

1 Articles of Agreement made this 12<sup>th</sup> day of May 1928,  
by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS  
hereinafter called the Builder and The First Presbyterian Church  
of Battle Creek, Mich  
hereinafter called the Purchaser.

2 For, and in Consideration of the sum of Twenty one thousand  
eight hundred and seventy five (\$ 21,875<sup>00</sup>)  
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 First Presbyterian Church, Battle Creek, Mich.  
complete in every detail and fully warranted, estimated on or about

October 15, 1928

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.

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 there-

for the sum of Twenty one thousand eight hundred and seventy five  
(\$21,875<sup>00</sup>/<sub>100</sub>)

as follows:—

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

to \$2,500<sup>00</sup>/<sub>100</sub>

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, and when

accepted, the balance of said contract price, to wit, the sum of \$1875<sup>00</sup>/<sub>100</sub> in cash and a note

for \$17,500<sup>00</sup> payable six months from date thereof, with the privilege of renewing same on payment of interest at 6% with the further privilege of renewing such renewal notes for periods of six months upon condition that interest at six percent semi-annually for each year from date of original note

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

12<sup>th</sup> day of May 1928.

SKINNER ORGAN COMPANY, INC.

Witness

B.C. Goad

By

Wm E. Zesch, Jr.  
The First Presbyterian Church  
of Battle Creek

Witness

Zilpha Goad

Purchaser

Wm W. Main  
Chm. Bldg Com.

Annex to Contract  
No. 720

AFFIDAVIT

STATE OF MICHIGAN  
COUNTY OF CALHOUN, SS.

On this 28<sup>th</sup> day of May, 1928, before me appeared VERNER W. MAIN, personally known, who being by me duly sworn, did say that he is Chairman of the Building Committee of The First Presbyterian Church, of Battle Creek, Michigan, and that the foregoing contract dated May 12, 1928, between Skinner Organ Company, Inc., of Boston, Massachusetts, and The First Presbyterian Church, of Battle Creek, Michigan, for the building and installation of an organ for and in consideration of the sum of Twenty-one thousand eight hundred seventy-five (21,875) dollars was signed by him as Chairman of the Building Committee of said Church in behalf of said Church, being duly authorized thereto by the proper authorities of said Church and the said Verner W. Main acknowledges the execution of the said instrument as the free act and deed of said The First Presbyterian Church of Battle Creek, Michigan, and that the consideration recited in said instrument as to both parties was actual and adequate and given in good faith.

Mabel G. Cook  
Notary Public

My commission expires Oct. 28, 1929



Boston, Mass., March 28, 1928.

SPECIFICATION OF AN ORGAN PREPARED FOR

FIRST PRESBYTERIAN CHURCH,  
Battle Creek, Mich.

GREAT ORGAN

PIPES

16' Bourdon (Pedal Extension)	17
8' First Diapason	61
8' Second Diapason	61
8' Flute Harmonique	61
4' Principal	61
4' Flute	61
2' Fifteenth	61
8' Tuba (heavy wind)	61
Chimes - 20 Notes - <i>In Echo</i>	

SWELL ORGAN

8' Diapason	73
8' Rohrflöte	73
8' Salicional	73
8' Voix Celeste	73
4' Octave	73
4' Flute Triangulaire	73
Mixture (V Rks.)	305
16' Waldhorn	73
8' Trumpet	73
8' Oboe d'Amore	73
8' Vox Humana	73
Tremolo	

OK. 7.11.28  
5/12/28 W.E.G.

Stop spec  
checked with  
this 4/17  
8/20/28  
am

# DESCRIPTION OF AN ORGAN RECEIVED FOR

## CHOIR ORGAN

## PIPES

8' Geigen	73
8' Concert Flute	73
8' Dulciana	73
8' Unda Maris	61
4' Flute	73
8' Clarinet	73
Tremolo	73
8 Harp } 61 Notes	
4 Celesta }	

## PEDAL ORGAN - Augmented

16' Dispasson (bearded)	32
16' Bourdon	32
8' Octave	12
8' Gedeckt	12
4' Flute	12
16' Trombone	32
Chimes	

## COUPLERS

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

Swell to Pedal )  
 Great to Pedal )  
 Choir to Pedal ) Pedal  
 Swell to Pedal 4' )

Echo-61  
 8' Quintadena  
 8' Vox Humana  
 Tremolo

OK.  
 5/12/28  
 W.E.G.

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 one year.

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

GREAT - 1, 2, 3, 4, 5, 6  
 SWELL - 1, 2, 3, 4, 5, 6  
 CHOIR - 1, 2, 3, 4, 5, 6  
 PEDAL - 1, 2, 3, 4, 5, 6  
 GENERAL - 1, 2, 3, 4

All boxes 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 and generator for action control, also to meet any legitimate demand which may be made according to the specifications.

**MECHANICALS**

Swell Expression  
 Choir Expression  
 Crescendo Pedal  
 Great to Pedal Reversible  
 Sforzando  
 General Cancel

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.

PRICE: \$ 21,875.00

# SKINNER ORGAN COMPANY

## SHOP LETTER

### C O N T R A C T

### Q U E S T I O N N A I R E

MR. ZEUCH

DATE JUNE 5, 1928.

In reference to Contract No. 720 with FIRST PRESBY. CHURCH,  
BATTLE CREEK, MICHIGAN,

which you have just signed, 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, how much and when payable.

*Edwin Barnes. Battle Creek. ~~5% of contract~~ \$1000.00*  
*Price as agreed to payable for note*

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?

*Gill*

*No*

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

*Yes*

5. Are the organ chambers in condition to be measured by our  
Engineer? *Not Quite*

6. 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?

*It has been disposed of by sale.*

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

G.L. CATLIN

*M. E. G.*

*6/11/28*



Specifications of work necessary to be completed on organ chambers, blower room and console location at First Presbyterian Church, Battle Creek, Michigan.

Specifications prepared by C. H. Atkins, Skinner Organ Co. Engineer. All work mentioned in the following paragraphs or shown on blueprints submitted by us to be done in accordance with these specifications by the purchasers.

#1 The walls and ceiling of the main organ chambers located on the east and west sides of the church should be plastered with Keene's Cement plaster, trowelled to a hard smooth white surface. Omit all base boards and continue plaster to the floor. I would suggest that the height of the ceilings in these chambers be kept at approximately 28 feet and that wire lath and plaster be used to seal off any portion of these chambers that exceed the above figure in height. I also suggest that the bottom of the roof perlines be covered straight across with wire lath and Keene's Cement used in place of the Celotex now there.

#2. On top of the present rough floor there should be two thickness of building paper and a tongued and grooved floor of 7/8 number three grade flooring laid.

#3. There should be no radiators, ventilating ducts or pipes of any sort run through these chambers. I have taken note of the two soil 2 steam and 2- one inch pipes already in the east and west chambers and will try to avoid these if possible. See that no other pipes are run in, or through them.

#4. There are at present imbedded in the walls and basement ceiling two ten inch diameter galvanized sheet iron windtrunks, one feeding each chamber. The area of the east chamber trunk is not large enough as I have planned on locating the Swell and Choir organ in this chamber, or the Swell and Pedal would be the same. The walls and ceilings through which these pipes run are at present all finished. These pipes have a further hazard in that they have five and six elbows each. On account of the insufficient area of the east chamber pipe ( which is the shortest run from the blower room ) I would suggest the following as a remedy.

5. Remove the wall which covers the two ten inch diameter pipes and run one fifteen inch diameter up to the east chamber, the ten inch to west chamber to remain as is. It will be necessary to run a five inch diameter trunk up and through the wall of the east chamber to supply the echo if said echo is located over gymnasium. This five inch trunk can be tapped off the fifteen inch diameter trunk after it enters the east chamber.

#6. The ten inch diameter tin trunk to west chamber had a square box at one position under the organ chamber. It will be necessary to have your tinsmith solder an angle iron or brace diagonally across each square surface of this box to prevent the box from buckling or cracking when the pipe is under pressure.

#7. The running of all windtrunks and conduits and the connecting up of same on both ends to our organ and blower must be done by the organ purchasers. The Skinner Organ Company will make, pull in, and connect up all light voltage organ action wires through the two inch and three inch diameter conduits from our console to organ chambers.

#8. Conduits From flush with the floor under the console, in position shown on our console blueprint, there must be a four inch diameter electric conduit run to a pull box which must be accessible and near the console. From this same pull box there must be two three inch diameter conduits run, one to the east and one to the west chambers and be left flush with the chamber floors. There must be a two inch diameter conduit from the echo to 2'-0" above the floor of either the east or west chambers. From flush with the floor under the console and in position shown on our blueprint there must be a one inch and a 3/4" conduit run to the blower room, later to be connected with our generator and remote control starter. The one inch must contain two number 8 wires as feeds from our generator and the 3/4" must contain three number fourteen wires to operate the remote control of the blower motor. You will find another 3/4" conduit mentioned on our console blueprint. This is for two number 14

wires to your light switch board for lights for the pedal key board and a plug for a flexible lamp cord for the music. All organ chambers and blower rooms must also be provided with a light circuit each. The east and west chambers must have three stationary lights and one extension cord of twenty feet and the blower rooms should have one stationary light and a place to plug in an extension cord if needed, also a light and plug in Echo.

9. Insulation The flue pipe which connects the boilers with the chimney runs through the basement blower room. It is my suggestion that this or any steam pipes which run through the blower room must be covered with asbestos.

10. There are two small tone openings for tone from the east and west chambers. These openings are on the south walls of these chambers and because the tone openings on the east and west walls of these chambers are rather high from the auditorium floor I would suggest that these openings be left open and concealed as planned by the architect with dummy pipes. I would suggest that all wood panels below tone openings on the east and west walls of the east and west chambers be either perforated or set back 1/2" from mouldings leaving a 1/2" space all around these panels for tone exit. If this suggestion is carried out it will not be necessary to plaster the inside walls of these chambers below the tone openings back of these panels.

#11. It is desired by Mr. V. W. Main, (Chairman of the committee) for the Skinner Organ Company to request working drawings showing sizes of dummy pipes, from the Forbes Manufacturing Company of Owensbor, Ky. An estimate on the cost of these pipes must be sent Mr. Main as soon as possible.

#12. Current The current supply available for blower motor will be 440 volts 3 phase 60 cycles A.C.

#13. Console Wood will be plain oak finished like sample enclosed.

/s/ SKINNER ORGAN COMPANY

L. H. Atkins

Engineer.