

Memorandum of Agreement,

Made this..... 11th

day of..... March....., A. D. 1949, by and between M. P. MÖLLER, Inc., of Hagerstown, Maryland, party of the first part, and..... ST. ANTHONY'S CATHOLIC CHURCH

..... DETROIT, MICHIGAN

..... party of the second part.

Witnesseth: That the party of the first part hereby agrees to build an organ after and according to the annexed specifications and to plans to be hereafter submitted by party of the first part, and to erect it in..... the above church

..... April 9, 1950 ~~and before the~~ ~~day of~~ ~~and before~~ or as soon ready for use ~~on or before the~~ thereafter as possible in the event of delays beyond its control.

2. The party of the first part agrees that the organ when completed shall be first class, free from defects in material or workmanship, and that the party of the second part may have it examined, immediately on completion, in the presence of a representative of the party of the first part, by a competent and disinterested expert, and if said examination shows that the organ does not conform with this agreement the party of the first part agrees to remedy all defects at its own expense.

3. The party of the first part guarantees the action and construction of the organ for a term of five years from date of completion and agrees to correct any defects in either material or workmanship that may be brought to its attention within that time, without cost to the party of the second part. This does not include tuning or ordinary care of the organ (or electric motors which are guaranteed by the manufacturers for one year).

4. Cabinet work (except as necessary to enclose the console), grilles, panel work, etc., are not included in this agreement.

5. In consideration of the above, the party of the second part agrees to pay to M. P. Moller, Inc., or its order, the sum of..... NINETEEN THOUSAND SEVEN HUNDRED THIRTEEN (\$19,713.00) DOLLARS

..... AS FOLLOWS:

FIRST PAYMENT:..... 10 % or..... \$1,971.30 on the signing of this agreement.

SECOND PAYMENT:..... 35 % or..... \$6,899.55

..... in full when organ when the organ is ready for assembly at the factory, and the balance as follows:..... is installed and completed.

APR 24 1952

6. The price mentioned in paragraph 5 is based on costs existing at the date of this agreement, and should labor or material costs increase over their present levels before construction of the organ is started, the following provisions as to price shall apply: On any such increase in labor or material costs up to 15% of the price specified in paragraph 5 the party of the second part agrees to pay the actual amount of said increase; on any such increase in costs between 15% and 25% of the price specified in paragraph 5 the party of the second part agrees to pay an increase of 15% of said price; and on any such increase in costs of more than 25% of the price specified in paragraph 5 the party of the second part will, upon notice, promptly agree to pay the entire amount of such increase or this agreement may be cancelled by either party hereto. No such increase in price shall be effective unless the party of the second part is notified thereof before construction of the organ is started. Such increased price, if any, shall be payable upon the same percentages and at the same times provided in said paragraph 5. Should such labor or material costs decrease below their present levels before the construction of the organ is started the party of the second part will be entitled to a reduction in the price specified in paragraph five equivalent to the decrease in said costs for the labor and materials used in constructing said organ.

The party of the second part agrees to pay any and all federal, state, and/or city excise, sales and/or use taxes, the said taxes to be paid according to law, in addition to the above price.

7. The party of the second part also agrees that the building will be in proper condition for the installation of the organ weeks previous to the date of completion; that they will allow, free from interruption, suitable convenience and opportunity for the installation in the building, provide such a condition of quiet as is necessary for the proper tone regulation and tuning of the instrument, and necessary light, heat and power.

8. The party of the second part also agrees to insure the organ or its parts against loss by fire, water, etc as soon as the parts are placed in the building, for the benefit of the parties hereto, as their interests may appear.

9. When an electric motor is included in specifications, party of the second part agrees to provide foundation and enclosures when necessary, also to furnish and install all wind conductor between blower and organ; to do all wiring connected therewith; to install such lights as may be needed for the erection and future care of the organ, and do any necessary cutting of floors, partitions, or other parts of the building. In the event that automatic remote control motor starter, electrical conduits or other special equipment are required they are to be furnished by party of second part.

10. When organ chambers are so located that organ parts must be hoisted by skids, block and tackle or other mechanical means, the necessary apparatus is to be furnished by party of second part.

11. It is mutually understood and agreed that this contract shall be binding after, but not before, acceptance by the party of the first part at Hagerstown, Maryland, where said organ is to be constructed in the plant of the party of the first part.

12. It is also mutually understood and agreed that the organ, when completed and installed, will in every event be and be deemed to be, and be treated as personal property; and that the title and ownership of the

organ shall be and remain in the party of the first part until the purchase price hereinbefore mentioned, together with any and all promissory notes given in respect thereof have been fully paid, with interest, after which the instrument shall become the property of the party of the second part; and it is further agreed that, until the completion of payment the organ shall be held by the party of the second part and/or other owner or lessee of the premises in which the organ is contained, free and excluded from any lien, mortgage, pledge or other incumbrance, except such as shall be expressly subject and subordinate to the right and title of the party of the first part, as herein expressed.

13. It is mutually agreed that all verbal agreements and understandings are merged in this contract and the specifications attached hereto.

IN WITNESS WHEREOF we have hereunto set our hands and seals this day and year first above written.

M. P. MOLLER, INC.

WITNESS

By W. Guy Lumm (SEAL)
Party of the first part

ST. ANTHONY'S CATHOLIC CHURCH
. (SEAL)

Rev. Joseph S. Raible
. (SEAL)

. (SEAL)

. (SEAL)
Party of the second part

To conform with Foreign Corporation Laws, this contract is not binding until accepted by M. P. MOLLER, INC., at Hagerstown, Maryland.

Accepted, Hagerstown, Maryland

M. P. MOLLER, INC.

March 25 194.?

By W. R. Daniels, V. P.

NOTE—If terms other than "cash on completion" are desired they can be arranged for before contract is signed. All deferred payments to be secured by notes signed by church trustees and bear interest at 6% from date.

Memorandum of Agreement, Made this 12th

day of January....., A. D., 1950, by and between M. P. MÖLLER, Inc., of Hagerstown, Maryland,
party of the first part, and.....**ST. ANTHONY'S CATHOLIC CHURCH**
.....**DETROIT, MICHIGAN**
.....
party of the second part.

Witnesseth, That the party of the first part hereby agrees to build for the party of the second part certain furniture consisting of cabinet work, grille work, etc. in accordance with plans to be prepared by the party of the first part and approved by the party of the second part, and to install it in the church auditorium of the party of the second part.

The party of the first part agrees that this cabinet work is to be made of any native hardwood, selected by the purchaser and finished in accordance with sample to be furnished by the purchaser.

The furniture to be installed under this agreement is to be high class cabinet work in every respect and in installing, the party of the first part offers every assurance of careful workmanship on the part of its employees making the installation.

For and in consideration of the above, the party of the second part agrees to pay to M. P. MÖLLER, Inc., or order, the sum of...**TWO HUNDRED SEVENTY SIX (\$276.00) DOLLARS for additional grille required to cover tone openings.**
Payment in full when organ is installed.
.....
.....

The party of the second part agrees that the representatives of the party of the first part may have access to the church, properly heated and lighted, for the time necessary to make this installation.

In Witness Whereof both parties have hereunto set their hands this day and year first above written.

M. P. MÖLLER, INC.

WITNESS:

.....**W. Guy Lamm**.....(SEAL)
.....Party of the first part

.....**ST. ANTHONY'S CATHOLIC CHURCH**.....(SEAL)

.....**Fr. Joseph S. Raible**.....(SEAL)

.....(SEAL)
.....Party of the second part

To conform with Foreign Corporation Laws, this contract is not binding until accepted by M. P. MÖLLER, Inc., at Hagerstown, Maryland.

M. P. MÖLLER, INC.

Accepted, Hagerstown, Maryland.

By.....**W. R. Daniels, V. P.**.....

.....**January 14**.....1950

M. P. MÖLLER Organ Factory

Pipe Organ No. 8055 Date March 25, 1949
 For ST. ANTHONY'S CATHOLIC CHURCH, DETROIT, MICHIGAN
 Action Electro-pneumatic Console Detached
 Casing No. None Finish As per sample
 Decorations None 5 H.P., Style 3-P-3328
 Width of Key-bed Standard Stops & intra-man. coup. by drawknobs.
 No. Manuals Two Stop Controls Inter-man. coup. by til-
 To be Completed April 9, 1950 Wind Pressure Gt. 4", Sw. 4 1/2", Ped. 4" & 5".
 Blower Pipe furnished by Purchaser

PITCH

A-440

SPECIFICATIONS

Great Organ

1	8'	Diapason.....CC 40, TC 56....18-19-1/2....12 Zinc..S.M....73 pipes
2	8'	Hohlflöte.....Reg. Hohlflöte, Open Mel. Bass.....73 pipes
3	8'	Dulciana.....56.....12 Zinc..S.M....73 pipes
4	4'	Octave.....57....18-19-1/2.....S.M....73 pipes
5	4'	Harmonic Flute.....60.....S.M....73 pipes
6	2-2/3'	Octave Quint.....66.....S.M....61 pipes
7	2'	Super Octave.....70.....S.M....61 pipes
8		Chimes.....(console only)
9		Tremulant

Swell Organ

10	8'	Diapason.....47.....12 Zinc..S.M....73 pipes
11	8'	Rohrflöte.....Reg. Rohrflöte.....Wood.....73 pipes
12	8'	Viole de Gambe.....56.....12 Zinc..S.M....73 pipes
13	8'	Viole Celeste..t.c.....56.....S.M....61 pipes
14	4'	Principal.....60.....S.M....73 pipes
15	4'	Flute Triangulaire.....Reg. Tri. Flt.....73 pipes
16	2'	Flautino.....72-2/3.....S.M....61 pipes
17	III Rks.	Plein Jeu.....3-R-2.....S.M....183 pipes
18	8'	Trumpet.....4".....73 pipes
19	8'	Oboe.....3-1/2".....73 pipes
20		Tremulant

1-6 in. 5" W.P.
7-73 - 4 1/2 W.P.

Pedal Organ

21	16'	Diapason...CCC 32, CC 40...12 pipes, 20 from #1....4" W....32 notes
22	16'	Bourdon.....Reg. Ped. Bdn.....5" W....44 pipes 4" W.P.
23	16'	Rohrbourdon..Reg.Man.Bdn..12 pipes, 20 from #11....5" W....32 notes
24	8'	Octave.....40....17 Zinc..C.M....4" W....44 pipes
25	8'	Bourdon.....from #22.....32 notes
26	8'	Rohrflöte.....from #11.....32 notes
27	4'	Super Octave.....from #24.....32 notes
28	16'	Trumpet....CCC 7", CC 4"....12 pipes, 20 from #18....5" W....32 notes
29	8'	Trumpet.....from #18.....32 notes

Couplers

30	Great to Pedal	37	Great 16'
31	Great to Pedal 4'	38	Great Unison Separation
32	Swell to Pedal	39	Great 4'
33	Swell to Pedal 4'	40	Swell 16'
34	Swell to Great 16'	41	Swell Unison Separation
35	Swell to Great	42	Swell 4'
36	Swell to Great 4'		

Adjustable Combinations

Pistons No. 1-2-3-4-5	Affecting Great Stops
Pistons No. 1-2-3-4-5	Affecting Swell Stops
Pistons No. 1-2-3-4-5	Affecting Pedal Stops
Pistons No. 1-2-3-4-5	Affecting Full Organ
General Cancel Piston	

Pedal Movements

Great to Pedal Reversible (duplicated by manual piston)
Swell to Pedal Reversible (duplicated by manual piston)
Balanced Expression Pedal - Great
Balanced Expression Pedal - Swell
Balanced Crescendo Pedal
Sforzando Pedal (duplicated by manual piston)

Accessories

Crescendo Indicator - light
Sforzando Indicator - light
Radiating, Concave Pedal Clavier
Organ Bench with Music Shelf
Electric motor, blower and action current generator of ample capacity.

Present tone openings to be enlarged by Purchaser according to plans submitted by builder.

JHH: jr
11/23/49

PIPE SCALE SHEET

ORGAN NO. 8055

DATE March 25, 1949

ST. ANTHONY'S CATHOLIC CHURCH, DETROIT, MICHIGAN

CUSTOMER

CITY

STATE

STOP	PITCH	PIPES	SCALE	MOUTH	REMARKS	W.P.
<u>Great Organ</u>						
Diapason	8'	73	CC 40, TC 56	2/9-1/4	18-19-1/2 12 Zinc S.M.	4"
Hohlflöte	8'	73	Reg. Hohlflöte, Open Mel. Bass			4"
Dulciana	8'	73	56	2/9	12 Zinc S.M.	4"
Octave	4'	73	57	1/4	18-19-1/2 S.M.	4"
Harmonic Flute	4'	73	60	1/5-1/4	S.M.	4"
Octave Quint	2-2/3'	61	66	2/9	S.M.	4"
Super Octave	2'	61	70	1/4	S.M.	4"
<u>Swell Organ</u>						
Diapason	8'	73	47	1/4	Slotted 12 Zinc S.M. ^{1-6 in. 5"}	4 1/2"
Rohrflöte	8'	73	Reg. Rohrflöte, pierced stoppers			Wood 4 1/2"
Viole de Gambe	8'	73	56	2/9	12 Zinc S.M.	4 1/2"
Viole Celeste t.c.	8'	61	56	2/9	S.M.	4 1/2"
Principal	4'	73	60	1/4	Slotted S.M.	4 1/2"
Flute Triangulaire	4'	73	Reg. Tri. Flt.			4 1/2"
Flautino	2'	61	72-2/3	2/9	S.M.	4 1/2"
Plein Jeu	III Rk.	183	3-R-2		S.M.	4 1/2"
Trumpet	8'	73	4"	Reg.	B 3/8 Eschallots	4 1/2"
Oboe	8'	73	3-1/2"	Reg. Capped	C 1/2" Eschallots	4 1/2"
<u>Pedal Organ</u>						
Diapason	16'	12	CCC 32, CC 40	2/9	Zinc	4"

PITCH A-440

COMPLETION April 9, 1950

COPIES TO: Moller, Daniels, Nose, Ocker
Hoover, Talbert, Nalley, Carty (2)
Zajic, Fife, Contract
JHH:jr
1/2/5/49

PIPE SCALE SHEET

ORGAN NO. 8055

-2-

DATE March 25, 1949

ST. ANTHONY'S CATHOLIC CHURCH, DETROIT, MICHIGAN

CUSTOMER

CITY

STATE

STOP	PITCH	PIPES	SCALE	MOUTH	REMARKS	W.P.
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Pedal Organ (Cont'd)

Bourdon	16'	44	Reg. Ped. Bdn.			4" 5
Rohrbourdon	16'	12	Reg. Man. Bdn.			5"
Octave	8'	44	40	1/4	17 Zinc C.M.	4"
Trumpet	16'	12	CCC 7" CC 4"		B 3/8 Eschallots	5"

PITCH _____

COPIES TO:

COMPLETION _____