

No. 604

Agreement between

SKINNER ORGAN CO., INC.

and

St. Paul's P. E. Church,

Jackson,

Michigan

Date of Contract June 11, 1926.

Date of Completion Feb. 1, 1927.

CONTRACT

1 Articles of Agreement made this 11th day of June 1926,
by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS
hereinafter called the Builder and St. Paul's Protestant Episcopal Church,
Jackson, Mich.
hereinafter called the Purchaser.

2 For, and in Consideration of the sum of Twenty Thousand
(\$20,000.00)
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
St. Paul's Protestant Episcopal Church, Jackson, Mich.
complete in every detail and fully warranted, estimated on or about

February 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 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 therefor the sum of \$20,000.00

as follows:— ten (10%)

When the contract is signed, ~~twenty-five (25%)~~ ten (10%) per cent. of the total contract price amounting to \$2,000.00

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 \$5,000.00

Upon the delivery at the above named building of the principal portion of said organ, ~~twenty-five (25%)~~ thirty (30%) per cent. of the total contract price amounting to \$6,000.00

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

\$7,000.00

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 11th day of June 1926.

SKINNER ORGAN COMPANY, INC.

Witness /s/ Priscilla M. Merriman

By /s/ WM. E. ZEUCH
Vice-Pres.

Witness /s/ Philip LaRowe.

ST. PAUL'S PROTESTANT EPISCOPAL CHURCH
/s/ Donald Gamard, Chmn. Music Com.
Purchaser
Wm. R. Campbell, Rector

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

SPECIFICATION OF AN ORGAN PREPARED FOR
ST. PAUL'S PROTESTANT EPISCOPAL CHURCH
Jackson, Mich.

<u>GREAT ORGAN</u>	<u>PIPES</u>
16' Bourdon (Pedal Extension)	17
8' Diapason	61
8' Hohlfloete	61
4' Octave	61
4' Harmonic Flute	61
Swell Flute Celeste	
Swell Gedeckt	
8' French Horn	} in Choir Box 61
8' Tuba	
<u>SWELL ORGAN</u>	
16' Bourdon	73
8' Diapason	73
8' Gedeckt	73
8' Salicional	73
8' Voix Celestes	73
8' Flauto Dolce	73
8' Flute Celeste	61
4' Octave	73
4' Flute Triangulaire	61
Mixture 4 Rks	244
8' Cornopean	73
8' Corno d'Amore	73
8' Vox Humana	61
Tremolo	

CHOIR ORGAN

PIPES

8' Geigen	73
8' Concert Flute	73
8' Dulciana	73
4' Flute	61
2 2/3' Nazard	61
8' Clarinet	61
Tremolo	

PEDAL ORGAN

32' Diapason (Lower 12 Resultant)	
16' Major Bass	32
16' Bourdon	32
16' Echo Bourdon (Swell)	
8' Octave	12
8' Gedeckt	12
8' Still Gedeckt (Swell)	
16' Trombone	32
8' Tromba	12

C O U P L E R S

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

Swell Unison Off
 Choir Unison Off
 Great Unison Off

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

Swell to Pedal	}	Pedal Also by reversible pistons
Great to Pedal		
Choir to Pedal		
Swell to Pedal 4'		

COMBINATIONS

SWELL - 1,2,3,4,5,6	Pedal to Manual on and off
GREAT - 1,2,3,4,5	" " " " " "
CHOIR - 1,2,3,4	" " " " " "
PEDAL - 1,2,3,4,5,6	" " " " " "
GENERAL - 1,2,3,4,5	

(Swell combinations also by pedal)

MECHANICALS

Swell Expression Pedal
 Choir Expression Pedal
 Crescendo Expression Pedal
 Sforzando Pedal
 General Cancel.

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~~ ^{xxxxxxx} ~~five years~~, charging only for time and expenses.

Action to be electro pneumatic.

Standard Skinner console case of birch, oak or walnut.

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. All wiring and foundations for blowing plant and electric generators are to be furnished and installed by the purchasers, including complete electrical equipment for the satisfactory operation of said blowing plant and electric generator.

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 by the purchasers at their expense. The purchasers shall also prepare the organ chambers according to plans which are to be furnished by the organ builders.

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 purchasers.

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