

C O P Y.

ORGAN

#5083

Memorandum of Agreement, Made this.....14th.....

day of..July.....A. D., 1927., by and between M. P. MOLLER, Inc., of Hagerstown,
Maryland, party of the first part, and
Mary Warren Free Institute of the City of Troy.....
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 plans to be hereafter approved by party of second
part, and to erect it in...the Church of the Holy Cross.....
.....Troy, N. Y.....
ready for use on or before the..1st.....day of..December.....A. D., 1927.,
or as soon thereafter as possible in the event of delays beyond his 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 representative of first party, 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 defects at his own expense.

3. The party of the first part guarantees the action and construction of the organ for a term of
one year from date of completion and agrees to correct defects in material or workmanship that
may be brought to his 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. In consideration of the above, the party of the second part agrees to pay M. P. Moller, Inc.,
or order, the sum of.....Nine Thousand Dollars.....

AS FOLLOWS:..On completion of installation and acceptance of..
..same by the Organist of the Church of the Holy Cross, Troy,
.....N. Y.....

5. 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 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

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.....N. Y.....

5. 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 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.

6. 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.

6A. It is understood that the old organ is to belong to party of first part and that present case and front pipes only are to be used in new organ.

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7. When electric motor is included in specifications, party of the second part agrees to provide foundation and enclosures when necessary; 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.

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

9. It is mutually agreed that the title and ownership of the organ shall remain with party of the first part until the contract price, before mentioned, has been fully paid, after which the instrument shall become the property of the party of the second part; also that all verbal agreements and understandings are merged in this contract, and the specifications and details of construction attached hereto.

In Witness Whereof we have hereunto set our hands and seals this day and year first above written.

WITNESS

.....(SEAL)

Party of the first part

..... Mary Warren Free Institute (SEAL)
of the City of Troy

..... Whitney Warren, Pres. (SEAL)

.....(SEAL)

.....(SEAL)

Party of the second part

M. P. MÖLLER Organ Factory

Pipe Organ No. 5033 Date July 14, 1927
 For Church of the Holy Cross, Troy, N. Y.,
 Action Elec. Console
 Casing No. Finish
 Decorations Motor Elec.
 Width of Key-bed Stop Controls Stop Keys
 No. Manuals Three Wind Pressure 5"
 To be completed Dec. 1, 1927 Blower pipe furnished by Church

SPECIFICATIONS

A-440

Casing and Front pipes of present organ to be used
 Balance new.

GREAT ORGAN

1	8'	Open Diapason.....40 scale.....61 Pipes
2	8'	Doppel Flute.....73 "
3	8'	Clarabella.....from #21.....73 Notes
4	8'	Viol d'Gamba.....73 Pipes
5	8'	*Keraulophon.....from #22.....73 Notes
6	4'	Flute d'Amour.....from #23.....73 "
7	4'	Octave.....73 Pipes
8	8'	Trumpet.....61 "
		*Chimes.....20 Bells

SWELL ORGAN

9	16'	Bourdon.....73 Pipes
10	8'	Open Diapason...42 scale.....73 "
11	8'	Stopped Diapason...Small scale....73 "
12	8'	Viole d'Orchestre.....73 "
13	8'	Salicional.....73 "
14	8'	Vox Celeste.....Tenor C.....61 "
15	4'	Salicet.....from #13.....61 Notes
16	4'	Flauto Traverso.....73 Pipes
17	8'	Oboe.....61 "
18	8'	Vox Humana.....S.C.B.....61 "
18-a		Chimes.....20 Notes

CHOIR ORGAN

19	8'	Violin Diapason.....73 Pipes
20	8'	Dulciana.....73 "
21	8'	Clarabella....Melodia Scale.....73 "
22	8'	Keraulophon.....73 "
23	4'	Flute d'Amour.....73 "
24	4'	Eulcot.....from #20.....61 Notes
25	8'	Clarinet.....61 Pipes
25-a		Chimes.....20 Notes

PEDAL ORGAN

26	16'	Open Diapason.....44 Pipes
27	16'	Bourdon.....44 "
28	16'	Lieblisch Gedeckt....from #9.....32 Notes
29	8'	Octave.....from #26.....32 "
30	8'	Flute.....from #27.....32 "
31	8'	Cello.....from #4.....32 "

COUPLERS

32	Swell to Great
33	Swell to Great 4'
34	Swell to Great 16'
35	Choir to Great
36	Choir to Great 4'
37	Choir to Great 16'
38	Great 4'
39	Great 16'
40	Swell to Choir
41	Swell to Choir 4'
42	Swell to Choir 16'
43	Choir 4'
44	Choir 16'
45	Choir to Swell
46	Choir to Swell 4'
47	Choir to Swell 16'
48	Swell 4'
49	Swell 16'
50	Great to Pedal
51	Swell to Pedal
52	Choir to Pedal
53	Great Unison Separation)
54	Swell Unison Separation) Jambs right
55	Choir Unison Separation)

MECHANICALS

56	Great Tremulant
57	Swell Tremulant
58	Choir Tremulant
59	Crescendo Indicator

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals)

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 Choir Stops
Pistons No. 1-2-3-4-5)	Affecting Pedal Stops
Pistons No: 1-2-3	Affecting Full Organ

PEDAL MOVEMENTS

1	Great to Pedal Reversible
2	Balanced Expression Pedal, Swell Organ
3	Balanced Expression Pedal, Great-Choir Organs
4	Grand Crescendo Pedal
5	Sforzando Pedal

Organ Bench with music shelf
 Concave Pedal
 Electric motor, blower and action current
 generator of ample capacity.

7/27/27

ACZ-Checked by.....date.....