

# CONTRACT

1 Articles of Agreement made this 4th day of January 1933,  
by and between the AEOLIAN-SKINNER ORGAN COMPANY, INC., of BOSTON,  
MASSACHUSETTS, hereinafter called the Builder and Public Schools of Battle Creek,  
by Howard W. Cavanagh, its President, and George C. Furniss, its Secretary,  
hereinafter called the Purchaser.

2 For, and in Consideration of the sum of Thirty Thousand Dollars (\$30,000.00)  
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 the W. K. Kellogg  
Auditorium and High School  
complete in every detail and fully warranted, estimated on or about June 2, 1933

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 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 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, dust or disturbance 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 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.

CONTRACT

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 Thirty Thousand Dollars (\$30,000.00)

as follows:—

When the contract is signed, twenty-five (25%) per cent. of the total contract price amounting to \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

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, the balance of said contract price, to wit, the sum of \_\_\_\_\_

Six Thousand Dollars (\$6,000.00) February 1, 1933, without interest;  
Six Thousand Dollars (\$6,000.00) February 1, 1934, with interest at 5% per annum;  
Six Thousand Dollars (\$6,000.00) February 1, 1935, with interest at 5% per annum;  
Six Thousand Dollars (\$6,000.00) February 1, 1936, with interest at 5% per annum;  
Six Thousand Dollars (\$6,000.00) February 1, 1937, with interest at 5% per annum;  
provided, however, that when said organ is ready for erection, and completion is held up by the inability for any reason of the Purchaser to have the installation proceed, all payments are due up to ninety (90%) per cent. of the contract price.

10 Final 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) 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 4th. day of January 1933.

AEOLIAN-SKINNER ORGAN COMPANY, INC.

Witness

*Mary G. Mc Gaffigan*

By

*W. E. French*

PUBLIC SCHOOLS OF BATTLE CREEK

(Purchaser)

Witness

By

*Edward J. ...* Its President.

By

*G. C. ...* Its Secretary.

## 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. ~~Freight and cartage to be paid by purchaser.~~

No organ case or front display pipe work is included.

Cathedral Chimes (From Echo)

### SWELL ORGAN

16' Bourdon	73 Pipes
8' Diapason	73 "
8' Rohrflöte	73 "
8' Salicional	73 "
8' Vox Celeste	73 "
8' Flauto Dolce	73 "
8' Flute Celeste	61 "
4' Octave	73 "
4' Flute Triangulaire	73 "
2' Piccolo	61 "
Chorus Mixture (5 Rks)	303 "

32' for front  
Purchased with the  
4/27/22  
C. P. S.

2107

# Aolian-Skinner Organ Company

Organ Architects and Builders

Church Residence Auditorium University

Skinner Organs

Aolian Organs

December 14, 1932

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## SPECIFICATION OF AN ORGAN PREPARED FOR

KELLOGG AUDITORIUM BATTLE CREEK, MICH.

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### GREAT ORGAN

16' Diapason (Tapered)	61 Pipes
8' First Diapason	61 "
8' Second Diapason	61 "
X 8' Third Diapason	61 "
8' Flute Harmonique	61 "
8' Erzahler	61 "
4' Flute	61 "
4' Octave	61 "
Grave Mixture (2 Rks)	122 "
Mixture (5 Rks)	305 "
16' Ophicleide	61 "
8' Tromba	61 "
4' Clarion	61 "
Cathedral Chimes (From Echo)	

### SWELL ORGAN

16' Bourdon	73 Pipes
8' Diapason	73 "
8' Rohrflote	73 "
8' Salicional	73 "
8' Voix Celeste	73 "
8' Flauto Dolce	73 "
8' Flute Celeste	61 "
4' Octave	73 "
4' Flute Triangulaire	73 "
X 2' Piccolo	61 "
Chorus Mixture (5 Rks)	305 "

25

2109

24

*Stop specification  
checked with this  
W. J. 1/27/33  
A. P. R.*



SWELL ORGAN (Continued)

X	✓ Dolce Cornet (4 Rks)	244 Pipes
	16' Posaune	73 "
	8' Trumpet	73 "
	4' Clarion	73 "
	8' Vox Humana	73 "
	8' Flugel Horn	73 "
	Tremolo	

CHOIR ORGAN

X	16' Dulciana or Gemshorn	73 Pipes
	8' Geigen	73 "
	8' Concert Flute	73 "
	8' Kleine Erzähler	73 "
	8' Kleine Erzähler Celeste	61 "
	4' Flute d'Amore	73 "
	2-2/3 Nazard	61 "
	2' Piccolo	61 "
	8' Orchestral Oboe	73 "
	8' Corno di Bassetto	73 "
	8' Harp )	
	4' Celesta )	61 Bars
	✓ Tremolo	

SOLO ORGAN

X	16' Gamba	73 Pipes
	8' Flauto Mirabilis	73 "
	8' Gamba	73 "
	8' Gamba Celeste	73 "
X	4' Gambette	61 "
	8' French Horn	73 "
	8' English Horn	73 "
	8' Tuba Mirabilis (Separate Heavy Pressure)	73 "
	Cathedral Chimes (Echo)	
	✓ Tremolo	

1875

ECHO ORGAN  
(Playable from Solo Manual)

8' ✓ Cor-de-Nuit	73 Pipes
X 8' ✓ Vox Angelica (2 Rks)	134 "
8' ✓ Vox Humana	73 "
✓ Cathedral Chimes	25 Bells
✓ Tremolo	

PEDAL ORGAN - Augmented

32' ✓ Diapason (Lower 12 Resultant)	32 Notes
16' ✓ Diapason (Wood)	32 Pipes
16' ✓ Diapason (Metal - Great)	32 Notes
16' ✓ Contra Basse	32 Pipes
16' ✓ Melodia (Open)	32 "
16' ✓ Echo Bourdon (Swell)	32 Notes
8' ✓ Octave	12 Pipes
8' ✓ Principal	12 "
8' ✓ Flute	12 "
8' ✓ Still Gedeckt (Swell)	32 Notes
4' ✓ Super Octave	12 Pipes
4' ✓ Flute	12 "
Mixture (4 Rks)	128 "
X 16' ✓ Posaune (Swell)	32 Notes
32' ✓ Bombarde	12 Pipes
16' ✓ Trombone	32 "
8' ✓ Tromba	12 "
4' ✓ Clarion	12 "
✓ Cathedral Chimes (Echo)	

COUPLERS

✓ Swell to Great	} Unison
✓ Choir to Great	
✓ Solo to Great	
✓ Swell to Choir	
✓ Solo to Choir	
✓ Solo to Swell	
✓ Great to Solo	
✓ Swell to Solo	

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Contract Questionnaire

C O U P L E R S - Continued

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'

(\*) Also by reversible pistons

COMBINATIONS

Adjustable to the console and visibly operating the draw stop knobs

GREAT - 1,2,3,4,5,6,7,8  
SWELL - 1,2,3,4,5,6,7,8,9,10  
CHOIR - 1,2,3,4,5,6,7,8  
SOLO & ECHO - 1,2,3,4,5,6,7,8  
PEDAL - 1,2,3,4,5,6,7,8  
GENERAL - 1,2,3,4,5,6,7,8 - affecting all stops and couplers

General Cancel

MECHANICALS

✓ Swell Expression  
✓ Choir Expression  
✓ Solo & Echo Expression  
✓ Great to Pedal Reversible  
✓ Sforzando  
✓ Crescendo

# Contract Questionnaire

Date: Feb. 16, 1933

In reference to Contract No. 904 with

W. K. KELLOGG AUDITORIUM, BATTLE CREEK, MICH.

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?

If so, to whom, how much and when payable?

*Mrs. Edwin Barnes \$1000 - payable as may seem fair.*

2. Are we committed to any free organ recital?

*no.*

3. Is there any unsettled question regarding front pipes or grille work?

Are we to submit designs or estimates for either?

*I don't think so*

*no*

4. Is the organ to be installed in a new building, the completion of which is doubtful?

*ready for  
approx. April.*

5. Are the organ chambers in condition to be measured by our Engineer?

*yes*

6. Are there any engineering matters which require immediate attention?

*has been attended to*

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.

*Drafting room has the complete blue print*

9. Will organ be in chamber or chambers?

*2.*

If so, has latter good openings?

*yes*

10. Is there any resonance or echo?

*no*

If so, how many seconds?

*—*

11. Have walls or roof been treated with acoustical material?

*yes*

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

*Mr. Skinner has seen the Auditorium.*

Signed by

*W. E. Jones*