ALLIANCE, OHIO

No. 1159

First Lutheran Church of Detroit
Detroit, Mich.

Rec'd. Oct. 1, 1952

No. 1159

D WRAPPER IN LEFT HAND, SQUEEZE SLIGHTLY AND OPEN WITH RIGHT HANG WHEN EXAMINING CONTENTS FOLD TONGUE FLAP BACK

Specifications

of an Organ for

First Lutheran Church Cadieux and Cornwall

of Detroit, Michigan

Prepared and Respectfully Submitted by

HILLGREEN, LANE & CO.

ALLIANCE, OHIO

No. of Manuals: Two Compass of Manuals C C to C-4	61 Keys.
Compass of Pedals C C C to g,	, 32 Keys.
Action: Electro-Pneumatic ThroughoutConsole Detached	
Manual Key-board inclined. Convenient access to Key-contacts. Pedal key-radiating: American Guild of Organists's measurements.	board concave and
Speaking Stops and Couplers operated by Stop Keys	
Combinations adjustable at Key-desk, visibly affecting the stops, and of located beneath their respective manuals. Pedal combinations operated by or Foot-levers.	

Pitch, Philharmonic-440-A. Unless otherwise specified.

A suitable Electric Blower with Generator for low-volt current of ample capacity to be furnished by the Organ Builders. Wiring of Motor (including switches and fixtures); conduits for Organ cables, and galvanized iron wind-conduits between Blower and Organ to be supplied by the purchaser under the supervision of representatives of the Organ Builders. Suitable chambers and other provisions for the housing of the Organ to be prepared by purchaser.

HILLGREEN, LANE & CO., ALLIANCE, OHIO

PIPE ORGANS						
Specification No. I	-			Page 2		
		-: GREAT ORGAN	:-			
1. 2. 3. 4.	8 ft. 2	Diapason Molodia Dulciana Pitch Stop T.C. Blanks		61	pipes pipes pipes pipes	
5. 6. 7. 8. 9. 10. 11.	8 ft. 4 ft. 8 ft.	-: SWELL ORGAN Viola Gedeckt Flute Harmonique Cornopean Vox Humana Chimes Tromolo Blanks		73 I 73 I 73 I 73 I	pipes pipes pipes pipes pipes pipes tubes	
		-: PEDAL ORGAN	:-			

Bourdon Flute Blanks

pipes pipes -:

h' to Great 业. Swell Swell Swell 16' to Great 16. 17. Great 4' to Great Great 16' to Great Swell 4' to Swell Swell 16' to Swell 19. 20. 21. Swell 8: to Pedal 22. Great 8t to Pedal 23. Swell 4 to Pedal Great 4 to Pedal Swell Unison Off

COMBINATION PISTONS Adjustable at Key Desk and visibly affecting the Stops

26 - 29. Four affecting Great and Pedal Organs 30 - 34. Five affecting Swell and Pedal Organs

ACCESSORIES -:

35. Wind Indicator 36. Crescendo Indicator 37. Sforzando Indicator Crescendo Indicator Sforzando Indicator

PEDAL MOVEMENTS :-

Balanced Expression Pedal, Great Balanced Expression Pedal, Swell Balanced Crescendo and Diminuendo Pedal 38.

39.

Great to Pedal, reversible Sforzando Pedal, reversible 11. 12.

N.B. The Organ specified above is now stored at 1747 Sheridan Avenue, Detroit, Michigan, where it was damaged by fire. It is to be returned to the factory where new parts will be supplied and the Organ assembled to the new dimensions. A new Console is to be provided and any other parts necessary in order to make it the same as a new Organ.

MEMORANDUM OF AGREEMENT, made this 75th day of Sept. 195 2,	
by and between HILLGREEN, LANE & COMPANY, of ALLIANCE, OHIO, Party of the First Part, and First Lutheran Church, Detroit, Michigan, Party of the Second Part.	
Wherever the term Party of the First Part or Party of the Second Part is used herein, it shall mean said Party, its/their heirs, executors, administrators, successors or assigns, as the case may be.	
This contract shall be construed by the laws of the State of Ohio regardless of where entered into and shall be considered as entered into in the State of Ohio.	
WITNESSETH: The Party of the First Part in consideration of the agreements hereinafter named, to be made by the Party of the Second Part, hereby agrees to build, install and sell to the Party of the Second Part a two-manual and pedal Pipe	
to the specifications annexed, said Organ to be erected complete and ready for use in the above Church Cadioux & Cornwall, Detroit on or about the	located
In the event that there is a declaration of war by or against the United States or should there be hostilities or preparation for hostilities in which the United States is involved in effect either at the time this contract is entered into or at any time before final delivery of the Organ, the subject matter of this contract, is made, then and in those events the Party of the First Part shall not be held to a strict compliance with this contract but shall be entitled to what is generally termed a moratorium which shall be in force and effect as far as the Party of the First Part is concerned and the requirements of the Party of the First Part to be performed shall thereafter be postponed (should the Party of the First Part so desire) until the cessation of hostilities, or surrender or armistice or the release of the controls and restrictions as levied by the United States Government shall be lifted and then this contract shall be resumed in accordance with the terms hereof, provided, however, that during said so-called war period or moratorium period, there shall be no obligation enforceable on the Party of the First Part and said time shall not be included in any calculation of time herein contained but that said war period or moratorium period shall in no way permit the Party of the Second Part to any extension of time or any releases under or by virtue of this contract.	
Should said Organ after completion and upon examination by a competent and disinterested expert employed by the Party of the Second Part, at its expense, be found and proven not to be in accord with the specifications and terms of this agreement, then the Party of the First Part agrees, at its own expense, to at once make good any deficiency in said Organ in accordance with the plans, specifications and contract. Provided, however, that if the Party of the Second Part shall use said Organ without first having obtained from the Party of the First Part an acknowledgment of the defects in said Organ, then said use shall be tantamount to acceptance of said Organ and anything in this contract to the contrary notwithstanding.	
The Party of the First Part further agrees, at its own cost and expense, for the term of one year after the completion of said Organ, to remedy any and all defects that may develop therein, this undertaking, however, not including tuning nor such care of the instrument as is necessary to insure its normal preservation.	
And 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 install said Organ, and agrees to purchase the same, paying therefor the sum of Eighty-five hundred dollars (58500)	
plus any and all Federal. Excise, Impost or Expost, State, City or Village taxes of any kind, manner or form whatsoever, including any duties that may be levied upon said Organ if exported or any other tax whatsoever, shall be paid by the Party of the Second Part and shall be in addition to the aforesaid sum, all of which costs thereof shall be paid as follows:	
(1) Upon the signing of this agreement, the sum of \$ 1000.00	
(2) When the chief component parts of said Organ are constructed and assembled in the Factory of the Party of the First Part, the sum of \$ 2000.00	
(3) Upon completion of the instrument in accordance with the agreements herein, the balance of said contract price, namely, the sum of \$5500.00	
plus that sum to be paid in cash as and for taxes as hereinbefore referred to.	
DEFERRED PAYMENTS TO BEAR 6% INTEREST It is further agreed by the Party of the Second Part that said building and Organ Chambers shall be in readi-	
ness for the erection, tuning and regulating of said Organ, including the conveniences of light, heat and power and subject to the possession of representatives of the Party of the First Part for the period of days next, previous to the specified time for completion of the Organ, and that the Party of the Second Part will have the Organ examined immediately upon its completion and in the presence of a representative of the Party of the First Part.	
And the Party of the Second Part further agrees, at its own expense to provide the necessary electric wiring, (including switches and fixtures) furnish the required wind Conduits from Blower to Organ, and assume the expense of the cutting of such parts of the building, as may be necessary for the proper installation of the Organ.	
And the Party of the Second Part further agrees to assume all risks of damage to said Organ, or parts thereof, when placed inside the building it is to occupy; to receive the Organ upon its arrival, cart it to the building, and pay the freight thereon, said freight and cartage to be deducted from the price of the Organ, and such reception and care not to be construed as an acceptance of said Organ. It is also agreed that the Party of the Second Part shall place upon the instrument, in some reliable company, adequate insurance for the benefit of the parties hereto, as their respective interests may appear, and that a copy of said policy or certificate evidencing such insurance shall be delivered to the Party of the First Part by the Party of the Second Part.	
It is mutually agreed that in the event of a note or notes being given for any balance of said contract price, the title to and ownership of said Organ shall be and remain in the Party of the First Part until such note or notes, with accrued interest, shall be paid in full, and in default of payment of any such note or notes, with interest, then all the sum represented by said note or notes, and interest shall become due and payable, and the Party of the First Part is hereby authorized at their option to take possession of said instrument without legal process, and all payments heretofore made shall apply as rental for use of said Organ.	
WITNESS our hands and seals the day and year first above written. WITNESS: HILLGREEN, LANE & COMPANY	
By (SEAL) Party of First Part	
First Lutheran Church (SEAL)	
a Campbell. Henry Barts (SEAL) Party of Second Part	
Secretary Secretary	