

CONTRACT

1 Articles of Agreement made this 28th day of February 1928,
by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS
hereinafter called the Builder and GRACE EPISCOPAL CHURCH, PORT HURON,
MICHIGAN
hereinafter called the Purchaser.

2 For, and in Consideration of the sum of NINETEEN THOUSAND
(\$19,000.00)
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 most thorough and artistic manner, and install it
in Grace Episcopal Church, Port Huron, Michigan
complete in every detail and fully warranted, estimated on or about

June 1, 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.

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.....

NINETEEN THOUSAND DOLLARS

(\$19,000.00)

as follows:—

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

to ONE THOUSAND DOLLARS (\$1,000.00)

~~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.....

Eighteen thousand dollars (\$18,000.00) payable as follows:— By cash Fifteen hundred dollars (\$1,500.00) and balance by note for Sixteen thousand five hundred dollars (\$16,500.00) due December 31, 1928; on expiration of this note a payment of fifteen hundred (\$1,500.00) is to be made on account of the principal and a new note for Fifteen thousand dollars (\$15,000.00) to be given for six months, renewable for nine additional six-month periods, a curtailment of Fifteen hundred dollars (\$1,500.00) to be made on each renewal date, all notes bearing six per cent (6%) interest.

10

Final payment shall not be withheld on account of minor adjustments for which the Builder is liable under its warranty.

11 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.

12 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.

13 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.

14 In witness whereof, the parties hereto have hereunto set their hands and seals this

28th day of February 1928.

SKINNER ORGAN COMPANY, INC.

Witness

W. E. Carr

By

W. E. Carr
Vice-Pres.

Witness

Grace Episcopal Church, Port Huron, Mich.
Purchaser
W. L. Harvey
Junior Warden

the Budget to contribute 500,000,000 and other measures to increase the same and to pay into the Treasury in consideration of the efficient action of the Budget, hereby adopted.

SKINNER ORGAN COMPANY

annex to Contract
712 702

Witness, Made, February 10, 1928.

SPECIFICATION OF AN ORGAN PREPARED FOR

AFFIDAVIT

GRACE EPISCOPAL
CHURCH, PORT HURON, MICH.

STATE OF MICHIGAN
COUNTY OF ST. CLAIR, SS.

On this fifth day of May , 1928, before me appeared
GEORGE L. HARVEY, personally known, who being by me duly sworn,
did say that he is Junior Warden of Grace Episcopal Church, of
Port Huron, Michigan, and that the foregoing contract dated
February 28, 1928, between Skinner Organ Company, Inc., of
Boston, Massachusetts, and Grace Episcopal Church, of Port
Huron, Michigan, for the building and installation of an or-
gan for and in consideration of the sum of Nineteen thousand
(19,000) dollars was signed by him as Junior Warden in behalf
of said Grace Episcopal Church, by authority of said Church
and the said George L. Harvey acknowledges the execution of
the said instrument as the free act and deed of said Church
and that the consideration recited in said instrument as to
both parties was actual and adequate and given in good faith.

W. Russell Petty
Notary Public

My commission expires MAY 21, 1930 NOTARY PUBLIC, ST. CLAIR COUNTY, MICH.
MY COMMISSION EXPIRES MAR. 21-19

Boston, Mass., February 16, 1928.

SPECIFICATION OF AN ORGAN PREPARED FOR

GRACE CHURCH,
Port Huron, Mich.

GREAT ORGAN

PIPES

16' Bourdon (Pedal Extension)	17
8' First Diapason	73
8' Second Diapason	73
8' Clarabella	73
8' String Celeste (II Rks.)	146
4' Principal	73
4' Flute	73
Mixture (III Rks.)	183
8' Tromba	73
Chimes (Prepared for)	

SWELL ORGAN

8' Diapason	73
8' Rohrflute	73
8' Salicional	73
8' Voix Celeste	61
4' Octave	73
4' Flute Triangulaire	73
Mixture (V Rks.)	305
16' Contra Oboe	73
8' Trumpet	73
8' Vox Humana	73
8' Oboe	73
Tremolo	

[Signature]

*Shop spec checked
with this copy
3/23/28
AMM*

8' Concert Flute	(Cont'd.)	73
8' Cello	Pedal	73
8' Dulciana	Pedal	73
8' Unda Maris		61
4' Flute Harmonique		73
2' Piccolo	Adjustable at the console and visibly operating the draw stop knobs.	61
8' Clarinet		73
8' French Horn		73
8' Harp) Prepared for	61
4' Celesta		
Tremolo		

PEDAL ORGAN - Augmented

32' Diapason (lower 12 Resultant)	32 Notes
16' Diapason (bearded)	32
16' Bourdon	32
16' Echo Lieblich (Ext. from Rohrflute)	12
8' Octave	12
8' Gedeckt	12
16' Contra Oboe (Swell)	32 Notes
Chimes (Prepared for)	

C O U P L E R S

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

W.B.

DETAILS -3- 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.

COUPLERS - (Cont'd.)

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

An organist's bench of same material as console casing.

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

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

MECHANICALS

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

ADDITIONAL COUPLERS

Swell to Choir 4'
" " 16"

ADDITIONAL COMBINATIONS \$10,000.00

GENERAL - 5,6

Swell, Great and Choir couplers available by reversible pistons.

Pedal to combinations on and off for each manual.

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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.

PRICE: \$19,000.00

DETAILS OF CONSTRUCTION

March 7, 1920

CONTRACT QUESTIONNAIRE

MR:

Zuech:

In reference to Contract No. 702 with

Grace Epis. Church.

Rock Huron Mich.

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? *No* If so, how much and when payable?

2. Are we committed to any free organ recital?

No

3. Is there any unsettled question regarding front pipes or grille work? *No* Are we to submit designs or estimates for either?

No

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. Is there an old organ to be disposed of? *not by us* Does it belong to us, or is the church to remove it before we start installation?

We help!! I am sell

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

M. S. J.
G. L. CATLIN

March 3, 1928.

Specifications of work necessary on organ chambers, blower room and console location at Grace Episcopal Church, Port Huron, Michigan.

Specifications prepared by CH. Atkins, Skinner Organ Company Engineer. All work specified in the following paragraphs to be completed by the purchasers.

#1 North Chamber (Right of Chancel)

In this chamber there is very little work to be done except bringing a 15 inch diameter galvanized sheet iron wind trunk from the blower room to 6" above the chamber floor. Also there must be a 3" diameter electric wire conduit run from a pull box under the floor of the console to flush with the organ chamber floor. There are several holes through this chamber floor to the basement. These must be closed up. It is desired by the purchasers to keep a passage through the front of the case to a toilet room just off this organ chamber where I have shown such on my plans. The Skinner Organ Company will please take notice and let it be done.

Mr. Harvey, the church architect, suggested that the present case work in front of this chamber be brought forward about 1'0" above 6'-0" in height and the pipes be grouped forward of the arch or tone opening. This may be done in order to change the design of the case in some way so it will appear more like a new organ.

#2. South Chamber (Left of Chancel)

As this chamber must be built above the choir robeing room it will be necessary to proceed as follows. In the ceiling of the Sacristy there is now an opening 1' x 2' with a trap door in same. It will be necessary to enlarge this opening to 2'-6" square to be used as an entrance to the new choir organ chamber which must be built over the choir robeing room. This chamber must be 12'-0" long, east and west, 10'-0" deep, North and South and 10'-0" high. I would suggest that this space be walled off from the attic above the choir room and that the place best suited for same be in the center between the two chancel arches. An opening must be cut in the chancel wall from the floor of this chamber to the height of the wood moulding on the chancel wall, or about 1'-3" approximately from the point where the chancel ceiling strikes the chancel wall. The studs for walls and ceiling of the room should be covered with wire lath and plastered with Keene's cement plaster trowelled to a smooth white surface. Omit all baseboards and continue plaster to the floor. The Skinner Organ Company will prepare a plan of this room and show location of door and wind trunk and conduit also show size of tone opening to be cut in the chancel wall and send two copies of it to Mr. George Harvey, Architect, Port Huron, for his approval and ask him to check up the figures and see if correct and return one copy to Boston for our files and retain the other copy for their contractors. It will be necessary to have a door in one side of this room as entrance as the trap door which enters the attic will not come within the chamber. It will also be necessary to supply this chamber with a 10" diameter galvanized sheet iron wind trunk which can run up through the Sacristy in a corner behind some lockers and a 3" diameter electric wire conduit. The wind trunk to extend 6" inside the chamber and run to 6" inside the blower room. The conduit can be left flush with floor or wall of chamber and be run to a pull box under the floor of the console.

#3 Console

The console will be located on the left or south side of the chancel in the position selected by the organ committee. It has been decided to depress the console into the floor about 9 inches. It will, therep

fore, be necessary to build a pit 6'-0" long by 6'-0" wide and 2" deep on the left of the chancel. This also means the cutting of two pews and the filling in of like amount on the right of chancel where the present console now stands.

From the floor under the console and in the positions shown on our console blueprint (2 copies of which I have given Mr. Stratton to deliver to Mr. Harvey) there must be the following wind trunks and conduits run as specified. From 3" above the console floor there must be a 3" diameter galvanized sheet iron wind trunk of 24 gauge iron run to 1'-0" inside the blower room. All joints seams and rivets of all wind trunks must be well soldered and all joints point with the wind and all elbows as near as possible must not be less than the diameter of the pipe in radius. From flush with the floor under the console there must be a short piece of 4 inch diameter electric conduit run to the basement just below the console and into a pull box. From this position two 3" diameter conduits can be taken, one out of each end of the box and run to flush with the floor of each organ chamber.

There must also be a 1" and 2 - 3/4" conduits run from under the console floor in positions shown on our blueprint. The one inch conduit will go to the blower room and be used to carry two #8 feed wires from our direct current generator. One of the 3/4" conduits must go to the blower room and carry three #14 wires, two of which will operate the remote controll of the blower motor and the other together with one of the remote controll wires be used to light the 110 volt lamps hooked in series under the key frame of our console to serve as an indicator that the motor is running and also to furnish light for the pedal key board. The other 3/4" conduit will run to your light circuit board and be used to furnish light for the top of the console. The running of all conduits and the hooking up of all power and light wires to be done by the purchasers electrician. The Skinner Organ Company will make all light voltage organ action cables and pull same into conduits and make connections on bothends.

#5. The running of all wind trunks and connecting of same on bothends to our organ pipes and reservoir and blower in the basement to be done by the purchasers' tinsmith when our men are on the erection work.

#6. The organ chambers must be supplied with an electric circuit. During the progress of installation the purchasers' electrician can run BX or Greenfield armor covered cable to places best suited for lights about the organ. This will be determined by our erection men.

#7. Blower Room.

In the basement where the old blower is at present there must be as suitable soundproof room built to house the blower and reservoir. The blower should be placed in as clean and sound proof room as is possible. I would suggest the same location be chosen for the new blower and four walls of 2" x 4" studs and a roof of same be put up keeping the inside area 8'-0" long by 8'-0" wide and as high as possible making sure the roof studs do not in any way connect to the floor joints or walls of the present building. In other words this room must be isolated from all wood parts of the building. On the inside and outside of these wood studs tack two thicknesses of soft building paper and then on top of this nail some 7/8" x 6" sheathing. The top to be covered inside and out the same as the sides. In the side near the cellar entrance door leave a hole 1'-3" square and on the inside of this hole hang a flap door hinges at the top. This will serve to furnish fresh air to the blower. In one side of this room leave a 3'-0" x 6'-0" opening and hang a door of refrigerator type or an double set of doors ill do. There should be at least three inches space between the outside of the roof of this room and the bottom of the floor timbers above. The electrician must furnish this room with a power circuit of 110 or 220 volts? phase 60 cy. A.C. and a light circuit of 110 volts current.

/s/ C.H. ATKINS
SKINNER ORGAN COMPANY
FIELD ENGINEER