

# CONTRACT

1 Articles of Agreement made this Tenth day of October 1925,  
by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS  
hereinafter called the Builder and MR. W. K. KELLOGG, BATTLE CREEK, MICHIGAN.

hereinafter called the Purchaser.

2 For, and in Consideration of the sum of Twenty Four Thousand Eight  
Hundred Seventy (\$24,870.00) Dollars  
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  
residence of MR. W. K. KELLOGG, Battle Creek, Michigan.  
complete in every detail and fully warranted, estimated on or about

MAY 1st, 1926.

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.



The Purchaser, in consideration of the sum of Twenty Four Thousand Eight Hundred Seventy (\$24,870.00) Dollars

as follows:—

ten (10%)  
When the contract is signed, ~~twenty-five (25%)~~ per cent. of the total contract price amounting to  
Two Thousand Four Hundred Eighty Seven (\$2,487.00) Dollars

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

Six Thousand Two Hundred Seventeen (\$6,217.00) Dollars

forty  
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 ~~Nine Thousand Nine Hundred (40%)~~  
Forty Eight (\$9,948.00) 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 Six Thousand Two Hundred Eighteen

(\$6,218.00) Dollars

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  
10<sup>th</sup> day of October 1926

SKINNER ORGAN COMPANY, INC.

By

*Wm. E. Geuch*  
Vice President.

Witness

Witness

*Bessie Rogers*

*W. R. Mulloff*  
Purchaser



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

Boston, Mass., October 10, 1925.

## SPECIFICATION OF AN ORGAN PREPARED FOR

W. K. KELLOGG,  
Battle Creek, Mich.

### MANUAL I

	(Expression I)	PIPES
16' Bourdon		73
8' Diapason	" "	73
8' Gedeckt	" "	73
8' Salicional	" "	73
8' Voix Celeste	" "	73
8' Flauto Dolce	" "	73
8' Flute Celeste	" "	61
4' Unda Maris (II Rks.)	" "	134
8' Cornopean	" "	73
8' Harp )	" "	
4' Celesta ) 61 Bars	" "	
Tremolo		

### MANUAL II

	(Expression II)	73
8' Concert Flute	" "	73
8' Cello	" "	73
4' Flute Triangulaire	" "	73
8' French Horn	" "	73
8' Clarinet	" "	73
8' Flugel Horn	" "	73
8' English Horn	" "	73
8' Tuba (high pressure)	" "	73
8' Vox Humana	" "	73
Tremolo		

1363  
16  
49  
53  
Shop organ for church  
located with this  
copy. Wm.  
2/23/26

MANUAL III (The Stops on this manual are a duplication of the stops of Manuals I and II)

NOTES

8' Diapason	(Expression I)	73
8' Gedeckt	" "	73
8' Salicional	" "	73
8' Voix Celeste	" "	73
8' Flauto Dolce	" "	73
8' Flute Celeste	" "	61
4' Unda Maris (II Rks.)	" "	154
8' Cornopean	" "	73
8' Harp )	" "	
4' Celesta ) 61		

Tremolo

8' Concert Flute	(Expression II)	73
8' Cello	" "	73
4' Flute Triangulaire	" "	73
8' French Horn	" "	73
8' Clarinet	" "	73
8' Flugel Horn	" "	73
8' English Horn	" "	73
8' Tuba	" "	73
8' Vox Humana	" "	73

Tremolo

ECHO ORGAN

PIPES

8' Chimney Flute	61
8' Vox Humana	61

Chimes - 25 Notes

PEDAL ORGAN - Augmented

16' Violone	32
16' Bourdon (large scale)	32



PEDAL ORGAN - Augmented - (Cont'd.)

PIPES

16' Echo Bourdon (Swell)	
8' Cello	12
8' Gedeckt	12
8' Still Gedeckt (Swell)	

COUPLERS

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

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

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

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

MAN.I - 1,2,3,4,5  
MAN.II - 1,2,3,4,5  
MAN.III - 1,2,3,4,5  
PEDAL - 1,2,3,4,5

MECHANICALS

Sforzando by Pedal Piston  
" " Manual "  
Expression Pedal I  
" " II  
Echo Expression Pedal  
Crescendo Pedal  
Echo to Manual I  
" " II  
Echo Only Manual I  
" " II  
General Cancel

PLAYER

Ventil	Semi-Automatic
Re-Roll	Player Cancel
Automatic	Tempo-Lever



## 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.

The organ to be equipped with mechanism to operate the playing device, either Semi-automatic or Full automatic. In the Semi-automatic player the roll plays the notes and the operator draws the stops, controls the expression Pedals and the tempo according to the directions marked on the roll. In the Full automatic device the all stop drawing, expression control and phrasing is done automatically by the roll itself, and the performance is the exact reproduction of the artist who made the record. In addition, a large number of the Full Automatic rolls are recorded from the full orchestral and operatic scores, in which the unlimited technique of the player device enables the rolls to play practically all the notes in the musical score. This latter advantage is not possessed by other player organs. These rolls, as stated above, are fully automatic and require no attention from the operator.

The stop drawing in the Full automatic is not limited to a few stock combinations, but is available just as flexibly and freely as if the organ were played by hand.

The mechanism involved in the player is reliable, durable and absolutely efficient. It has stood the test over a long period of years, and has nothing in the least questionable or experimental. No player mechanism made today is as trustworthy.

MANUAL I - 78 Pipes

(Expression I)

# 2

5/3/26  
5/6/26

16

- ☒ 16' Bourdon
- X 8' Diapason
- \* 8' Gedackt
- X 8' Salicional
- X 8' Voix Celeste
- \* 8' Flauto Dolce
- \* 8' Flauto Celeste - 61
- X X 4' Unda Maris (11 Bars.) - 196
- 11 8' Cornopean
- X 8' Harp } 61 Bars
- X 8' Celeste }
- Tremolo

" " 40  
" " # 2  
" " 64  
" " 64

7 1/2

Gull Lake Mich.

MANUAL II - 78 Pipes

(Expression II)

# 2 #

1926

- \* 8' Concert Flute
- X 8' Cello
- X 4' Flute Triangulaire

" " # 56 #

Δ

#

10

7 1/2

10

- 11 8' French Horn
- 8' Clarinet
- 8' Flugel Horn
- 8' English Horn
- 8' Tuba (high pressure)
- 8' Vox Humana
- Tremolo

MANUAL III - 78 Notes

(The stops on this manual are of the stops of Manual I and II)

(Expression I)

- X 8' Diapason
- X 8' Gedackt
- X 8' Salicional
- X 8' Voix Celeste
- X 8' Flauto Dolce
- X 8' Flauto Celeste - 61

" "  
" "  
" "  
" "  
" "

562

H.B.S.

MUSICAL III - Cont'd.

4' Unda Maria (II Ska.) - 184

(Expression I)

|| 8' Cornopean

8' Bass )  
          ) 61

4' Celeste )

| Tremolo

8' Concert Flute

8' Cello

4' Flute Triangulaire

8' French Horn

8' Clarinet

8' Flugel Horn

8' English Horn

8' Tuba

8' Vox Humana

Tremolo

CHOR ORGAN - 61 Pipes

\* 8' Chimney Flute

|| 8' Vox Humana

Chimes - 25 Notes

PEDAL ORGAN - Augmented - 32 Pipes

\* \* 16' Violone

\* 16' Bourdon (large scale)

32 ptes

16' Echo Bourdon (Swell)

8' Cello - 12

8' Gedeckt - 12

8' Still Gedeckt (Swell)

COULERS

Swell to Great )

Solo to Great ) Unison

Swell to Solo )

5

6



COMBINATIONS Cont'd.

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

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

M.S. I - 1,2,3,4,5  
MAN.II - 1,2,3,4,5  
MAN.III - 1,2,3,4,5  
PEDAL - 1,2,3,4,5

MECHANICALS -

Stop and Go by Pedal Piston  
" " Manual "  
Expression Pedal I  
" " II  
Pedal Expression Pedal  
Crescendo Pedal  
Solo to Manual I  
" " " II  
Solo Only Manual I  
" " " II  
General Cancel

PLAYER

Ventil  
Re Soli  
Automatic  
Semi-automatic  
Player Cancel  
Tempo-Lever

**W. K. Kellogg**  
**Battle Creek, Michigan**

September 22, 1942.

Mr. W. D. Hardy,  
Aeolian-Skinner Organ Company,  
343 South Oak Park Avenue,  
Oak Park, Illinois.

Dear Mr. Hardy:

your proposition with reference to the removal of the Skinner organ from its present location at Gull Lake, the same to be set up and placed in operation at the Percy Jones Hospital located in this city.

The people in Washington are desirous of occupying the Gull Lake place as soon as possible. They have equipment which they would like to move into the building. On receipt of this, wish you would send a collect wire letting me know when the work will start and the approximate time required to remove the organ from the premises.

Very truly yours,

*W. K. Kellogg*  
W. K.

wkk/vk



#56  
September 19, 1942.

Mr. W. K. Kellogg,  
Battle Creek, Michigan.

Dear Mr. Kellogg:

I am writing this letter to confirm our verbal proposal to move the Skinner organ from your Gull Lake home to the Percy Jones General Hospital in Battle Creek. It is possible to make this kind of a letter very wordy, or quite short. I prefer the latter.

We will move the organ from its present location to the new location and do the job in the workmanlike manner your are accustomed to expecting from us. We will do this work in the shortest possible time commensurate with our standards of good workmanship.

We will keep a record of the times, expenses and materials in connection with this work and bill you for the total of these on completion of the work. We guarantee that our bill will not exceed \$2750.00

We have submitted Mr. Sarvis complete information on the work necessary in the Percy Jones General Hospital to make this installation possible. This work is not included in the work we have proposed above.

We will appreciate a letter from you confirming your acceptance of this arrangement.

Yours very truly,

*W. A. H.*  
Chicago Representative  
AEOLIAN-SKINNER ORGAN COMPANY