

CONTRACT BOND
ORGAN AND ELECTRIC BLOWING PLANT,
QUEEN OF THE HOLY ROSARY CATHEDRAL,
TOLEDO, OHIO.

KNOW ALL MEN BY THESE PRESENTS, That we, SKINNER ORGAN COMPANY, INC., a Corporation, of Boston, Massachusetts, as Principal, hereinafter called the Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as Surety, hereinafter called the Surety, are held and firmly bound unto SAMUEL A. STRITCH, BISHOP OF TOLEDO, OHIO, hereinafter called the Purchaser, in the sum of Fifty Thousand (\$50,000.00) Dollars, for the payment whereof the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written Agreement dated January 18th, 1930, entered into a contract with the Purchaser to furnish, erect and install an Organ and Electric Blowing Plant for QUEEN OF THE HOLY ROSARY CATHEDRAL, at Collingwood Ave. and Islington St., Toledo, Ohio, according to Specifications and Detail of Construction as prepared by SKINNER ORGAN COMPANY, Inc., a copy of which Agreement is by reference made a part hereof.

NOW THEREFORE, the Condition of this Obligation is such that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims, obligations and demands incurred for the same, and shall fully indemnify and save harmless the Purchaser from all cost and damage which he may suffer by reason of failure so to do, and shall fully reimburse and repay the Purchaser all outlay and expense which the Purchaser may incur in making good any such default, and shall promptly pay when due all claims for labor performed and materials, machinery or fuel furnished in the performance of said Contract either for said Principal or any subcontractor thereunder, -- we agreeing and hereby assenting that this undertaking shall be for the benefit of such third persons so performing labor or furnishing such material, machinery or fuel, having a just claim therefor, as well as the Purchaser herein -- and shall indemnify said Purchaser against any defects that may appear in said work within one (1) year from the acceptance of the same, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Failure or neglect, on the part of Principal or the Purchaser to comply in whole or in part, with any of the requirements of the lien laws or other laws of Ohio, shall not release the Surety herein or in any manner whatever affect their liability and obligation hereunder.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after twenty (20) months from this day on which the final payment under the Contract falls due.

And provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Purchaser of any extension of time for the performance of the Contract, or any release or advancement to the Principal of retained proportion or percentage of the estimates as may be given or made by the Purchaser when in the Purchaser's judgment such release or advancement is deemed necessary to facilitate or promote performance of said Contract, or any other forbearance on the part of either the Purchaser or the Principal to the other shall not in any way release the Principal and the Surety, or either or any of them, their successors or assigns, from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

Signed and Sealed this 22d day of January, 1930, at Toledo, Ohio.

SKINNER ORGAN COMPANY CO. (INC) Principal

by George L. Catlin, Treas.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

by Lawrence W. Moore, Res. Vice Pres.
Mary M. Henchey, Res. Asst. Secretary

Countersigned at Cleveland
 Ohio, this 23rd day of January
 1930

By F. B. Owen
 Attorney-in-fact

CONTRACT
ORGAN AND ELECTRIC BLOWING PLANT
QUEEN OF THE HOLY ROSARY CATHEDRAL,
TOLEDO, OHIO.

THIS AGREEMENT made this 18th day of January in the year Nineteen Hundred and Thirty (1930) by and between the SKINNER ORGAN COMPANY, INC., a corporation, of Boston, Massachusetts, hereinafter called the Builder, and SAMUEL A. STRITCH, Bishop of Toledo, Ohio, hereinafter called the purchaser, WITNESSETH, that the Builder and the Purchaser for the considerations herein-after named, agree as follows:

1. The said Builder agrees to build an Organ according to Specifications hereto annexed, in a most thorough and artistic manner, and install such Organ, togetherwith Electric Blowing Plant, consisting of Motor, Blower, Self-Starter and Generator, all of ample size to meet any demand which may be made thereon by the instrument, in QUEEN OF THE HOLY ROSARY CATHEDRAL, Toledo, Ohio, according to such Specifications and Details of Construction as prepared by SKINNER ORGAN COMPANY, Inc., Builder aforesaid, all complete in every detail and fully warranted for a term of five (5) years; and to do everything required by this contract, the Specifications and Details of Construction, each of which are identified by the signatures of the parties hereto, and are hereto attached.

2. Builder agrees to commence work on the manufacture of said Organ promptly and to install the same as soon as said Cathedral Building is ready to receive it, but not until all rubbish and dirt has been removed from such building -- estimated on or about October 1st, 1930.

3. Builder shall transport and deliver the portions and parts of said Organ at the QUEEN OF THE HOLY ROSARY CATHEDRAL, Toledo, Ohio, at its own cost, and without any additional expense or cost to the Purchaser.

4. 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.

The Purchaser agrees to take out and carry insurance on the portions and parts of said Organ while contained in said building, to insure the same for loss or damage by fire, lightning, water or tornado; such insurance to be in the amount of Forty Thousand (\$40,000.00) Dollars and to be carried in good reliable companies, for the benefit of the parties hereto as their respective interests may appear; and Purchaser agrees to pay the premium for said insurance.

5. 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.

6. The Purchaser agrees to pay the Builder in current funds for the performance of this Contract Fifty Thousand (\$50,000.00) Dollars, and to make payments on account thereof, as follows:

a. When all portions of said Organ are manufactured and ready to assemble in the factory of the Builder, the sum of Five Thousand (\$5000.00) Dollars;

b. Upon delivery at the above named QUEEN OF THE HOLY ROSARY CATHEDRAL of the portions and parts of said Organ, complete and ready for installation, the sum of Fifteen Thousand (\$15,000.00) Dollars;

OK S. A. F.

c. After the erection and installation of said Organ complete, in accordance with this Contract, Specifications and Details of Construction, and after said Organ has been examined and accepted by the Purchaser, the sum of Twenty Thousand (\$20,000.00) Dollars;

d. Within ninety (90) days after the acceptance of the completed Organ, and on condition that the Organ and Electric Blowing Plant and other accessories prove satisfactory to the Purchaser, the sum of Ten Thousand (\$10,000.00) Dollars, to be in full of any balance due the Builder.

7. No claim shall be made under this Contract for Extra Work unless such work be done pursuant to written Order signed by Purchaser.

8. The Builder and Purchaser agree that the Specifications, consisting of five (5) pages, the Details of Construction consisting of one (1) page, together with this Agreement, form the Contract, and that they are as fully a part of the Contract as if herein repeated.

9. The warranty of the Builder to make good and repair any defects in material and workmanship which may appear and develop within five (5) years and to keep said Organ in good condition, except tuning and natural wear, shall all be without cost or expense to the Purchaser.

10. THIS AGREEMENT is made on condition that the Builder shall, within thirty (30) days hereafter, give bond with a Surety Company authorized to do business in the State of Ohio as Surety, satisfactory to Purchaser as to form and surety, in the penal sum of Fifty Thousand (\$50,000.00) Dollars, for the faithful performance of this Contract. Failure to furnish and give satisfactory and acceptable bond shall render this Agreement of no further force or effect, at the sole option of the purchaser.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands this 18th day of January, 1930.

SKINNER ORGAN COMPANY, INC.

by Ernest M. Skinner
Vice President

Samuel A. Bishop
Bishop of Toledo, Ohio - Purchaser

on
G.N.J.

SKINNER ORGAN COMPANY, INC.

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

Boston, Mass., June 13, 1929.

SPECIFICATIONS OF AN ORGAN PREPARED FOR

CATHEDRAL OF OUR LADY QUEEN OF THE ROSARY,
Toledo, Ohio.

GREAT ORGAN

PIPES

16'	Double Diapason	28, 43	61	
8'	First Diapason	40 1/4	61	
8'	Second Diapason	42 2/9	61	
* 8'	Third Diapason	45 1/5	61	
8'	Harmonic Flute	new, 5 pipes larger Harmonic to go balance melodist #2 with open Bass		61
* 8'	Gedeckt	#1 2	61	
8'	Erzähler	com	61	
* 8'	Viola	5-6	61	
* 4'	Flute	#1 2	61	
4'	Octave	5-6 - 2/4	61	
2 2/3'	Twelfth	6-9	61	
2'	Fifteenth	70 - 2/4	61	
Chorus Mixture (IV Rks.) 16, 19, 22, 26, 29 — C 7			244	
Harmonics (IV Rks.) 17, 19, 21, 22 D-6			244	
16'	Trumpet) 10" cone, also bristles.) Separate pressure)	Samuel A. Skinner Pres 7/7/29	61
8'	Tromba			61
4'	Clarion			61
* In Choir Box				

SWELL ORGAN

16'	Melodia (Open to GGG)	> com 13 on 66 #2 mel	73
8'	Diapason	43 - 2/9	73
8'	Rohrflöte	com	73
8'	Flute Celeste (II Rks.)	com	134

Ship 8000 Chas
with this copy
ADP
4/14/30

SWELL ORGAN - (Cont'd.)

PIPES

8' Salicional 62	73
8' Voix Celeste 62	73
8' Echo Gamba 75	73
4' Flute Triangulaire <i>com</i>	73
4' Octave 58	73
2' Flautino 70	61
Mixture (V Rks.) 15,19,22,26,29 C 4	305
16' Waldhorn <i>com eng</i>	73
8' Trumpet " } 10	73
4' Clarion " }	73
8' Oboe d'Amore <i>com</i>	73
8' Vox Humana <i>lidl. soft</i>	73
8' Harp)	
4' Celesta) From Choir	
Tremolo	

CHOIR ORGAN

16' Gamba 50	73
8' Diapason 46 1/4	73
8' Concert Flute 71 1 1/2	73
8' Kleine Erzähler <i>com</i>	73
8' Kleine Celeste <i>com</i>	61
8' Gamba 60	73
4' Gemshorn <i>com</i>	73
4' Flute 71 2	73
2 2/3' Nazard <i>com</i>	61
2' Piccolo <i>com</i>	61
Carillon (III Rks.) 12,17,22 <i>com</i>	183
16' Fagotto <i>Orchestral type</i>	73
8' Clarinet <i>com</i>	73
8' Orchestral oboe, (little for Feb 6) <i>com</i>	

Samuel A. Sherr
Bishop of Toledo

Wm. J. 3

CHOIR ORGAN - (Cont'd.)

PIPES

8' English Horn	<i>letter for Feb 6</i>	73
8' Harp)		
4' Celesta)	61 Bars	
Tremolo		
8' Melodia	} <i>In Choir left</i> by electric transmission	73
8' Dulciana		73

SOLO ORGAN

8' Flauto Mirabilis	<i>com</i>	73
8' Gamba 5-8		73
8' Gamba Celeste 5-8		73
4' Orchestral Flute		73
8' English Horn	<i>letter for Feb 6 com (new)</i>	73
8' French Horn	<i>com</i>	73
16' Corno di Bassetto		12
8' Corno di Bassetto	<i>common no label</i>	73
8' Tuba Mirabilis	<i>25</i>	73
Tremolo		

PEDAL ORGAN - Augmented

32' Major Bass	<i>38 x 42 if possible</i>	12
16' Open Diapason (large scale)	<i>48 x 52 if possible</i>	32
16' Contra Bass	<i>com</i>	32
16' Diapason (Great)		32 Notes
16' Bourdon	<i>A 2</i>	32
16' Melodia (Swell)		12
16' Dulciana	<i>40 tapered 2 notes 1/6 minute</i>	32
16' Gamba (Choir)		32 Notes
8' Cello		12
8' Octave		12

*Samuel A. Smith
Bishop of Toledo*

EMUS

PEDAL ORGAN - Augmented (Cont'd.)

PIPES

8' Gedeckt	12
8' Still Gedeckt (Swell)	32 Notes
4' Super Octave <i>from contra Bass</i>	12
Mixture (IV Rks.) <i>K 4</i>	128
32' Fagotto (Choir) <i>CCCC 8" - 15"</i>	12
16' Trombone <i>8" x 15" pros</i>	32
16' Waldhorn (Swell)	32 Notes
8' Tromba	12
16' Fagotto (Choir)	32 Notes

C O U P L E R S

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

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

*Also by reversible pistons

*I Amund A. Stith
Bishop of Tulsa.*

Em

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

SWELL - 1,2,3,4,5,6,7,8,9,10
GREAT - 1,2,3,4,5,6,7,8,9,10
CHOIR - 1,2,3,4,5,6,7,8,9,10
SOLO - 1,2,3,4,0
PEDAL - 1,2,3,4,5,6,7,8
GENERAL - 1,2,3,4,5,6

Pedal to Manual On and Off ~~with knobs~~
2^d touch on pistons.

General Cancel

16' Stops off manuals) in key cheek
32' Stops off Pedal)
All Swells to Swell in right Great key cheek

MECHANICALS

Swell Expression

Ehoir Expression

Solo Expression

Crescendo Expression - indicators showing $\frac{1}{2}$ - $\frac{3}{4}$ with coupler cut out.

Sforzando by pedal and piston

EW

Samuel A. Smith
Bishop of Toledo.

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.

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.

PRICE: \$ 50,000.00

END

Samuel A. Smith
Pres. of Toledo

Contract Questionnaire

Date:

Jan 21, 1930

In reference to Contract No. 820

with

Lumen of the Holy Rosary
Cathedral, Toledo, O.

to which this sheet must be attached, please answer the following questions so that our records may be clear.

1. Are we committed to any commission to anybody on this contract? *no*
If so, to whom, how much and when payable?
2. Are we committed to any free organ recital? *no*
3. Is there any unsettled question regarding front pipes or grille work? *no*
Are we to submit designs or estimates for either? *no*
4. Is the organ to be installed in a new building, the completion of which is doubtful? *Est Oct 30*
5. Are the organ chambers in condition to be measured by our Engineer? *yes*
6. Are there any engineering matters which require immediate attention? *no*
7. Is there an old organ to be disposed of? *no* Does it belong to us or is the church to remove it before we start installation?
8. Give approximate dimensions of auditorium including inside height of roof. *22' x 60' x (85')*
9. Will organ be in chamber or chambers? *yes* If so, has latter good openings? *fine*
10. Is there any resonance or echo? *yes* If so, how many seconds? *4*
11. Have walls or roof been treated with acoustical material? *no they may have slight treatment on ceiling if necessary*

Please note any further information which we should have that is not embodied in the contract.

Signed by

E. M. Starnes