.

All basses of the larger winded stops on separate chests.

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 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 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.