

# CONTRACT

1 Articles of Agreement made this tenth day of June, 1926, by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS hereinafter called the Builder and The Toledo Museum of Art, Toledo Ohio,

hereinafter called the Purchaser.

2 For, and in Consideration of the sum of Forty-Two Thousand Six Hundred (\$42,600.00)

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

The Toledo Museum of Art, Toledo, Ohio.

complete in every detail and fully warranted, estimated on ~~or about~~

January 1, 1927.

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 Ohio 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. The building is now complete and ready to receive the organ. The purchaser agrees to store in the building any and all parts which may be shipped after September 15, 1926.

pletion.

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 such condition is entirely removed. 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 builder shall take all dimensions at the building. After these dimensions have been so determined the Purchaser shall not permit any changes to be made in the dimensions of the organ spaces except as may be directed by the builder to properly prepare the spaces for the reception of the organ, 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 therefor the sum of Forty-Two Thousand Six Hundred (\$42,600.00) Dollars.

as follows:—

When the contract is signed, twenty-five (25%) per cent. of the total contract price amounting to Ten Thousand Six Hundred and Fifty (\$10,650.00) 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

Ten Thousand Six Hundred and Fifty (\$10,650.00) Dollars.

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

Ten Thousand Six Hundred and Fifty (\$10,650.00) 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

Ten Thousand Six Hundred and Fifty (\$10,650.00) 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 6 day of June 1926.

SKINNER ORGAN COMPANY, INC.

By

*W. E. Geruch*  
Vice President.

Witness *Margaret Brennan*

Witness

*The Toledo Museum of Art*  
Purchaser  
*Bertha M. Johnson*

# SKINNER ORGAN COMPANY, INC.

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

Toledo, Ohio, June 10, 1926.

## SPECIFICATION OF AN ORGAN PREPARED FOR

TOLEDO MUSEUM OF ART,  
Toledo, Ohio.

<u>SWELL - (MANUAL) (1)</u>	<u>PIPES</u>
16' Bourdon	73
8' Diapason	73
8' Gedeckt	73
8' Salicional	73
8' Voix Celeste	73
8' Echo Dulcet (Etherial String)	73
8' Flute Celeste II Rks	134
4' Octave (or gemshorn)	73
4' Flute Triangulaire	73
Mixture (III Rks.)	183
16' Waldhorn (free in tone)	73
8' French Trumpet 5"	73
8' Fagotto <i>orchestral</i>	73
8' Vox Humana	73
8' French Horn (From Solo)	
8' English Horn (From Solo)	
8' Tuba Mirabilis (From Solo)	
8' Harp ) <i>clavier for choir</i>	
4' Celesta ) Amenable 15 Couplers	61 Bars
Chimes (From Solo)	
Tremolo	

## GREAT - (MANUAL II)

16' Bourdon (Pedal Extension)(Stopped pipes to top)	17
8' First Diapason	61
8' Second Diapason	61

*Not under expression seen & WEZ*

*Stop spec. checked with this spec of cabinet 6/21/26*



# SKINNER ORGAN COMPANY, INC.

## GREAT - (MANUAL II) (Continued)

	<u>PIPES</u>
8' Claribel Flute	61
4' Octave	61
4' Flute	61
2' Fifteenth	61
Mixture (IV Rks)	244
8' Tromba	61
4' Clarion	61
Chimes (From Solo)	

## CHOIR - (MANUAL III)

8' Gamba	73
8' Concert Flute	73
8' Kleine Erzähler (II Rks)	146
4' Flute	73
2 2/3 Hazard	61
2' Piccolo	61
8' Clarinet	73
8' Salicional (From Swell)	
8' Voix Celeste (From Swell)	
8' Flute Celeste (From Swell)	
8' Harp )	
4' Celesta ) (From Swell)	
Tremolo	

## SOLO - (MANUAL IV)

8' Gamba	73
8' Gamba Celeste	73
8' French Horn	73
8' English Horn	73
8' Tuba Mirabilis	73
8' Vox Humana	73

SOLO - MANUAL (IV) Continued

PIPE

Chimes - 25

Tremolo

PEDAL ORGAN - Augmented

16' Diapason	32
16' Violone	32
16' Bourdon	32
16' Echo Bourdon (Swell)	
16' Waldhorn (Swell)	
8' Octave	12
8' Cello	12
8' Gedeckt	12
8' Still Gedeckt (Swell)	
4' Super Octave	12
4' Still Gedeckt (Swell)	
4' Flute	12
16' Trombone	32
8' Tromba	12
4' Clarion	12

C O U P L E R S

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

### COUPLERS - 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' )  
~~Choir to Great 5 1/3' )~~  
Choir to Great 4' )  
Choir to Great 16' )  
Solo to Great 4' )  
Solo to Great 16' )  
Solo to Solo 4' )  
Solo to Solo 16' )

*Handwritten: 16' 16'*  
Octave

Swell to Pedal )  
Choir to Pedal )  
Great to Pedal ) Pedal  
Solo to Pedal )  
Swell to Pedal 4' )  
Solo to Pedal 4' )  
~~Choir to Pedal 5 1/3' )~~  
Choir to Pedal 4' )

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

SWELL - 1-2-3-4-5-6 *7 8*  
GREAT - 1-2-3-4-5-6-7-8  
CHOIR - 1-2-3-4-5-6  
SOLO - 1-2-3-4-5-6  
PEDAL - 1-2-3-4-5-6 (foot pistons at right of swell pedals)  
GENERAL - 1-2-3-4-5 (foot pistons at left of swell pedals)  
*Cancel*

### MECHANICALS

Swell Expression  
Choir Expression  
Solo Expression  
Crescendo Pedal  
Great to Pedal Reversible  
Solo to Great Reversible  
Sforzando  
General Release (Manual piston )  
All manual 16' off ( " " )  
All sub couplers off  
All pedal 32' and 16' off  
The latter three close together between swell and great keyboards with indicators.

# CONSTRUCTION FOR PLAIN COPIES

PLAYER

Ventil  
Semi-Automatic  
Automatic  
Tempo Lever  
Re-Roll

No sub couplers to be on crescendo or sforzando except Choir to Great 16'  
Swell super-octave couplers to be on crescendo.  
Swell-boxes to open one shutter at a time, the first three or four  
openings to be infinitesimal.

## DETAILS OF CONSTRUCTION FOR PLAYER ORGANS

The builder warrants the action and construction in every particular, and agrees to replace any parts proving defective within twelve months, charging only for time and expenses.

Standard Skinner console case of ~~birch~~, oak or ~~walnut~~, to design of owner.

No stopped bases on normally open stops.

All bases of the larger winded stops on separate chests.

An electric blowing plant of ample size to meet all legitimate demands to be furnished and installed by the organ builders. The builder will direct the installation of electrical wiring to within 10 feet of motors by a contractor to be named and paid by the purchaser.

A low voltage electric generator to furnish current for the organ action is to be furnished and installed by the organ builders.

All cutting of floors, partitions, or other preparations in the building, necessary to properly install the organ, blowing plant and electric generator to be done at the direction of the builder at the expense of the purchaser. The builder shall also prepare or have prepared the organ chambers at the expense of the purchaser.

All galvanized iron piping to connect the blowing plant with the various divisions of the organ, including conduits for all electric wiring, and cables, if required by the City Ordinances or Underwriter's Rules, shall be furnished and installed ~~by the purchaser~~, under the direction of the builder at the expense of the purchaser to approval of owner

The organ is to be erected in the building, tone regulated, tuned and left ready for use.

Pitch 440 @ 68° Fahrenheit



SWELL - (MANUAL I) - 73 Pipes

- \* 16' Bourdon
- \* 8' Diapason 42
- \* 8' Gedeckt
- \* 8' Salicional 64
- \* 8' Vox Celeste 64
- XX 8' Echo Dulcet (Ethereal String)
- \*\* 8' Flute Celeste II Rkr - 134
- \* 8' Octave
- \* 4' Flute Triangulaire
- XXX Mixture (III Rkr) - 183

corn 2 obs.

MPW

5P

Q.5

38 Stops

12/3/26

7 1/2

WALLHORN	
8' French Trumpet	
8' Fagotto	
8' Vox Horn	
8' French Horn (from Solo)	
8' English Horn (from Solo)	
8' Tub. Euphonium (from Solo)	

- X 8' Harp
- X 4' Celeste
- Chinese (from Solo)
- Tremolo

Amenable to Couplers - 61 Bars

7 1/2"

GRAND - (MANUAL II) - 61 Pipes

METAL

IV

- 16' Bourdon (Pedal Extension) (pipes to top) - 17
- \* First Diapason 42
- \* Second Diapason 43 3/4 units
- \* 8' Claribel Flute 3
- \* 8' Octave 57
- \* 8' Flute 42
- XX FIFTEENTH 70
- XXXX MIXTURE (IV Rkr) - 244
- 8' Tromba
- 4' Clarion
- Chinese (from Solo)

603

603 after 4/16/26

CHOIR - MANUAL III - 73

- X 8' Gamba 56  
 \* 8' Concert Flute 2/1 1/2  
 X X 8' Kleine Erzähler (II Eke) - 140  
 X 4' Flute ---  
 \* 2 2/3' Hazard - 61 1/2 Syf. 7 1/2  
 \* 4' Piccolo - 61

8' Clarinet	
8' Soliflue (from Swell)	
8' Voix Celeste (from Swell)	
8' Flute Celeste (from Swell)	
8' Harp	} From Swell
4' Celeste	
Tremolo	

26

SOLO - MANUAL IV - 73 Pipes

- X 8' Gamba 60  
 X 8' Gamba Celeste 60 10  
 8' French Horn  
 8' English Horn } 18  
 8' Tub. Mirabilis  
 8' Vox Humana  
 Chimes - 25 18  
 Tremolo

PEDAL ORGAN - Augmented 12 Pipes

- \* 16' Diapason - 32 24W 8m  
 X X 16' Violone - 32  
 \* 16' Bourdon - 32 49 pps 6  
 16' Echo Bourdon (Swell)  
 16' Waldhorn (Swell)

PEDAL ORGAN - Cont'd.

8' Octave  
 8' Cello  
 8' Gedeckt  
 8' Still Gedeckt (Swell)  
 4' Super Octave  
 4' Still Gedeckt (Swell)  
 4' Flute  
 16' Trombone - 32  
 8' Tromba  
 4' Clarion

COUPLERS

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

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' )  
 Choir to Great 5 1/3' ) Octave  
 Choir to Great 4' )  
 Choir to Great 16' )  
 Solo to Great 4' )  
 Solo to Great 16' )  
 Solo to Solo 4' )  
 Solo to Solo 16' )

Swell to Pedal }  
 Choir to Pedal } Pedal  
 Great to Pedal }  
 Solo to Pedal }  
 Swell to Pedal 4' )  
 Solo to Pedal 4' )  
 Choir to Pedal 5 1/3' )  
 Choir to Pedal 4' )

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

SWELL - 1, 2, 3, 4, 5, 6  
 GREAT - 1, 2, 3, 4, 5, 6, 7, 8  
 CHOIR - 1, 2, 3, 4, 5

COMBINATIONS - Cont'd.

SOLO - 1,2,3,4  
PEDAL - 1,2,3,4,5,6 (foot pistons at right of swell pedals)  
GENERAL - 1,2,3,4,5 (foot pistons at left of swell pedals)

MECHANICALS

Swell Expression  
Choir Expression  
Solo Expression  
Crescendo Pedal  
Great to Pedal Reversible  
Solo to Great Reversible  
Sforzando  
General Release (Manual piston)  
All manual 16' off ( " " )  
All sub couplers off  
All pedal 32' and 16' off  
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with indicators.

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Semi-Automatic  
Automatic  
Tempo Lever  
RE-Roll

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Swell super-octave couplers to be on crescendo.  
Swell-boxes to open one shutter at a time, the first three or four  
openings to be infinitesimal.



THE TOLEDO MUSEUM OF ART  
FOUNDED BY EDWARD DRUMMOND LIBBEY

GEORGE W. STEVENS, DIRECTOR

BLAKE-MORE GODWIN, CURATOR

MONROE STREET AT SCOTTWOOD AVENUE

TOLEDO, OHIO

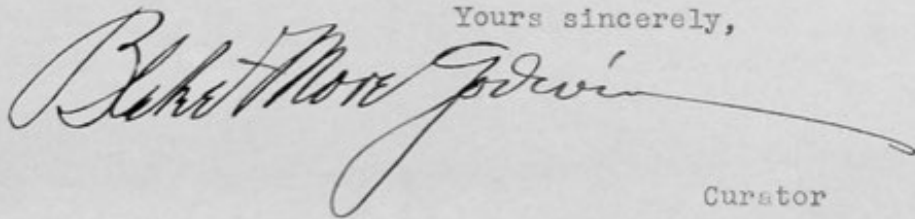
June 23,  
1926.

Mr. William E. Zeuch,  
Skinner Organ Company,  
Boston, Massachusetts.

My dear Mr. Zeuch:-

In further reference to the payments on our organ. It would be more convenient to our donors to pay the second payment approximately \$12,000 about October 1, 1926, the third payment of \$10,000 in December and final payment of the balance along about the 10th of January. Will you let me know if these dates will be agreeable to you. It is quite desirable that Mrs. Walbridge and Miss Libbey have definite dates for payment rather than dates dependent upon progress of the work. Please let me know if this will be satisfactory to you.

Yours sincerely,



BMG/LW

Curator