

1 Articles of Agreement made this 22nd day of May 1929,
by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS
hereinafter called the Builder and St. Thomas Episcopal Church, Battle Creek, Michigan,
hereinafter called the Purchaser.

2 For, and in Consideration of the sum of Ten Thousand Two Hundred and Sixty
(\$10,260.00)

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. Thomas Episcopal Church, Battle Creek, Michigan,
complete in every detail and fully warranted, estimated on or about

November 15, 1929.

This date is not a consideration or term of this contract, but is given in good faith and full ex-
pectation 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 herein-
above 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, es-
pecially 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 cham-
bers 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 ex-
pense 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.

for the sum of Ten Thousand Two Hundred and Sixty (\$10,260.00) Dollars

as follows:—

When the contract is signed, twenty-five (25%) per cent. of the total contract price amounting to One Thousand (\$1,000.00) 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

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 Four Thousand (\$4,000.00) Dollars in cash and a note in the amount of Five Thousand Two Hundred Sixty (\$5,260.00) Dollars bearing interest at Six (6%) per cent. per annum, renewable for twelve (12) periods of three (3) months each, with a curtailment of Thirty-three and one-third (33-1/3%) per cent every fourth period.

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

22nd day of May 1929.

SKINNER ORGAN COMPANY, INC.

Witness

By

W. E. Gaud
Vice-President.

Witness

*St Thomas Episcopal Church
of Battle Creek, Michigan*
Purchaser

*Harry R. Atkinson
Clerk & Vestry (pro-tem)*

*By William E. Studwell, Rector
Pastor, Battle Creek, Michigan*

SPECIFICATION OF AN ORGAN PREPARED FOR

AFFIDAVIT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET, SS.

On this first August day of June, 1929, before me appeared WILLIAM G. STUDWELL, of Battle Creek, Michigan, and being duly sworn, says that he is Rector of St. Thomas Episcopal Church, of Battle Creek, Michigan, the buyer named in the attached instrument, a contract dated May 22, 1929, between Skinner Organ Company, Inc., of Boston, Massachusetts, and St. Thomas Episcopal Church, of Battle Creek, Michigan, for the building and installation of an organ for and in consideration of the sum of Ten thousand two hundred sixty (10,260) dollars, and that said instrument was signed by him as Rector of said St. Thomas Episcopal Church and by Burritt Hamilton, Vestryman, in behalf of said church, being duly authorized thereto by the proper authorities of said church, and that the consideration recited in said instrument as to both parties was actual and adequate, and that the same was given in good faith for the purposes set forth in said instrument.

William G. Studwell

Subscribed and sworn to before me this 1st day of June, 1929.

August

Albert J. Brock
Notary Public in and for the
County of Calhoun, Michigan,
Commonwealth of Massachusetts,

My Commission Expires May 6, 1932.

Boston, Mass., November 16, 1929.

SPECIFICATION OF AN ORGAN PREPARED FOR

ST. THOMAS EPISCOPAL CHURCH.
Battle Creek, Michigan.

GREAT ORGAN

PIPES

16' Bourdon (Pedal Extension)

Graduated new scale

17

8' Diapason

43 - 1/4

73

4' Octave

58 - 1/4

5"

73

8' Rohrflöte

8' Salicional

*Interchangeable
with
S W E L L*

8' Voix Celeste

4' Flute

SWELL ORGAN

8' Diapason

44 - 1/4

73

8' Salicional

64

73

8' Voix Celeste

64

73

8' Rohrflöte

Cur

5"

73

4' Flute

A

73

Mixture (III Rks.)

C - 14

183

8' Oboe

Amore

73

8' Trumpet

bug

73

Tremolo

PEDAL ORGAN - Augmented

16' Diapason

6" 212' Bearded

32

16' Bourdon

32

8' Octave

5"

12

8' Gedeckt

12

Chimes

Signed by *W. O. ...*

*Shops spec checked and OK this
copy 6/18/29
C. B. M.*

12 71 118 THE BUILDING OF AN ORGAN SPECIFIED FOR

COUPLERS

Swell to Great (Unison)

Swell to Swell 4' }
Swell to Swell 16' }
Swell to Great 4' } Octave
Swell to Great 16' }
Great to Great 4' } harmonize with the period of the architecture of the

Swell to Pedal }
Great to Pedal } Pedal material as console casing.
Swell to Pedal 4' }

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

GREAT - 1-2-3-4

SWELL - 1-2-3-4

PEDAL - 1-2-3-4

MECHANICALS

Swell Expression

Echo Expression

Crescendo Pedal

Sforzando Pedal

Great to Pedal Reversible

SECRET
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.

Signed by *[Signature]*

Date: May 27, 1929.

In reference to Contract No. 788 with

ST. THOMAS' EPISCOPAL CHURCH, 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?

\$500 to Edwin Barnes, Battle Creek

2. Are we committed to any free organ recital? By W. F. J.

3. Is there any unsettled question regarding front pipes or grille work? Old case
Are we to submit designs or estimates for either?

will be used - but will require panel where console now
is (attached). Display are to be re-decorated. All this outside our
contract and will probably be done by local firm

4. Is the organ to be installed in a new building, the completion of which is doubtful? no

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

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

On next trip west of Atkins.

7. Is there an old organ to be disposed of? yes Does it belong to us or is the church
to remove it before we start installation? yes Belongs to church.

We remove it if not sold when new organ is ready for installation

8. Give approximate dimensions of auditorium including inside height of roof.

75 x 35 (approximately)

9. Will organ be in chamber or ~~chambers~~?

If so, has latter good openings? yes

10. Is there any resonance or echo? a little If so, how many seconds? ~~1/2~~ 1/2 sec

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

no

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

Signed by

Wm E. Gauth.

GREAT ORGAN

	<input type="checkbox"/> 16'	Bourdon (Pedal Extension)	17 pipes
2'C-7	X 8'	Diapason 44- ¹ / ₄	73 "
2'C-8	X 8'	Octave 58- ¹ / ₄ 5" ✓	73 "
	<input type="checkbox"/> 8'	Rohrflöte)	
	<input type="checkbox"/> 8'	Salicional) Interchangeable	
	<input type="checkbox"/> 8'	Voix Celeste) with	
		S W E L L	
	<input type="checkbox"/> 4'	Flute)	

SWELL ORGAN - 73 pipes

2'C-8	X 8'	Diapason 46- ¹ / ₄ Spotted	
2'C-14	X 8'	Salicional 64	
16-14	X 8'	Voix Celeste 64	
2'C-10	X 8'	Rohrflöte come sent back for Metal Caps	11' 3/20/58
2'e.	X 4'	Flute Δ	

XXX	Mixture (III Rks.)	C-14 ←	183 pipes
<input type="checkbox"/> 8'	Oboe	(1st 11) (2nd 13) (3-13) ←	
<input type="checkbox"/> 8'	Trumpet		
	Tremolo		

PEDAL ORGAN - Augmented

X 16'	Diapason 10 X 12	24 voices 11-18-29	32 "
X 16'	Bourdon	New Grad 61 pipes	32 "
16'	Octave		12 "
16'	Gedeckt		12 "

Chimes

COUPLERS

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

St Thomas Ch Battl Creek Mich

OK
12/4/24

June 7, 1929.

#788-E ST. THOMAS EPISCOPAL CHURCH, BATTLE CREEK, MICH.

ECHO ORGAN

Xc 8' Chimney Flute *low* 61 pipes

8' Vox Humana *1st 1/2 up* 61 pipes

Chimes - 25 notes

Tremolo

5-4

COMBINATIONS

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

GREAT - 1, 2, 3, 4

SWELL - 1, 2, 3, 4

PEDAL - 1, 2, 3, 4

MECHANICALS

Swell Expression

Echo Expression

Crescendo Pedal

Sforzando Pedal

Great to Pedal Reversible