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THIS ORGAN GIVEN IN MEMORY OF

MR. WARD AMES

BY

MRS. WARD AMES AND SON WARD

JANUARY 16TH, 1918

Organ Contract

_____ ^{9th} day
A. D. 1917 by and between

Leere & Son Organ Co.,
Springfield, Mass., U. S. A.,

gational Church of Duluth, Minnesota

party of the second part,

I Witnesseth: The Party of the First Part, in consideration of the agreements herein of the party of the second part, hereby agrees to construct, erect and sell to the party of the second part an organ, according to the annexed specifications, said organ to be erected complete and ready for use in **the church building now being erected at the south east corner of 4th street and 23d Ave., East Duluth, Minn.**

on or about the **First** day of **July** A.D. 1917 subject, however, to delays from fire, strikes or causes beyond the control of the party of the first part.

II The party of the first part further warrants that said organ when completed shall be free from any defects in material or workmanship, and agrees that if any such defect or defects should develop within five years after completion, the party of the first part will, upon written notice, within such period of such defect or defects, forthwith remedy the same at its own expense. This undertaking does not include tuning or such care as may be necessary for the proper preservation of the instrument nor does it include results from natural wear, damage done by fire, water or other causes not connected with the construction of said organ.

III The Party of the Second Part, in consideration of the agreements herein of the party of the first part, hereby requests the party of the first part to construct and erect said organ, and agrees to purchase the same and to pay therefor the sum of **Twelve thousand five hundred dollars (\$12,500.00)**

dollars,

in New York City funds as follows:—

~~When the principal portion of said organ is manufactured ready to assemble
in the factory of the party of the first part, the sum of~~

dollars.

This Agreement, made this 9th day
of March A. D. 1917 by and between

THE J. W. Steere & Son Organ Co.,
of Springfield, Mass., U. S. A.,

party of the first part, and

Pilgrim Congregational Church of Duluth, Minnesota

party of the second part,

I Witnesseth: The Party of the First Part, in consideration of the agreements herein of the party of the second part, hereby agrees to construct, erect and sell to the party of the second part an organ, according to the annexed specifications, said organ to be erected complete and ready for use in **the church building now being erected at the south east corner of 4th street and 23d Ave., East Duluth, Minn.**

on or about the **First** day of **July** A.D. **1917** subject, however, to delays from fire, strikes or causes beyond the control of the party of the first part.

II The party of the first part further warrants that said organ when completed shall be free from any defects in material or workmanship, and agrees that if any such defect or defects should develop within five years after completion, the party of the first part will, upon written notice, within such period of such defect or defects, forthwith remedy the same at its own expense. This undertaking does not include tuning or such care as may be necessary for the proper preservation of the instrument nor does it include results from natural wear, damage done by fire, water or other causes not connected with the construction of said organ.

III The Party of the Second Part, in consideration of the agreements herein of the party of the first part, hereby requests the party of the first part to construct and erect said organ, and agrees to purchase the same and to pay therefor the sum of **Twelve thousand five hundred dollars (\$12,500.00)**

dollars,

in New York City funds as follows:—

~~When the principal portion of said organ is manufactured and to assemble
at the factory of the party of the first part, the sum of~~

~~twelve~~

Upon the delivery in the above named building of ~~all the organ parts~~
~~XX~~
~~XX~~
~~XX~~
the sum of **six thousand two hundred and fifty (\$6,250.00)**

dollars.

Upon the erection of said organ complete, in accordance herewith, the party of the second part agreeing to thereupon examine said organ immediately in the presence of a representative of the party of the first part, the balance of said contract price, to wit, the sum of **six thousand two hundred and fifty (\$6,250.00)**

dollars.

If the party of the second part desires to substitute an 8' French Horn in the Choir Organ and a 4' Salicet in the Swell Organ for the 8' Virole d'Orchestre in the Swell Organ and the 8' Quintadena in the first part without expense to said second party provided said second party notifies said first party on or before Dec. 9th, 1916.

IV The party of the second part further agrees to have the above named building in condition suitable and proper for the erection of said organ, motor and blowing gear, and to permit the erection thereof at least **sixty**
(60) days previous to the date fixed for the completion of the organ aforesaid, and to give to the party of the first part the exclusive use and undisturbed possession of said building for the purpose of regulating and tuning said organ at least **thirty**
(30) days previous to the date fixed for said completion.

V The party of the second part further agrees to perform at their own expense the following:—to supply necessary light, heat and power during the erection, regulation and tuning of said organ, furnish and install suitable foundation and enclosure when necessary for motor, blowing gear, electric generator, including conductor pipe from blowing plant to organ, furnish and install an automatic starting device if necessary, as well as all wiring and switches of proper size, so that the electric current supplied to the motor shall be unvarying; also furnish and install such electric lights as may be needed for the erection and future care of said organ, and to do all necessary cutting of floors, partitions or other parts of the building, when and as directed by the party of the first part.

VI Said party of the second part also agrees to furnish a competent electrician to connect the motor with the "feed wires," and said party of the first part shall not be liable for any failures due to insufficient electrical service or equipment supplied by said party of the second part.

VII The party of the second part further agrees to assume all risk of damage to the organ and to the building during the erection and future care of said organ.

be liable for any failures due to insufficient electrical service or equipment supplied by said party of the second part.

VII ~~The party of the second part further agrees to assume all risk of damage to the organ by fire, lightning, explosion, or other causes, and to indemnify the party of the first part from and to insure the organ in reasonable companies against loss or damage by fire, lightning, and tornado in the event of such damage.~~

~~in the event of any loss or damage to the organ by fire, lightning, explosion, or other causes, the party of the second part shall be liable for the same, and shall indemnify the party of the first part from and to insure the organ in reasonable companies against loss or damage by fire, lightning, and tornado in the event of such damage.~~

VIII It is mutually agreed that the title to and ownership of said organ shall be and remain in the party of the first part until the contract price, as heretofore stated, has been fully paid with interest upon any deferred payments at the rate of six per cent per annum, and that upon such payment said organ shall become the property of the party of the second part.

IX It is mutually agreed that in case there shall arise any differences between the parties hereto regarding the completion of said organ, such differences shall, at the request of either party, be submitted to a party of arbitration, to consist of three disinterested persons to be forthwith chosen, one by each of the parties hereto, and the third by the two so chosen, and the finding of a majority of said committee as to whether and when said organ had been fully completed in accordance with this contract shall be final and binding upon the parties hereto; any necessary expense for arbitration shall be equally shared by the parties hereto.

X It is hereby mutually agreed that no changes, alterations or additions to this contract shall be valid unless assented to in writing by both parties hereto.

In Witness Whereof the parties hereto have interchangeably set their hands and seals the day and year first written above.

Pilgrim Congregational Church of Duluth, Minnesota.

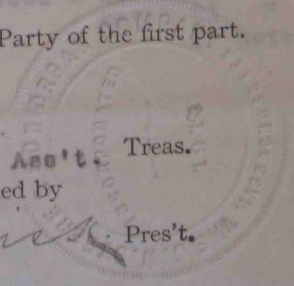
By *Oscar Mitchell*
Chairman of Board of Trustees
Party of the second part.

THE *J. W. Steere & Son Organ Co.,*
Springfield, Mass.

Party of the first part.

BY *P. Dudley* Ass't. Treas.
Countersigned by

H. B. Irish Pres't.



March 7, 1917

SPECIFICATIONS OF AN ORGAN
prepared by

THE J. W. STEERE & SON ORGAN CO., Organ builders of Springfield, Mass

for

PILGRIM CONGREGATIONAL CHURCH, DULUTH, MINNESOTA.

~~Four~~ Manuals, Compass from CC to c4, 61 Notes.

Compass of Pedals CCC to g1. 32 Notes.

GREAT ORGAN 10 inch wind

1	16'	Bourdon (from #40)	Wood	61	Notes
2	8'	Diapason	Wood & Metal	61	Pipes
3	8'	Gemshorn	Metal	61	"
4	8'	Gamba	Metal	61	"
5	8'	Gross Floete	Wood	61	"
6	4'	Octave	Metal	61	"
7	4'	Wald Floete	Wood & Metal	61	"
8	8'	Tuba	Metal	61	"
		Chimes (from Echo)		20	Notes

Nos. 3 to 8 inclusive enclosed in Choir Swell-box.

SWELL ORGAN 6 inch wind

9	16'	Bourdon	Wood & Metal	73	Pipes
10	8'	Diapason	Wood & Metal	73	"
11	8'	Salsicional	Metal	73	"
12	8'	Aeoline	Metal	73	"
13	8'	Vox Angelica (Tenor C with #12)	Metal	61	"
14	8'	Viole d' Orchestre	Metal	73	"
15	8'	Vox Celestis (with #14)	Metal	73	"
16	8'	Gedeckt	Wood & Metal	73	"
17	4'	Harmonic Flute	Metal	73	"
18	2'	Flautino	Metal	61	"
19	8'	Cornocean	Metal	73	"
20	8'	Oboe (capped)	Metal	73	"
21	8'	Vox Humana	Metal	61	"
22		Tremolo			

CHOIR ORGAN 6 inch wind
In a Swell-box.

23	16'	Gamba	Metal	73	Pipes
24	8'	Diapason	Metal	73	"
25	8'	Dulciana	Metal	73	"
26	8'	Concert Flute	Wood & Metal	73	"
27	8'	Flute Celeste (Tenor with #26)	Wood & Metal	61	"
28	8'	Quintadena	Metal	73	"
29	4'	Flute d' Amour	Wood & Metal	73	"
30	8'	Clarinet	Metal	61	"
31		Harp (Tenor C to c4)		49	Notes
32		Tremolo			

March 7, 1917

THE J. B. BISHOP & SON ORGAN CO., 1515 N. W. 10th St., Miami, Fla.

ECHO ORGAN 6 inch wind.
In a Swell-box.

33	8'	Muted Virole	Metal	73 Pipes
34	8'	Virole Celeste (Tenor C with #33)	Metal	61 "
35	8'	Fern Floete	Wood & Metal	73 "
36	8'	Vox Humana	Metal	61 "
37		Chimes (Deagan's Class "A" Tenor A to E2)		20 Notes
38		Tremolo		

PEDAL ORGAN - AUGMENTED 6 inch wind

38	32'	Resultant	Wood	32 Notes
39	16'	Diapason	Wood	44 Pipes
40	16'	Bourdon	Wood	61 "
41	16'	Gedeckt (from #9)	Wood	32 Notes
42	16'	Gamba (from #23)	Metal	32 "
43	8'	Octave (from #39)	Wood	32 "
44	8'	Flute (from #40)	Wood	32 "
45	8'	Gedeckt (from #9)	Wood	32 "
46	8'	Violoncello (from #23)	Metal	32 "

COUPLERS & ACCESSORIES

47	Swell to Great	:
48	Swell to Great 4'	:
49	Swell to Great 16'	:
50	Swell to Swell 4'	:
51	Swell to Swell 16'	:
52	Swell to Choir	:
53	Swell to Pedal	:
54	Swell Unison Off	:
55	Choir to Great	:
56	Choir to Great 4'	:
57	Choir to Great 16'	:
58	Choir to Choir 4'	:
59	Choir to Choir 16'	:
60	Choir to Pedal	:
61	Choir Unison Off	:
62	Echo to Great	:
63	Echo to Choir	:
64	Echo to Echo 4'	:
65	Echo to Echo 16'	:
66	Echo to Pedal	:
67	Echo Unison Off	:
68	Great to Great 4'	:
69	Great to Pedal	:
70	Wind Indicator	:
71	Crescendo Indicator	:
72	Sforzando Indicator	:

TO BE OPERATED

OSCILLATING TABLETS

ADJUSTABLE COMBINATIONS

Operated by Pistons placed under the respective manuals. Adjustable at console. Visibly moving registers.

73-78	1-2-3-4-5-0	Operating Great and Pedal Organs.
79-85	1-2-3-4-5-6-0	Operating on Swell and Pedal Organs.
86-90	1-2-3-4-0	Operating on Choir and Pedal Organs.
91-94	1-2-3-0	Operating on Echo and Pedal Organs.
95-99	1-2-3-4-0	Operating on Pedal Organ only. (Pedal Studs)
100-105	1-2-3-4-0	Operating on Entire Organ, not moving Registers
106	0	Pedal Release

Pedal on and off pistons on each manual.

PEDAL MOVEMENTS

107	Balanced Swell
108	Balanced Choir and Great
109	Balanced Echo
110	Balanced Crescendo (Adjustable, not moving Registers)
111	Sforzando (Full organ) Reversible
112	Great to Pedal, Reversible
113	Pedal to raise, Chime Dampers, Reversible

DETAILS OF CONSTRUCTION.

Electro-pneumatic action to be applied to this organ.

No case, or display pipes, organ to be divided and placed behind screens or grills, which are to be furnished and installed by the church.

Detached, stationary console. Outside casing of quarter-sawed Oak interior trimmings of Mahogany. Design to be approved by F. G. German, Arct. 411 Exchange Bldg., Duluth, Minn.

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

All materials to be of first quality.

Workmanship to be first-class in every respect.

Concaved and radiating Pedal key-board, A.G.O. Standard.

No stopped basses on normally open metal pipes.

All basses of the larger winded stops on separate chests.

All cutting of floors or other preparations necessary to properly install the organ, blowing plant and electric generator, to be done by the purchasers, at their expense.

An electric blowing plant of ample size to meet all legitimate demands, to be furnished by the organ builders. All wiring, switches and foundations for blowing plant and electric generator to be furnished and installed by the purchasers. Electric current for blowing plant 220 volts, 60 cycles, 3 phase, A. C..

An electric generator to furnish current for the organ action to be furnished and installed by the organ builders.

The organ to be erected in the church, tuned and left ready for use.

All galvanized iron piping to connect the blowing plant with the various divisions of the organ is to be furnished and installed by the purchasers at their expense. Under the supervision of the organ builders, including conduits for electric cables where necessary.

Swell-boxes to be furnished and installed by the purchasers from plans and specifications to be furnished by the organ builders.

All balanced Expression Pedals to be operated by the builders' improved electro-pneumatic swell motors, moving each shade separately.

International Pitch, A-435 at 68° Fahrenheit.

The builders warrant the action and construction in every particular and agree to make good within five years, any defects in the materials or workmanship, which may appear.

Agreement Between

The F. W. Steere & Son

Organ Co.

Springfield, Mass.

and

Pilgrim Congregational Church
Duluth,

Maine

Date of contract

March 9-17

To be finished

July 1-17

Copy

J. W. STEERE & SON ORGAN COMPANY

SPRINGFIELD, MASSACHUSETTS

Oct. 18, 1917.

Mr. W. G. Hegardt, Vice Pres.
American Exchange Nat'l Bank,
Duluth, Minn.

My dear Mr. Hegardt: RE: PILGRIM CONG. CHURCH.

We are sending a bill for the balance due on your organ to our representative to be presented to you upon acceptance of the organ, (copy of which bill we are enclosing to you for your information), for which we should appreciate having you hand him check made out in our favor, and your check, together with his signature on your invoice, will be sufficient receipt, altho we should be glad to furnish you any further receipt desired.

We trust that everything will be entirely to your liking, and that the mix-up in our business relations due to the old company's misfortunes will not have reacted in any way to prejudice you and your committee against us, and we wish to renew to you our assurances that the guarantee in our contract carries with it the spirit as well as the intent of fair dealing.

Our contract, of course, calls for prompt testing out of the organ by your representative, as soon as we are ready to turn it over to you. We have instructed our representative to await your action in this matter, which we trust will be very prompt.

Yours very truly,

J. W. Steere
ASS'T TREAS.
THE J. W. STEERE & SON ORGAN COMPANY

D:P ENC:BILL.

MASSACHUSETTS BONDING AND INSURANCE COMPANY

by *C. E. Fitzgerald* Vice President
E. W. Perry Assistant Secretary

W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

Sept. 20, 1917.

Mr. Oscar Mitchell, Attorney,
Alworth Building,
Duluth, Minn.

Dear Sir: RE: PILGRIM CONGREGATIONAL CHURCH.

Your wire received, which reads as follows:

"Do not care to modify in any way our organ contract". We therefore have wired our Mr. Commette as follows: "Telegram from Oscar Mitchell, Chairman Trustees of Pilgrim Church, says they do not care to modify their organ contract, so go ahead and finish the organ right away, as we have other work for you to do as soon as you are thru in Duluth".

Very truly yours,

THE J. W. STEERE & SON ORGAN CO.

Geo. O. Kingsbury PRESIDENT

K:P

Please Address All Communications to the Company.

MASSACHUSETTS BONDING AND INSURANCE COMPANY

by *C. J. ...*

W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

Sept. 17, 1917.

Mr. Oscar Mitchell,
Alworth Building,
Duluth, Minn.

Dear Sir:

RE: PILGRIM CONG. CHURCH.

Our Mr. Commette has written us stating that the organ committee expect to write us in regard to postponing the finishing of the organ in order to accommodate you, inasmuch as you do not expect to use the church before Christmas.

We are perfectly willing to accommodate you if you will settle for the organ, and pay all additional expenses incident to the delay in finishing the organ. Otherwise, we will have to insist upon completing the organ at this time, as we could not afford to postpone the payment, nor go to the extra expense involved by our man leaving the job and going back to it later. We presume that you will agree with us in this, and be very glad to meet our conditions, if we are willing to accommodate you.

Please wire us your answer immediately, in order that we may instruct our Mr. Commette, whom we can not afford to have waiting around there with nothing to do. Mr. Commette informs us that he expects to have the organ all set up ready for finishing by the middle of this week.

Very truly yours,

THE J. W. STEERE & SON ORGAN COMPANY

Jes. O. Kingsbury PRESIDENT

K:P

Please Address All Communications to the Company.

Duluth Minn Sept 19 1917

The J. W. Steere & Son Organ Company

Springfield, Massachusetts

Do not care to modify in anyway our organ contract

Oscar Mitchell

Chge. W.B.& M.

July 20th, 1917.

J. W. Steere & Sons Organ Company,
Springfield, Mass.

Gentlemen:

I am handing you herewith draft of American Exchange National Bank, of this City, upon National Park Bank, New York, No. C159449, payable to your order in the sum of \$4,100.00. This is to apply upon the purchase price of the organ under your contract with Pilgrim Congregational Church. This, together with the payment already made, is somewhat in excess of the amount which is due at this time; but the advance payment is made in consideration of the delay which has been occasioned you. The balance of the total contract price will be paid upon the completion of the contract in accordance with its terms.

Yours very truly,

Chairman, Board of Trustees.

Enc.

OM-ASW

COPY

June 26, 1917.

German & Jenssen,
410 Exchange Bldg.,
Duluth, Minn.

Gentlemen: RE: PILGRIM CONG. CHURCH.

We shipped the organ in accordance with your wire of the 6th inst., and the cars had both left when Mr. Hegardt's wire reached us. We trust that you will be able to arrange some dry place where the organ can be placed upon arrival. We are sending B/L for this to Mr. Hegardt today, and would ask him to have a reliable trucking concern keep watch for the arrival. A few days demurrage would be better than too much handling, if it were possible to arrange this way.

Yours very truly,

THE J. W. STEERE & SON ORGAN CO.

(signed)

P. E. DUDLEY

ASS'T TREAS.

D:P

WESTERN UNION
TELEGRAM

June 18, 1917.

Mr. W. G. Hegardt, Vice-Pres.
American Exchange Nat'l Bank,
Duluth, Minn.

Dear Sir: RE: PILGRIM CONG. CHURCH.

We beg to advise you that your organ for the Pilgrim Cong. Church goes forward in two cars Wednesday or Thursday of this week, consigned to ourselves, % Mr. Hegardt.

We are making out B/L requesting the railroad to notify you on arrival of these cars and would ask that you wire us collect upon notice of arrival, so that we may have our man leave the day the cars arrive, and thus avoid ^{any} demurrage charge than is absolutely necessary.

Yours very truly,

THE J. W. STEERE & SON ORGAN CO.
ASS'T TREAS.

D:P

Form 2910

WESTERN UNION TELEGRAM



NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, VICE-PRESIDENT

BELVIDERE BROOKS, VICE-PRESIDENT

CLASS OF SERVICE DESIRED

<input type="checkbox"/>	Day Message
<input type="checkbox"/>	Night Message
<input type="checkbox"/>	Day Letter
<input type="checkbox"/>	Night Letter

Patrons should mark an X opposite the class of service desired; otherwise FULL RATES will be charged SEE BACK OF THIS BLANK

Send the following message, subject to the terms }
on back hereof, which are hereby agreed to }

COPY Dulth, Minn. June 6, 1917

To The J. W. Steers & Son Organ Co.,
Springfield, Mass.

Better hold shipment of organ for two weeks longer
German & Jenssen

SENDER'S ADDRESS
FOR ANSWER

SENDER'S TELE-
PHONE NUMBER

O. E. Dudley, ASS'T TREAS.

INCORPORATED 1901.



COR. CHESTNUT AND SHARON STREETS, SPRINGFIELD, MASS. May 9 1917

PILGRIM CONGREGATIONAL CHURCH, DULUTH, MINN.

To Organ as per Contract	\$12500
May 9th Draft on account	<u> 4200</u>
Balance Due	\$ 8300

W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

May 9, 1917.

Mr. Oscar Mitchell, Attorney,
Alworth Building,
Duluth, Minn.

Dear Sir: RE: PILGRIM CONG. CHURCH.

Please accept our thanks for your draft on Mechanics & Metals National Bank of New York, #C 170166, for forty-two hundred dollars (\$4200), on account of organ for Pilgrim Cong. Church. You may be very sure that we sincerely appreciate your courtesy and consideration in this matter.

At present there is an embargo from this point for the west, and we would advise shipping your organ as soon as this embargo is lifted, so as to avoid another one. It would be two or three weeks on the road at least, probably.

Very truly yours,

THE J. W. STEERE & SON ORGAN CO.

J. W. Steere ASS'T TREAS.

D:P

ENCLOSURE.

May 7th, 1917.

The J. W. Steere & Son Organ Co.,
Springfield, Mass.

Gentlemen:

In response to yours of May 2nd to Mr. Hegardt and in consideration of the delay which we are occasioning you I am handing you herewith draft of American Exchange National Bank on Mechanics' & Metals National Bank, of New York City, No. C170166, payable to your order in the sum of \$4,200.00, to apply on the contract price for the erection of organ.

Kindly acknowledge receipt, and oblige,

Yours very truly,

Chairman, Board of Trustees,
Pilgrim Congregation Church,
of Duluth, Minnesota.

Enc.

OM-ASW

COPY

May 2, 1917.

Mr. H. G. Hegardt, Vice-Pres.
American Exchange Nat'l Bank,
Duluth, Minn.

My dear Mr. Hegardt: RE: PILGRIM CONG. CHURCH.

For the past six or eight weeks we have been doing our best, both by wire and letter, to secure sample of color finish for console of your new organ, and have been continually put off, being advised that it was being attended to and would be sent to us as soon as finished. It takes a very short time to make up a sample.

We are also advised by Mr. Mitchell that the church will not be in suitable shape to receive the organ before the fifteenth of May. Mr. German writes under date of April 21, that it would be a month or so before the staging can be removed in the Auditorium and workmen commence to nail down the finished floors, and that therefore, it will not be until after that time that we can have such use of the Auditorium as may be necessary for us. He states that the organ contract was awarded too soon and the work gone on with faster than was necessary, and now that the organ is ready, the building is in no proper shape to receive it. The organ is complete with the exception of wiring and finishing the console, and is boxed ready for shipment, and has been for the past month. The contract specifically provides that we are to have sixty days previous to the date fixed for the

completion of the organ in which to do our work. The contract calls for the organ to be finished on July 1. It will take several weeks, possibly, for the organ to reach Duluth after shipment.

A very substantial sum of money is tied up in the organ idle, thru no fault of ours, and as you know, payrolls come along with a certain degree of regularity, and we have also had to make large purchases of lumber and metals for the past few months. We naturally need our money coming along regularly. In the circumstances, we do not see why it is not perfectly equitable for us to ask for a one-third payment. Your church is fully protected by our bond. We are confident that if you and the other members of your committee will carefully think this over, that you will be willing to meet our wishes in this matter. We would very much appreciate it if you will let us have your check on or before the ninth of this month.

With personal regards, I am,

Very truly yours,

ASS'T TREAS.

D:R

Very truly yours,

THOMAS J. ...

[Handwritten signature]

F. G. GERMAN, ARCHITECT,
410-411 EXCHANGE BUILDING
DULUTH, - - MINNESOTA.

May 1, 1917.

PILGRIM CHURCH,

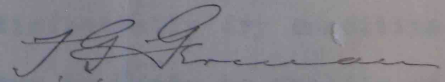
Mr. Oscar Mitchell,
Alworth Bldg.,
Duluth, Minn.

Dear Sir:

I enclose certificate for \$1000.00 in favor of Kelsey Heating Co. for your O. K. and return to Mr. Hegardt.

They are well along with their work and asked for \$1500.00 but as we are delayed because they have not yet delivered the large motor, which must be set and in operation before good results can be obtained, I have reduced certificate to \$1000.00 and am writing them this explanation.

Yours truly,



enc.

final result of a perfect instrument, and we should certainly
put up with the maximum of inconvenience in order to accomplish
this result.

COPY

April 24, 1917.

Messrs. German & Jenssen,
410 Exchange Building, Attorney,
Duluth, Minn.

Gentlemen: RE: PILGRIM CONG. CHURCH.

We have your wire, together with letter of the 21st inst., in regard to shipping the organ. We of course do not wish to take any chances on having the organ stored in any part of your building which is not in a satisfactorily dry condition.

While naturally we are anxious to begin to realize on our contract, yet as you say, the first consideration is the final result of a perfect instrument, and we should certainly put up with the maximum of inconvenience in order to accomplish this result. Clause 4 of our contract states that you will have the "building in condition suitable and proper for" etc., "at least sixty (60) days previous to the date fixed for the completion of the organ". We would ask that you give us such assistance as you may be able in making shipment, etc.

We enclose herewith tracing formerly sent to you. Would say that you may bring pipe up anywhere you please, so long as it is carried into the Echo chamber as indicated on the tracing.

Won't you please send us sample for shade finish of console?

Very truly yours,

THE J. W. STEERE & SON ORGAN CO.

D:P Enc;1.

ASS'T TREAS.

J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

March 29, 1917.

Mr. Oscar Mitchell, Attorney,
Alworth Building,
Duluth, Minn.

Dear Sir: RE: PILGRIM CONG. CHURCH.

In view of the present railroad congestion, and the fact that May 1 has been designated as the time at which we may commence work in erecting your organ, we would ask if it would not be advisable for us to make shipment of your organ next week, or as soon as we have fixed up the console to meet Mr. German's wishes, so that there would be no delay in the work. We should also very much appreciate being able to ship the organ as it is occupying space which we sadly need for other organs. Three weeks would not seem to be more than reasonable time for the organ to reach Duluth. In case it did reach you in two weeks, say, or the third week in April, would it be possible for us to start erecting, and would the interior be sufficiently dry?

Awaiting your advices, we are,

Very truly yours,

THE J.W. STEERE & SON ORGAN CO.

P. E. Dudley,
Asst. Treas.

D:P

(OVER)

OL-AST

GERMAN & JENSSEN, ARCHITECTS,
410-411 EXCHANGE BUILDING
DULUTH, MINNESOTA.

April eleventh
1917.

PILGRIM CHURCH ORGAN.

Mr. Oscar Mitchell;
Alworth Building,
Duluth, Minn.

Dear Sir:

Regarding the enclosed letter
relative to shipment of the organ.

The first coat of plastering is
not yet completed and the organ chambers
have not yet been plastered or otherwise
finished. In my opinion the organ should
not be shipped until May 1st at the earliest.
Even aside from dampness in the building,
there is no place to store it if it comes
before it can be set up.

The organ builders will realize
that the plastering should be completed and
reasonably dry before their material is placed
in the building.

Yours truly,

J. G. German

enc.

ATTENTION:

March 29, 1917.

MR. GERMAN. of the finish to be used, making it reasonably
sizable, you will have no cause for complaint, but if you
Messrs. German & Jenssen, Architects, sent to you in the
410 Exchange Building,
Duluth, Minnesota.

Gentlemen: RE: PILGRIM CONG. CHURCH.

We have your favor of the 26th inst., and
note contents. We will finish console detail leaving
them square-headed and using small panel molding, as
per detail which you sent us. We will also change the
legs, making them square with a beaded corner, as per
detail.

Regarding the final finish of the console,
we would advise you as follows: We have a number of
times sent consoles unfinished at the request of archi-
tects and builders, so that they might be sure that the
color would match the surrounding woodwork, but in every
instance the result has been more or less unsatisfactory.
You could, of course, get as good a finish on your con-
sole as you did on the surrounding woodwork, and also
have your color exactly matched up. As to the ^{surface} color
it
finish of the console would be noticeably inferior to
what it would be were it done here at our factory. Our
wood finisher is a man of a great many years' experience,
and an artist in his line, and if you will send us a

March 20, 1917.

color sample of the finish to be used, making it reasonably sizeable, you will have no cause for complaint, but if you should still desire the console to be sent to you in its unfinished state, we could not be responsible for the results, but if you care to have your own wood finishers handle it, it will be perfectly satisfactory to us.

Very truly yours,

THE J.W. STERRER & SON ORGAN CO.

Will you please reply to our recent wire asking for console details, and also send us sample for color finish of console.

D:P

Your prompt response would be very much appreciated by us.

Very truly yours,

THE J.W. STERRER & SON ORGAN CO.

March 28, 1917.

German & Jenssen,
411 Exchange Bldg.,
Duluth, Minn.

Gentlemen: RE: PILGRIM CONG. CHURCH, DULUTH.

Will you please reply to our recent wire asking for console details, and also send us sample for color finish of console?

Your prompt response would be very much appreciated by us.

Very truly yours,

THE J.W. STEERE & SON ORGAN CO.

D:F

Very truly yours,

THE J.W. STEERE & SON ORGAN CO.

I

(OVER)

THE J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

March 19, 1917.

Mr. Oscar Mitchell, Attorney,
Alworth Building,
Duluth, Minn.

Dear Sir: RE: PILGRIM CONG. CHURCH.

Enclosed please find contracts signed in duplicate, together with bond, both of which embody the amendments required by you in your letter of the 27th of February. If the enclosed contracts and bond are not in satisfactory form, we would ask that you kindly draw up and sign contracts embodying such provisions as would be satisfactory to you, and form of bond which we may submit to the bonding company. We know of nothing further that we can do than we have already done to meet your wishes. There is no question as to the faithful performance of this contract, and we trust that the papers we are sending will meet with your approval.

I am enclosing copy of letter which I am writing to Mr. Hegardt today.

Awaiting your advices, we are,

Very truly yours,

THE J. W. STEERE & SON ORGAN CO.

O. Dudley ASST. TREAS.

D:P

(OVER)

ENC: CONTRACTS & BOND.

MASSACHUSETTS BONDING AND INSURANCE COMPANY

by

G. Fitzgerald
Vice President

Enc.
OM-ASH

COPY

March 19, 1917

German & Jensen, Architects,
410 Exchange Building,
Duluth, Minn.,

Gentlemen, RE: PILGRIM CONG. CHURCH

Replying to your letter of the 14th inst., beg to say that we are enclosing sketch of console, #1, #2, can not be changed? The legs can be removed and square ones put in. The panelling can be changed only as indicated by #3. If you insist, we shall of course have to build an entirely new console, but inasmuch as you delayed in sending us details, and the fact that we have been put to an expense of seventy-five dollars in securing a surety-bond, and also the fact that the organ committee has seen fit to postpone the delivery of the organ, which is now complete, from May 1 to July 1, involving an additional expense to us of around one hundred and twenty-five dollars interest, and storage charges as well, we should naturally appreciate it if you could see your way clear in the circumstances to make some arrangements whereby it would not be necessary for us to build another console.

Awaiting your prompt reply, we are,
Yours truly,
THE J. W. STEERE & SON ORGAN CO.

MASSACHUSETTS BONDING AND INSURANCE COMPANY
by *[Signature]* Vice President

COPY

March 19, 1917.

Mr. W. G. Hegardt, Vice-President
American Exchange National Bank,
Duluth, Minn.

My dear Mr. Hegardt: RE: PILGRIM CONG. CHURCH.

Referring to our conversation while you were at the factory, I want to say that I have looked into the matter of giving bonds for the faithful performance of our contracts as carefully as possible, and I am convinced that Mr. Chadwick has been done an unintentional injustice. Neither this company nor its predecessor has ever given a bond guaranteeing any contract. The only instance in which this question arose was when we took the contract for building the Yale organ, and then it was a matter of form, and in accordance with their usual requirements at the University to require a bond on all contracts. In this instance it was stated that either a bond be furnished, or the final payment be postponed thirty days after the acceptance of the organ. We did not give a bond and the final payment was made less than a week after the acceptance of the organ. This must be the instance to which you referred. I am anxious to correct any false impression that either you or any of your church associates may have gained in regard to this matter. I am forwarding today contract in duplicate, together with surety bond, conforming as nearly as I am able to the requirements which Mr. Mitchell outlined, and I very much trust that there will be no

V. W. ...

Mr. Hegardt

-2-

further delay in the matter.

I was very glad indeed to have the opportunity of talking with you personally, and am only sorry that I did not go to Duluth at once when any question arose as to our contract, for I am sure the matter could easily have been straightened out.

Yours very truly,

ASS'T TREAS.

D:P

Pilgrim Congregational Church, St. Duluth, Minnesota

erecting an organ complete and ready for use in the church building now being erected at the North East corner of 4th Street and Third Avenue East, Duluth, Minnesota, and guaranteeing said organ against defects of material or workmanship for a period of five years from the date of completion.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the said organ shall be defective and cannot be repaired within the period hereinafter mentioned by the part of said Church, the amount of the said obligation shall be void and the said organ shall be replaced by the said contractor at his own expense.

IN WITNESS WHEREOF the said Parties have hereunto signed their names and seals to be hereunto attested this day of February, 1904.

MASSACHUSETTS BONDING AND INSURANCE COMPANY

by *C. Fitzgerald*
Vice President

Know All Men by These Presents

That we THE J. W. STEERE & SON ORGAN COMPANY

of Springfield, Massachusetts
hereinafter called the Principal, and the MASSACHUSETTS BONDING AND INSURANCE COMPANY,
a corporation organized under the laws of the Commonwealth of Massachusetts, having its principal office
in the City of Boston, in said Commonwealth, hereinafter called the Surety, are jointly and severally bound
unto the Pilgrim Congregational Church of Duluth, Minnesota

in the full sum of Twelve thousand five hundred

(12500) Dollars,
lawful money of the United States of America, for which payment, well and truly to be made, we jointly
and severally bind ourselves, our successors, administrators and assigns, firmly by these presents.

Signed and Sealed this 14th day of March 1917.

WHEREAS the said Principal has entered into a written contract with said

Pilgrim Congregational Church of Duluth, Minnesota

dated March 9th 1917

for erecting an organ complete and ready for use in the church building now
being erected at the South East corner of 4th Street and 33rd Avenue East,
Duluth, Minnesota, and guaranteeing said organ against defects of material
or workmanship for a period of five years from the date of completion.

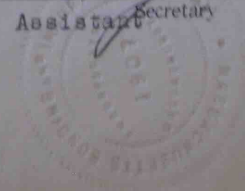
NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the said
principal shall conform and comply with the terms and conditions of the contract hereinbefore described,
on the part of said Principal to be performed and complied with, then this obligation shall be void, other-
wise to be and remain in full force and effect.

IN WITNESS WHEREOF the said Principal and Surety have caused these presents to be signed
and their seals to be hereunto affixed the day and year first above written.

The J. W. Steere & Son Organ Co.,
By *J. S. [Signature]* Pres.
P. E. [Signature] Dist. Treas.

MASSACHUSETTS BONDING AND INSURANCE COMPANY

by *[Signature]* Vice President
[Signature] Assistant Secretary





MASSACHUSETTS BONDING AND INSURANCE COMPANY.

HOME OFFICE, BOSTON, MASSACHUSETTS.

At a meeting of the Board of Directors of MASSACHUSETTS BONDING AND INSURANCE COMPANY, held in the City of Boston, on the 16th of September, A. D. 1915, the following preamble and resolution was adopted:

“Whereas, under its statutory powers, the MASSACHUSETTS BONDING AND INSURANCE COMPANY is engaged in the business of Fidelity and Surety Bonding, and inquiry may be made concerning the power of Executive Officers of the Company to act in its behalf, therefore be it

“Resolved, that the President, or any Vice-President, in conjunction with the Secretary, or any Assistant Secretary, be, and they are hereby authorized and empowered to execute, attach the seal of the Company, and deliver any and all bonds, recognizances, obligations, stipulations, undertakings, or anything in the nature of either of the same, allowed or required by law, municipal or otherwise, or by the rules, regulations, orders, customs, practice or discretion of the board, body, organization, office or officers, legal, municipal or otherwise, which this Company, under and by virtue of its charter, has authority to execute.”

I, R. C. DeNormandie, Assistant Secretary of the Massachusetts Bonding and Insurance Company, do hereby certify that the above and foregoing is a full and correct copy of a preamble and resolution passed by the Board of Directors, of the said Company, at a regular meeting thereof, duly called and held on the 16th day of September, A. D. 1915, a quorum being present, as the same appears on the records of the Company now in my possession and custody as Assistant Secretary, and that the same is still in full force and effect.

I further certify that at a meeting of the Board of Directors, of the said Company, duly called, held on the 25th day of January, A. D. 1917, a quorum being present, the following Officers were duly elected for the ensuing year:

- TIMOTHY J. FALVEY.....President
- R. PERRY SHORTS.....First Vice-President
- JAMES L. RICHARDS.....Vice-President
- JOSEPH H. O'NEIL.....Vice-President
- SAMUEL S. PERRY.....Vice-President
- CORNELIUS G. FITZGERALD...Vice-President
- JOHN T. BURNETT.....Secretary and Treasurer
- CHARLES W. FLETCHER.....Comptroller, Assistant Secretary and
Assistant Treasurer
- RICHARD C. DeNORMANDIE...Assistant Secretary
- GEORGE W. BERRY.....Assistant Secretary
- JOHN J. FLYNN.....Assistant Secretary

all of whom have duly qualified and are now filling their several offices or positions.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said Company at the City of Boston, Massachusetts, this 14th day of March A. D. 1917.

R. C. DeNormandie
Assistant Secretary

Comptroller, Assistant Secretary and
Assistant Treasurer
RICHARD C. DeNORMANDIE... Assistant Secretary
GEORGE W. BERRY... Assistant Secretary
JOHN J. FLYNN... Assistant Secretary

all of whom have duly qualified and are now filling their several offices or positions
In Witness Whereof

WINTHROP I. DAVIS
INSURANCE, SURETY BONDS
381 Main Street
SPRINGFIELD, MASSACHUSETTS

BOND

AMOUNT, \$.....

TO

DATED 191



**MASSACHUSETTS BONDING
AND INSURANCE COMPANY**

H. G. FISK, Vice President
J. W. STEERE & SON
SPRINGFIELD

Mr. Osoar Mitchel
Alworth B
Dear Sir:

H. G. FISK, Vice President

GEO. O. KINGSBURY, Treasurer and General Manager

J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

March 8, 1917.

Mr. Oscar Mitchell, Attorney.

Alworth Building,

Duluth, Minn.

Dear Sir: RE: PILGRIM CONGREGATIONAL CHURCH.

Your recent letter returning contract and bond received. We are having changes made in contract and bond in conformity with your suggestions, and will return same to you as soon as executed.

Referring to the representations of which you speak, made by Mr. Chadwick to Mrs. Matter, would say that we wrote Mr. Chadwick at once. Enclosed is a copy of Mr. Chadwick's reply. You may consider this as a part of our contract if you so wish, that is the way we consider it, although not formally included in that instrument. Your organ is practically complete except for the finishing of the console, concerning which we are writing Mr. German today.

All of the details concerning which Mrs. Matter spoke, together with a number of other things have been most carefully looked after, and you will find that when you compare your finished organ with that of the First Presbyterian Church in your city, that any criticism which may be possible will not be against our company.

O. Mitchell.

-2-

March 3, 1917

Mr. Hegardt has just left the office, and the writer had a most pleasant conversation with him. I think that he will be able to explain quite a number of things to you, and I know that he was able to make quite a number of things plain to me, which had not been entirely clear heretofore. If you will just believe that there is the fullest desire upon our part to carry out our contract both in spirit as well as in the letter, you will not only feel better yourself but greatly relieve the mind of the writer. Had I known what I now know after my talk with Mr. Hegardt, I should certainly have gone to Duluth on the first train after receiving your letter cancelling our original contract. As matters have turned out, however, there is no necessity for my doing so, and I have just promised Mr. Hegardt that the very best finisher we have shall be put on your organ when the time comes. If this date could be anticipated, it would naturally be of great assistance to us, as your organ is completed with the exception of say ten days' work, and it means that a very substantial amount of money is tied up for some time.

I trust that you will see Mr. Hegardt very soon after his return, and I know that he will be able to explain certain things to you which have not been entirely clear heretofore.

Very truly yours,

J. E. Dudley, Ass't Treas.

D:P

ENC:1

Copy

O. Kingsbury

H. G. FISK, Vice President

GEO. O. KINGSBURY, Treasurer and General Manager

J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867
SPRINGFIELD, MASSACHUSETTS

March 3, 1917

Steere Organ Company,
Springfield, Mass.

Gentlemen,

RE: PILGRIM CONG. CHURCH, DULUTH, MINN.

Replying to your letter of the 1st. inst. in reference to the organ for the above named church, there is not much, if anything, to add to what you have already written to Mr. Oscar Mitchell and Mrs. Matter. I did agree that we would use zinc in the Basses of the metal pipes, where we usually have used this metal. If you will look up the correspondence about this organ, you will find that I wrote you very explicitly and at some length and called your particular attention to the fact that the Adjustable Combination action was to be made with the Single Setter system, altho not so stated in the scheme, which was due to an oversight of mine, when the specifications were made out. In the letter referred to I wrote particularly about the way the organ should be voiced. They want very Mellow Flutes, smooth, but virile Diapasons and Reeds, Capped Oboe and the "Strings" like those in the Northfield organ. They do not want a screech or strident organ. All of which I explained to Mr. Van Wart upon my return to Springfield and which I am sure will be faithfully carried out.

Be sure that the Tuba is voiced very smooth, with fairly

H. G. FISK, Vice President

GEO. O. KINGSBURY, Treasurer and General Manager

J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

Copy

#2.

good strength. Mrs Matter liked the Tuba in the Northfield organ very much. She was also delighted with the Echo organ and particularly with the Choir Flutes which she thought were very beautiful. The Harp, she said was the best she ever heard. Much better than Skinner's in the House of Hope organ St. Paul. She was also much pleased with the Diapasons. You must be sure that the 4' & 2' stops are voiced so they will not be too loud, particularly the 2' Flautino in the Swell. Usually thses stops have to be made much softer than they are voiced at the factory.

I don't think you need worry much about the Voicing if you follow out out usual plans.

Yours very truly,

(SIGNED) Chas. F. Chadwick.

H. G. FISK, Vice President

GEO. O. KINGSBURY, Treasurer and General Manager

J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

Feb. 27, 1917.

Mr. Oscar Mitchell, Attorney,
Alworth Building,
Duluth, Minn.

Dear Sir: RE: PILGRIM CONG. CHURCH.

We have your letter of the 22d inst., and by this time of course you are in receipt of our communication enclosing bond and new contract with specifications. You will note that the only change made has been in the terms of payment. The only change in the name of the company is the addition of "The", and the change to a Massachusetts corporation instead of a Maine corporation. Mr. Harry G. Fisk is the President and Treasurer temporarily, and I am Assistant Treasurer until all of our stock subscriptions are in, for which call has already been made. Regarding the omission from the contract of the clause specifying that the Adjustable Combinations are to be made the same as at Northfield, with the Single Setter System, beg to assure you that while this was merely verbal between Mrs. Matter and Mr. Chadwick, the organ will of course be arranged this way.

In no circumstances should we think of changing the metal which we regularly use in our pipes. While our costs are very much higher for metal at the present time, we have no difficulty in securing whatever zinc, lead and tin, as well as the highest grade of lumber, for our pipes, *that we need.*

Regarding representations and promises, with reference

Mr. O. Mitchell

-2-

to the tone of the organ, I am unable to definitely advise you as Mr. Chadwick is at present in Kentucky, but you may rest assured that everything will be done exactly in accordance with the understanding which existed between Mr. Chadwick and Mrs. Matter, and we have no fear but that you will be entirely satisfied with your instrument.

I am sending copy of this letter to Mrs. Matter, so that she may be fully cognizant of its contents and to let you know that I have every authority to give you the assurances you desire.

In the meantime, I will forward a copy of your letter to Mr. Chadwick and ask him to write us fully about this matter so that we may have everything a matter of record, and thus avoid any possible misunderstanding.

Very truly yours,

THE J. W. STEERE & SON ORGAN CO.

*P. Dudley,
Asst. Mgr.*

D:P

February 27th, 1917.

J. W. Steere & Son, Organ Co.,
Springfield, Mass.

Gentlemen:

I have yours of February 23rd enclosing duplicate contracts with bond and am returning the same to you herewith. Neither the contract nor the bond is satisfactory in form. In my letter to you of December 9th last cancelling the original contract I stated that if the re-organized company desired to make a contract I could enter into a contract for the same work at the same price "so drawn that we would be required to make no payment of any sort until the organ is completed and will save the entire contract secured by a bond with a surety company doing business in this state." You made no reply to that statement in the letter but apparently continued to make preparations to furnish the organ. Finally on February 8th you sent me a telegram saying you would make new contract by re-organized company same as present contract except terms half the contract price payable after organ parts delivered into church, balance after organ is erected and finished in accordance with the specifications and contract. While this telegram departed somewhat from the statement in my letter to the company of December 9th I decided to accept your terms and wired you on February 9th that we would make new contract on this basis, you to furnish bond and on February 22nd I wrote you stating there would have to be some modification in the contract as to the time when you could have possession of the church and called your attention to certain representations made by your Mr. Chadwick to Mrs. Matter of the music committee and asked that you advise us of your position with reference to them.

The form of contract which you submit is not dated but I assume that it is signed by the re-organized company; but the bond which you submit described the contract which was made by the old company, dated November 29th, 1916.

Following my suggestion to you in my letter of February 22nd as to modification in time it will be necessary to change the date when the building will be in proper condition for the erection of the organ to *May 1st, 1917*, and if you still desire sixty days time in the building it will be necessary to make the date of completion *July 1st, 1917* instead of May 1st as you have it.

The agreement as expressed in your telegram of February 8th is: "If contract price payable after organ parts delivered into church." If your form of contract you modify that.

WESTERN UNION TELEGRAM

J. W. Steere & Son Organ Co.

February 27th, 1917.

RECEIVED AT 137 NATIONAL BANK BLDG. COR. 3D AVE. W. AND CONVENT ST. DULLES, MARYLAND

1727 * COLLECT

It will, therefore, be necessary for you to correct the form of contract as follows:

OSCAR MITCHELL

YES MASSACHUSETTS

TO DO BUSINESS IN

- (1) Date it.
- (2) Change the wording at the top of the second page to conform to your telegram as follows: "Upon the delivery in the above named building of all the organ parts, the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00)"
- (3) Change the date of completion in paragraph 1 from May 1st, 1917, to *July 1st, 1917*.

The bond is unsatisfactory in form for the reasons:

- (1) That it evidently refers not to this contract by the re-organized company but to the old contract which has long since been cancelled by us and which we do not in any manner recognize.
- (2) The conditions found in lines 22 to 63 of the bond are unsatisfactory and will not be accepted.

If the new contract, signed by the proper officers of the re-organized company, is dated and correctly described in the bond and all of the conditions found in line 22 to 63, inclusive, are eliminated we will accept the bond with the surety you propose.

For your information the writer of this letter approves for the purchasers and owners a great many surety bonds and we have for a number of years refused to approve any bond containing these limiting provisions and for the reason that with these provisions in, no matter how careful the owner may be, in case of resort to the bond he is almost certain to be met with a law suit. In fact our firm represents a large number of the surety companies and has defended a number of cases through the courts where the defenses were based upon the claim that the owner had failed to comply with some of these various conditions.

I mention these matters to show that there is no disposition on my part to be captious or unreasonable and in view of all of the circumstances surrounding this transaction I think you will agree that we are entitled to a contract in proper form and to a bond that does not have the protection which we are asking for by a lot of conditions some of which it might be difficult, if not impossible, for us to comply with.

Upon receipt of the contracts in proper form with the bond properly executed and properly describing and identifying the contract with the re-organized company the contracts will be executed at once and your copy returned to you.

Yours very truly,

Enc.
OM-ASW

Chairman of Board of Trustees.

WESTERN UNION TELEGRAM

Form 1201

Write
N L
These three symbols
appear after the check (number of
words) in a day message. Other-
wise its character is indicated by the
symbol appearing after the check.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	El
Night Message	Nite
Night Letter	N L

If none of these three symbols
appears after the check (number of
words) this is a day message. Other-
wise its character is indicated by the
symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT 1ST NATIONAL BANK BLDG., COR. 3D AVE. W. AND SUPERIOR ST., DULUTH, MINN. ALWAYS OPEN

17ZT 15 COLLECT

STPAUL MINN 252P FEB 27 1917

OSCAR MITCHELL

167

DULUTH MINN

YES MASSACHUSETTS BONDING AND INSURANCE COMPANY IS FULLY AUTHORIZED
TO DO BUSINESS IN STATE

JOHN B SANBORN

258P

ST.

Y OF WESTERN UNION TELEGRAM

Duluth, Minnesota,
February 27th, 1917.

John B. Sannorn,
State Insurance Commissioner,
State Capitol Building,
St. Paul, Minn.

Wire whether Massachusetts Bonding and Insurance Company fully
authorized to do business in this state.

OSCAR MITCHELL.

Chgs. W. B. & M.

ST.

ENC. 2

H. G. FISK, Vice President

GEO. O. KINGSBURY, Treasurer and General Manager

J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

Feb. 23, 1917.

Mr. Oscar Mitchell, Attorney,

Alworth Building,

Duluth, Minn.

Dear Sir: RE: PILGRIM CONGREGATIONAL CHURCH.

Enclosed find duplicate contracts
together with bond, as per agreement.

Please ^{date and} sign both of the contracts
and return one to us, and oblige,

Yours truly,

THE J.W. STEERE & SON ORGAN CO.

Geo. O. Kingsbury

K:P

ST.

ENC:2

H. G. FISK, Vice President

GEO. O. KINGSBURY, Treasurer and General Manager

J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

Feb. 20, 1917.

Mr. Oscar Mitchell, Attorney,
Alworth Building,
Duluth, Minn.

Dear Sir: REP: PILGRIM CONG. CHURCH.

Your bond and new contracts will go forward to you within the next day or so. In the meantime, will you please have your architect give us color finish, together with the size of the Echo openings and panel details for the back and ends of the console? Can you not make the panel details for both the back and ends *the same?*

Yours truly,

THE J.W. STEERE & SON ORGAN CO.

P. E. Dudley,
Asst. Treas.

D:P

ENC:1

Telephoned Gerrard.

2-24-

M

February 22nd, 1917.

J. W. Steere & Son Organ Co.,
Springfield, Mass.

Gentlemen:

I have not yet received from you the contract and bond in connection with the church organ and this is to remind you of that fact. So far as I know the contract which must be made by the re-organized company and the Church will be very simple; merely an agreement between that company and the Church that that company would assume and perform the contract made by the old company with the modification as to payments which you have suggested and this accompanied by a bond of a surety company qualified to do business in this state. There will, however, have to be some little modification as to the time when you can have possession of the Church as I think the building contractor will not be ready for you until somewhat later than the time contemplated when the original contract was signed.

On receipt of this letter would ask you to either send at once the suggested form of new contract and bond, or, if you prefer, if you will advise me, giving me the exact corporate name of the new company and the name of the state under which organized (or possibly you have had no new corporation organized) and name of the surety company that will sign your bond I will prepare the necessary contract here.

In this connection, Mrs. Matter, one of the music committee of the Church and the person who had most to do, probably, in the negotiations with your Mr. Chadwick, is anxious to be assured by some one now in authority that the verbal representations made to her by Mr. Chadwick and not incorporated in the specifications will be carried out. One of them, as I understand it, was that the metal pipes would be made of the same metal as was used by the company prior to the European War. As I understand it, this refers to the use of zinc and the understanding was that wherever zinc pipes were used before the breaking out of the European War they would be used in this contract. There were also certain representations and promises, as I understand, with reference to the tone of the organ.

I never heard of these matters until recently and I think, on your account as well as that of the Church and the music committee, it might be well to get into the correspondence or into the contract itself the substance of these representations and I should be glad to have Mr. Chadwick's version of them.

Yours very truly,

Chairman of Board of Trustees.

COPY

Feb. 19, 1917.

German & Jenssen, Architects,
410-411 Exchange Building,
Duluth, Minnesota.

Gentlemen: RE: PILGRIM CONGREGATIONAL CHURCH.

Answering yours of the 10th as follows: the room under the console indicated on our blue print to be 6' x 8' may be constructed of any material so that the inside dimensions are exactly what we ask for. The depth of this room must be from the basement floor to the ceiling of the floor, upon which the console sits; therefore it should be built up from the ground.

Pipe "H" is to be 4" in diameter.

In regard to the Swell-boxes being of hollow tile, why can not these walls be put in before the floors are laid? If this can not be done, the walls should be constructed of 2" x 4" wood studding with metal laths on both sides, with enough hard cement plaster to make the walls 6" thick.

It is all right in regard to the arrangement for drawing air from chambers, as understood by our Mr. Chadwick.

We will send plan and front and rear elevation of console not later than the first of this week.

The size of the motor will be 7½ H. P., 220 volts, 60 cycles and 3 phase.

The starting device is up to the church; we would suggest a Cutler-Hammer Automatic Remote Control, operated by a push button at the console.

E:P

Very truly yours,
THE J.W. STEERE & SON ORGAN CO.

Form 1201

WESTERN UNION TELEGRAM



CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

These three symbols
appear after the check (number of
words) this is a day message. Other-
wise its character is indicated by the
symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

If none of these three symbols
appears after the check (number of
words) this is a day message. Other-
wise its character is indicated by the
symbol appearing after the check.

RECEIVED AT 1ST NATIONAL BANK BLDG., COR. 3D AVE. W. AND SUPERIOR ST., DULUTH, MINN. ALWAYS OPEN

261 CH M 30

215
SPRINGFIELD MASS 421P FEB 9 1917

OSCAR MITCHELL

CARE WASHBURN BAILEY AND MITCHELL DULUTH MINN

WILL SEND BOND AND NEW CONTRACT EARLIEST POSSIBLE MOMENT PLEASE HAVE
ARCHITECT SEND IMFORMATION ASKED IN OUR LETTER JANY THIRTIETH ALSO
SAMPLE FOR COLOR FINISH CONSOLE PANEL AND MOULDING DETAILS

J W STEERE AND SON ORGAN CO

357P

Y OF WESTERN UNION TELEGRAM

Duluth, Minnesota,
February 9th, 1917.

J. W. Steere & Son Organ Company,
Springfield, Massachusetts.

Will make new contract on basis you suggest if you furnish
bond for amount of contract price with surety company
qualified to do business in this state as surety.

OSCAR MITCHELL, Chairman.

Chge. W. B. & M.

promptly. it is my understanding that the organ is
willing to enter into a contract for the erection of an
organ upon the same specifications as those incorporated in the
original contract but it will insist upon certain modifications
and insist upon a bond to secure the

WESTERN UNION TELEGRAM



CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

Blue
Nite
N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT 1ST NATIONAL BANK BLDG., COR. 3D AVE. W. AND SUPERIOR ST., DULUTH, MINN. ALWAYS OPEN

414CHR 65 N L

325 SPRINGFIELD MASS FEB 8 1917

OSCAR MITCHELL

CHAIRMAN BOARD OF TRUSTEES OF PILGRIM CONG CHURCH
CARE WASHBURN B AND M
DULUTH MINN

ORGAN ALMOST COMPLETED IN FACTORY WILL MAKE NEW CONTRACT BY REORGAN-
-IZED COMPANY SAME AS PRESENT CONTRACT EXCEPT TERMS HALF CONTRACT
PRICE PAYABLE AFTER ORGAN PARTS DELIVERED INTO CHURCH BALANCE
AFTER ORGAN IS ERECTED AND FINISHED IN ACCORDANCE WITH SPECIFICAT-
-IONS AND CONTRACT YOU THEREBY ASSUME NO RISK KINGSBURY WILL COME
DULUTH IF NECESSARY ALTHOUGH INCONVENIENT, CANNOT THIS BE IMMEDIATELY
ARRANGED BY WIRE AND CORRESPONDENCE WIRE ANSWER

J W STEERE AND SON ORGAN CO

1015P

If your new company desires to make a contract for the
erection of this organ it will be necessary for you to act
promptly. It is my understanding that the Church will be

J. W. STEERE & SON ORGAN COMPANY

SPRINGFIELD, MASSACHUSETTS

Jan. 30, 1917.

February 2nd, 1917.

Mr. Oscar Mitchell, Attorney,

J. W. Steere & Son Organ Co.,
Springfield, Mass.

Gentlemen:

RE: PILGRIM CONGREGATIONAL CHURCH.

I have yours of Jan. 30th enclosing what purports to be a copy of a letter written by you to Mr. German, architect in charge of the construction of the Church.

By referring to the correspondence you will see that the contract between your company and the Church for the building of the organ has been terminated. The letter terminating the contract was written by me for the Church on December 24th and was acknowledged by your letter of December 15th. The matter was again referred to in my letter of December 27th and acknowledged by your letter of December 30th.

There is no contract now existing between your company and the Church and it will facilitate our understanding and future relations, if there are any, by your recognizing this situation. As stated in my letter of December 24th, the contract was obtained under misrepresentations as to facts and you were then notified that the contract was cancelled because of that.

If your new company desires to make a contract for the erection of this organ it will be necessary for you to act promptly. It is my understanding that the Church will be willing to enter into a contract for the erection of an organ upon the same specifications as those incorporated in the original contract but it will insist upon certain modifications as to payment and will also insist upon a bond to secure the performance of the contract to be given. This contract, of course, must be made by the new corporation.

I do not understand why any further delay is necessary.

Unless the matter is taken up at once and put in proper shape it will be necessary for us to take up with other manufacturers the question of the construction of this organ. Please let me hear from you promptly and to the point which you have apparently attempted to evade in each of your letters.

Yours very truly,

OM-ASW

Chairman of the Board of Trustees.

H. G. FISK, Vice President

GEO. O. KINGSBURY, Treasurer and General Manager

J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867
SPRINGFIELD, MASSACHUSETTS

Jan. 30, 1917.

Mr. Oscar Mitchell, Attorney,
Alworth Building,
Duluth, Minn.

Dear Sir: RE: PILGRIM CONGREGATIONAL CHURCH.

While our new company is in existence and in funds, all of our subscriptions are not as yet in, so our complete reorganization has not as yet been perfected by way of a full Board of Directors and the permanent officers. For the time being, Mr. Fisk is Treasurer, and I shall act as Assistant Treasurer and Manager until permanent organization is effected. Our work has been coming in very fast within the last sixty days, and we are going to have all the factory can care for, so we are anxious to push your organ through just as fast as possible, so we are writing to ask what date you can receive it. It will be necessary, of course, that the building be well dried out and heated before it would be safe to place the instrument in it.

As we assured you some time ago, neither you nor any of your people need have the least concern as to the ultimate satisfaction in the instrument which we are building for you.

Very truly yours,

THE J. W. STEERE & SON ORGAN CO.

J. W. Steere
Asst. Treas.

D:P

ENC:1

COPY

Jan. 30, 1917.

Mr. F. G. German,
411 Exchange Building,
Duluth, Minn.

Dear Sir: RE: PILGRIM CONGREGATIONAL CHURCH.

Your organ is about fifty percent. built and we now need at once exact dimensions of the opening of the Echo chamber into the church. The Swell-boxes should be made of hollow tile, and the lights in each organ chamber should be operated with a switch for each chamber. It will be absolutely necessary to have all of the rooms made to measurement, as given, because the organ when finished must fit into these spaces and we shall not have facilities there for making any changes. All wind pipes may be put in through the floors about 6", and can be finished to the organ after the organ is in place.

You will hear from us regarding your contract very soon. We have so much work following yours, that it is necessary for us to push your organ along as fast as possible, and we would ask you to advise us how soon you will be ready for its installation.

Please give us the necessary information on the above points by return of mail if possible, also please send us sample for finish required on case and console.

Very truly yours,

THE J. W. STIERE & SON ORGAN CO.

D: P

H. G. FISK, Vice President

GEO. O. KINGSBURY, Treasurer and General Manager

J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

Dec. 30, 1916.

Mr. Oscar Mitchell,
Alworth Building,
Duluth, Minn.

Dear Sir:

We have your letter of the 27th inst., and advise you that the new corporation, organized under the laws of Massachusetts, will be in existence the coming week, and retains the same name as the present corporation, which will transfer all of its assets to the new company, and the new company will assume all of the obligations and guarantees of the present corporation. The present organization will be retained intact, together with the factory.

You will hear from us regarding your contract very shortly.

Thanking you for your letter, we are,

Very truly yours,

J. W. STEERE & SON ORGAN CO.

J. E. Dudley

D:P

COPY

Dec: 18, 1916.

December 27th, 1916.

J. W. Steere & Son Organ Company,
Mr. F. G. German, Architect,
Springfield, Mass.
411 Exchange Building,
Gentlemen:

I have your letter of December 15th acknowledging receipt of my letter of December 8th advising you of the cancellation of our contract with you.

When you have accomplished your re-organization we will be glad to take up again with you the matter of contract for the building of the organ. It will be necessary for you, however, to act promptly as, if for any reason we are unable to make satisfactory arrangement with the new corporation, we want to know it so as to arrange with other builders.

Of course, you understand that the contract which has been signed was cancelled by my letter of December 8th. I call attention to this again for the reason that I notice a copy of a letter which has been sent to Mr. German, the architect, asking for certain information with reference to the work and upon inquiry find that he has sent to you some blue print or plans probably giving the information. This will serve to expedite the work in the matter provided we are able to work out a satisfactory contract after your re-organization.

Yours very truly,

J. W. Steere & Son Organ Co.

BY

Chairman of Board of Trustees,
Pilgrim Congregational Church
of Duluth.

OK-ASW

COPY

Dec. 18, 1916.

Mr. F. G. German, Architect,

411 Exchange Building,

Duluth, Minn.

Dear Sir: RE: PILGRIM CONGREGATIONAL CHURCH.

Will you please furnish us, in accordance with our recent request, plan showing where the Echo Organ is to be placed, and can you also give us a room about 6 x 8 beneath the Console, in which we can place our mechanism?

As soon as we have this information, we will furnish you with the plans of the Swell boxes and piping.

Yours very truly,

J. W. STEENE & SON ORGAN CO.

BY

D:P

H. G. FISK, Vice President

GEO. O. KINGSBURY, Treasurer and General Manager

J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867

SPRINGFIELD, MASSACHUSETTS

Dec. 15, 1916.

Mr. Oscar Mitchell, Chr.,

Board of Trustees, Pilgrim Cong. Church,

Alworth Building, Duluth, Minn.

Dear Sir: RE: PILGRIM CONGREGATIONAL CHURCH.

Your letter of the 9th inst. is at hand and contents noted.

The writer is coming into the actual management of the business under a complete reorganization. Our new board of directors will include some of the most representative and successful business men of this community. Our list of subscribers for stock in the new company contains a large number of names carrying the same weight, and ample funds will be in hand for the new Steere Organ Company to successfully handle a business which has entirely outgrown its present financial requirements. This business was started in 1867, and today the company is acknowledged to be building, by some of the greatest organists in the country, the finest instruments made.

Our plan of reorganization contemplates taking over by the new company, not only the assets, but all of the obligations of the present company. This is done in order to protect creditors from any loss, with many of whom we have been doing business for the past forty years. Our plan provides for one year notes with the privilege of renewal for another year if found necessary, and the payment of all accounts under

Mr. O. Mitchell.

-2-

fifty dollars in cash, Our Vice President, Mr. H. C. Fisk, has been making cash advances for some time past under blanket mortgage and assignment, and has simply foreclosed under his mortgage for the purpose of bringing matters to a head and reorganizing at the earliest possible moment.

There is no question but that your contract will be properly taken care of in a manner which will be entirely satisfactory to you, and you may be sure that the instrument to be built for you will be one in which you, as well as ourselves, may take just pride.

The foreclosure proceedings will terminate on the 26th inst., at which time we expect the new company will be prepared to take over the business.

Our creditors have very largely indicated their desire to agree to our plan of reorganization, and we anticipate no difficulty in this matter.

We regret very much that this situation should have arisen, but in the condition in which the present company found itself, it was unavoidable. We are retaining, however, all of our factory organization. We write you thus fully as we feel that you are entitled to this information, and we appreciate very much your willingness to hold the matter in abeyance for a short time, in order to enable us to affect our reorganization. We shall communicate with you early in January and would very

Mr. O. Mitchell.

-3-

much appreciate your acknowledgment of this letter.

Yours very truly,

J. W. STEERE & SON ORGAN CO.

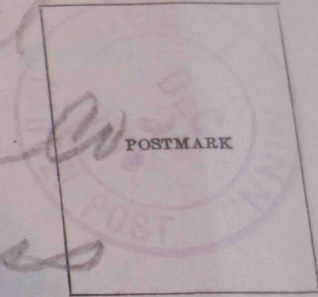
BY *J. E. Dudley*

D:P

REGISTERED | Article No. 10465 _____, 191
_____ class postage paid.

REGISTERED
1916

*Mr. B. Mitchell
St. Luke & Sons
Springfield
Mass*



Receipt desired _____
Delivery restricted { To addressee in person _____
To addressee or order _____ Postmaster, per _____

receipt. _____
(Signature of addressee's agent.)

Registered matter, the delivery of which has not been restricted by the sender or the addressee, is deliverable to any responsible person who customarily receives the ordinary mail of the addressee. (See sec. 935, P. L. and R.)
When the above receipt has been properly signed, it must be postmarked with the name of delivering office and actual date of delivery and mailed to its address, without envelope or postage.

Springfield, Mass.

Gentlemen:

I have your letter of December 6th
copy of contract for the erection of an organ
Congregational Church of this City. This cont

RETURN RECEIPT.

Form 1548.

Master registered article, the original number of which
side of this card.

DEC 15 1916

delivery _____, 191____
(To be filled in by person signing receipt.)

When delivery is made to an agent of the addressee, both addressee's name and agent's signature must appear in this receipt.

W. Meredith Ogan

(Signature or name of addressee)

W. Sherryfeld

(Signature of addressee's agent.)

Registered matter, the delivery of which has not been restricted by the sender or the addressee, is deliverable to any responsible person who customarily receives the ordinary mail of the addressee. (See sec. 935, P. L. and R.)
When the above receipt has been properly signed, it must be postmarked with the name of delivering office and date of delivery and mailed to its address, without envelope or postage.

Springfield, Mass.

Gentlemen:

I have your letter of December 6th
copy of contract for the erection of an organ

Post Office
Official
Original
1046
RETURN TO
Washburn Bailey
DULUTH, MI

December 9th, 1916.

J. W. Steers & Son Organ Company,
Springfield, Vasa.

Gentlemen:

I have your letter of December 6th enclosing signed copy of contract for the erection of an organ for Pilgrim Congregational Church of this City. This contract was obtained by you upon the express representation and assurance given by your President that your Company was an old established Company and thoroughly responsible financially. Some objection was made to the provision in the contract providing for payments in advance of the completion of the organ. Your President assured us that your Company was of unquestioned financial standing and responsibility and that we might make the most thorough investigation to verify this statement of his. At his request and upon this representation the contracts were signed and delivered to your President.

Investigation made since the signing of the contract has shown that statements of your President as to your financial responsibility are not borne out by the facts. From a confidential report which we have received we learn that you are in financial difficulties and that foreclosure of your property has either been commenced or is contemplated. We are also informed that circular has been sent to creditors asking that they extend time of payment of their obligations and stating that a re-organization and a new management and Board of Directors that will guarantee an efficient business organization is contemplated.

In view of this situation this letter is written to advise you that the signature of the contract being obtained by representations which are not borne out by the facts, the Church will not carry out the agreement and you are instructed to take no steps toward performance of this contract as signed.

It is unnecessary to state that the Committee and the undersigned are very much disappointed at this outcome. From the statements and representations made by your President we were all hoping and expecting that your Company would make for us a fine organ; one that would be a credit to the Company and a matter of pride to the Church and to the people who are donating the organ to the Church. In view of this situation we will take no steps

DULUTH, MINNESOTA

J. W. STEERE & SON ORGAN COMPANY

J. W. Steere & Son Organ Co. - #2.

toward contracting with anyone else for the organ until we hear from you. If your Company can arrange its affairs in the near future we will be glad to take the matter up again with you; but, in view of your financial situation, we shall, of course, want a contract so drawn that we would be required to make no payments of any sort until the organ is completed and will want the entire contract secured by a bond with a surety company doing business in this state.

Yours very truly,

Mr. Oscar Mitchell, Attorney-at-Law,

Special Agent and Editor,
White, Minnesota.

OSCAR MITCHELL
Chairman of Board of Trustees.

Dear Sir:-

OM-ASW We are enclosing herewith copy of the specifications and contract for the organ for Pilgrim Congregational Church, Duluth, Minnesota, duly executed. We will be very pleased to get out the organ, and assure you that we shall give every detail our unqualified attention. The organ will in every respect be a credit to your Society as well as to ourselves.

Thanking you for the contract, we are

Yours very truly,

J. W. STEERE & SON ORGAN CO.

Enc. Special Contract.

H. G. FISK, Vice President

GEO. O. KINGSBURY, Treasurer and General Manager

J. W. STEERE & SON ORGAN COMPANY

ESTABLISHED 1867
SPRINGFIELD, MASSACHUSETTS

December
Sixth,
1916.

Mr. Oscar Mitchell., Attorney-at-law.,
Washburn, Bailey and Mitchell.,
Duluth, Minnesota.

Dear Sir:-

We are enclosing herewith, copy of the specifications and contract for the organ for Pilgrim Congregational Church, Duluth, Minnesota, duly executed. We will at once proceed to get out the organ, and assure you that we shall give every detail our unqualified attention. The organ will in every respect be a credit to your Society as well as to ourselves.

Thanking you for the contract, we remain

Yours very truly.,

M.

J.W.STEERE & SON ORGAN CO.

Enc. Speci.& Contract.