

**Memorandum of Agreement,**

Made this.....15th.....  
 day of...November....., A. D. 195...<sup>0</sup>..., by and between M. P. MÖLLER, Inc., of Hagerstown, Mary-  
 land, party of the first part, and.....St. Giles' Presbyterian Church.....  
 .....Richmond, Virginia.....  
 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 <sup>and approved by the party</sup> of the  
 it in.....the above church.....second part

.....  
 ready for use on or before the.....30th.....day of.....September.....A. D. 195...<sup>1</sup>..., or as soon  
 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.....TWENTY NINE THOUSAND NINE HUNDRED FIFTY (\$29,950.00) DOLLARS.....

**AS FOLLOWS:**

FIRST PAYMENT:.....10.....% or.....\$2,995.00 on December 11, 1950.....  
 on the signing of this agreement.

SECOND PAYMENT:.....25.....% or.....\$7,487.50.....

.....  
 when the organ is ready for assembly at the factory, and the balance as follows:.....cash in full upon  
 completion.  
 .....  
 .....  
 .....

JAN 10 1952

In the event that manufacture of the organ is delayed by governmental regulations, whether by prohibition of manufacture, allocation of strategic materials, or otherwise, and during such period of delay the labor and material costs of the party of the first part shall increase to such extent that the party of the first part believes in good faith it cannot manufacture said organ without loss, the party of first part and party of second part agree to negotiate in good faith for a reasonable increase in such price, and in event of failure to agree upon any such increase either party hereto may cancel this agreement. Should contract be cancelled, any payments received will be returned to the party of the second part.

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.

6. The party of the second part also agrees that the building will be in proper condition for the installation of the organ . . . . ~~four~~ . . . . 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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. MÖLLER, Inc.**

WITNESS

..... L. B. Buterbaugh .....

.....

By..... H. M. Ridgely ..... (SEAL)

Party of the first part

ST. GILES' PRESBYTERIAN CHURCH

RICHMOND, VIRGINIA ..... (SEAL)

By..... H. T. Schenck ..... (SEAL)  
Secy - Treas.

..... (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.

..... Nov. 17 ..... 1950 .....

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.

# EXEMPTION CERTIFICATE

(For use by a religious or nonprofit educational institution purchasing musical instruments subject to tax under section 3404(d) of the Internal Revenue Code for exclusively religious or educational purposes.)

..... Nov. 15 ..... 19 50  
Date

The undersigned purchaser hereby certifies that he is

..... Secy - Treas. of Building Committee ..... St. Giles Presbyterian Church .....  
(Title) Of

..... Richmond, Virginia .....  
(Religious or nonprofit educational institution)

that he is authorized to execute this certificate; and that the musical instruments specified in the accompanying order or on the reverse side hereof, are purchased by such institution for EXCLUSIVELY religious or educational purposes.

It is understood that this exemption certificate is for use only by a religious or nonprofit educational institution in the tax-free purchase of musical instruments for exclusively religious or educational purposes; and it is agreed that if the musical instruments purchased tax-free under this exemption certificate are used otherwise, such fact will be reported to the manufacturer from whom they were purchased tax-free.

The organization claiming this exemption (has) (has not) received a ruling from the Bureau of Internal Revenue holding it to be an exempt religious or nonprofit educational institution under section 101(6) of the Internal Revenue Code. The date of such ruling is ..... and such ruling has not been withdrawn or revoked.

(Signature) ..... H. T. Schenck .....  
(Title) Secy - Treas.

The fraudulent use of this certificate for the purpose of securing exemption from the payment or adjustment of taxes will subject the guilty party to a fine of not more than \$10,000 or imprisonment for not more than 5 years or both.

# M. P. MÖLLER Organ Factory

Pipe Organ No. 8300 Date November 17, 1950  
 For ST. GILES' PRESBYTERIAN CHURCH, RICHMOND, VIRGINIA  
 Action Electro-pneumatic Console Detached  
 Casing No. None Finish As per sample  
 Decorations None Motor 10 H.P. - Style 4-P-3330  
 Width of Key-bed Standard Stops & intra-man. coup. by Draw  
 No. Manuals Three by Tiltng Tablets. Stop Controls Knobs. Inter-man. coup.  
 To be Completed September 30, 1951 Wind Pressure St. 3 1/2", Sw. & Ch. 4",  
Ped. 4" & 5" Blower Pipe furnished by Purchaser

PITCH: A-440

## SPECIFICATIONS

### GREAT ORGAN (Unenclosed)

1.	8'	Diapason.....	45.....	18-19- $\frac{1}{2}$ .....	12 Zinc....	S.M..	61 Pipes
2.	8'	Bourdon.....	46.....		12 Zinc....	C.M..	61 Pipes
3.	8'	Gemshorn.....	50- $\frac{1}{2}$ .....		12 Zinc....	S.M..	61 Pipes
4.	4'	Octave.....	58.....	18-19- $\frac{1}{2}$ .....		S.M..	61 Pipes
5.	4'	Harmonic Flute.....	58.....			C.M..	61 Pipes
6.	2-2/3'	Octave Quint.....	64.....			S.M..	61 Pipes
7.	2'	Super Octave.....	68.....			S.M..	61 Pipes
8.	IV Rk.	Fourniture.....	4-A.....			S.M..	244 Pipes
9.		Chimes.....	(Console only)				
10.		Blank.....	(Console only)				

### SWELL ORGAN

11.	8'	Geigen Diapason.....	47.....		12 Zinc....	S.M..	73 Pipes
12.	8'	Rohrflöte....	1-12.R.M.B.#13.....	62.....		C.M..	73 Pipes
13.	8'	Viole de Gambe.....	54.....		12 Zinc....	S.M..	73 Pipes
14.	8'	Viole Celeste...T.C.....	56.....			S.M..	61 Pipes
15.	4'	Principal.....	58.....		12 Zinc....	S.M..	73 Pipes
16.	4'	Flute Triangulaire....	Reg. Tri. Flt.....		Wood & Metal....		73 Pipes
17.	2'	Fifteenth.....	72.....			S.M..	61 Pipes
18.	III Rk.	Cymbel.....	3-R-3.....			S.M..	183 Pipes
19.	8'	Trompette.....	3 1/2".....				73 Pipes
20.	4'	Clarion.....	2-3/4".....				73 Pipes
21.		Blank.....	(Console only)				
22.		Blank.....	(Console only)				
23.		Blank.....	(Console only)				
24.		Tremulant					

### CHOIR ORGAN

25.	8'	Viola.....	50.....		12 Zinc....	S.M..	73 Pipes
26.	8'	Nachthorn.....	50....	Capped.....	12 Zinc....	C.M..	73 Pipes
27.	8'	Erzähler.....	52-1/4.....		12 Zinc....	S.M..	73 Pipes
28.	8'	Erzähler Celeste..T.C.....	52-1/4.....			S.M..	61 Pipes
29.	4'	Koppelflöte.....	60.....			C.M..	73 Pipes
30.	2-2/3'	Nazard.....	64- $\frac{1}{2}$ .....			C.M..	61 Pipes
31.	2'	Blockflöte.....	66-3/4.....			C.M..	61 Pipes

CHOIR ORGAN (Cont'd)

32.	8'	Cromorne.....1"	73 Pipes
33.		Chimes.....(Console only)	
34.		Blank.....(Console only)	
35.		Blank.....(Console only)	
36.		Tremulant	

PEDAL ORGAN

37.	16'	Contrebasse....CCC..10" x 7 $\frac{1}{4}$ "...#25-56.....C.M....4"...	32 Pipes
38.	16'	Bourdon.....Large Ped. Bdn.....5"...	56 Pipes
39.	16'	Rohrbourdon....R.M.B...12 pipes..20 from #12.....4"...	32 Notes
40.	8'	Octave.....40.....17 Zinc.C.M....4"...	44 Pipes
41.	8'	Bourdon.....From #38.....	32 Notes
42.	8'	Rohrflöte.....From #12.....	32 Notes
43.	4'	Super Octave.....From #40.....	32 Notes
44.	4'	Bourdon.....From #38.....	32 Notes
45.	16'	Bombarde.....CCC..7"....CC..4 $\frac{1}{2}$ ".....5"...	56 Pipes
46.	8'	Bombarde.....From #45.....	32 Notes
47.	4'	Clarion.....From #45.....	32 Notes
48.		Blank.....(Console only)	
49.		Blank.....(Console only)	
50.		Blank.....(Console only)	

COUPLERS

51.	Great to Pedal		63.	Swell to Choir	16'
52.	Great to Pedal	4'	64.	Swell to Choir	
53.	Swell to Pedal		65.	Swell to Choir	4'
54.	Swell to Pedal	4'	66.	Great	16'
55.	Choir to Pedal		67.	Great	4'
56.	Choir to Pedal	4'	68.	Swell	16'
57.	Swell to Great	16'	69.	Swell	4'
58.	Swell to Great		70.	Choir	16'
59.	Swell to Great	4'	71.	Choir	4'
60.	Choir to Great	16'	72.	Great Unison Separation	
61.	Choir to Great		73.	Swell Unison Separation	
62.	Choir to Great	4'	74.	Choir Unison Separation	

ADJUSTABLE COMBINATIONS

Pistons No. 1-2-3-4-5-6	Affecting Great Organ
Pistons No. 1-2-3-4-5-6	Affecting Swell Organ
Pistons No. 1-2-3-4-5-6	Affecting Choir Organ
Pistons No. 1-2-3-4-5-6	Affecting Pedal Organ (duplicated by toe studs)
Pistons No. 1-2-3-4-5-6-7-8	Affecting Full Organ(duplicated by toe studs)
General Cancel Piston	



PEDAL MOVEMENTS

Great to Pedal Reversible (duplicated by manual piston)  
Swell to Pedal Reversible (duplicated by manual piston)  
Choir to Pedal Reversible (duplicated by manual piston)  
Balanced Expression Pedal - Swell Organ  
Balanced Expression Pedal - Choir Organ  
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

JHH:mz  
4/6/51