

Roman Catholic Bishop of Hartford.  
( Rev. Wm. P. Kennedy Treas. )

1.— We propose to build for you and erect in the Church of the Assumption.....  
.....Ansonia Conn...... a pipe organ, in accordance with  
the annexed specification, complete and ready for use on or about the 7<sup>th</sup> day of June, 1930.....,  
subject, however, to delays from fire, water, strikes, or causes not within our control.

2.— We warrant that said completed organ shall be free from defects in either material or workman-  
ship, and undertake to replace or repair any such defective parts at our own expense during the term of  
one year after the completion of said instrument upon written notice thereof. This warranty does not include  
tuning, regulating, or care of said instrument.

3.— Your acceptance of this will constitute a contract, and we will proceed with the building of said  
organ and to construct and erect the same, and you agree to accept the completed instrument and pay there-  
for the sum of Eighteen Thousand..... Dollars as follows:

Upon the acceptance of this proposal the sum of Six Thousand..... Dollars.  
~~On presentation of bill of lading or other evidence of shipment of the organ or principal parts thereof~~  
\$3,000 upon completion of organ; \$3,000 Dec. 7, 1930; \$3,000 June 7, 1931  
~~the sum of .....~~ \$3,000 Dec. 7, 1931; with int. at 6%.

~~In the event that the said organ be ready for shipment and the buildings are not ready to receive it,  
there shall become due and payable (within thirty days after notice has been given to you that the said organ  
is ready for delivery and installation) an additional sum on account which will bring the total payments  
to .....~~ per cent of the purchase price.

~~Upon the complete installation of said organ, the balance of said purchase price will be paid by you.~~

4.— Immediately upon the complete installation of the said organ you will with and in the presence  
of our representative examine said organ, and if in accord with this contract will then give acceptance of the  
same.

5.— You agree to provide the proper space and floor therein for the said organ, also to furnish a suit-  
able room or enclosure for the organ blower, and the necessary galvanized metal piping to convey the organ  
wind from the blower to the organ and console, constructed and installed in accordance with our directions.  
You further agree to have the motor and generator wired and to provide the required switches, to furnish  
and install iron conduits for organ cables and wires, if demanded by local conditions, and to supply light,  
heat, and power during the period of the organ installation, if and when needed. ~~You also agree to pay all  
freight and drayage on the organ, and parts thereof, as well as heating charges, if any.~~

6.— You agree to assume all responsibility for said organ and parts thereof, covering loss or damage,  
from the time the said organ or parts thereof have been delivered to a common carrier, and will, until the  
above-mentioned purchase price is fully satisfied, keep the said organ and parts thereof fully insured against  
any and all loss or damage, such insurance to protect both parties hereto as their interests may appear and  
be established.

7.— You will execute and deliver such other and further papers herein as may be proper or necessary  
to give full legal force and protection to us in said State where such instrument is or is to be installed.

8.— That said instrument is to be and remain personal property, and the title to and ownership thereof  
shall continue to vest in us until such time as the contract price shall be fully paid in cash or its equivalent.

9.— It is mutually agreed that in the event you shall fail to comply with the terms of this contract,  
or any of them, that all sums herein paid to us shall at our election be considered and treated as liquidated  
damages for the breach hereof, and we shall have the right to remove and take to ourselves said organ or  
portion thereof wheresoever the same may be.

10.—It is agreed that there are no verbal or other agreements or representations except as contained herein, and the same and any changes whatsoever must be in writing and signed by us

~~MIDMER & SON~~

DATE: September 7, 1929

~~REUBEN MIDMER & SON~~  
INCORPORATED

It is agreed that the Midmer-Son Company will take full care of the organ for a period of five years from date without charge

ACCEPTED:

John J. Nilan,  
Wm. J. Kennedy, man

WITNESS:

Helena A. McCosh

Oct 14, 29

Received in payment of the above instrument \$6,000 in cash and note for \$6,000, and one note for \$5,700  
John A. McCosh