

Memorandum of Agreement,

Made this.....31st.....

day of July.....A. D., 1939., by and between **M. P. MOLLER, Inc.**, of Hagerstown,
Maryland, party of the first part, and.....ST. MARTIN'S R. C. CHURCH, WASHINGTON, D. C.
Rt. Rev. Magr. Michael J. Risidan, Pastor.....
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 plans to be hereafter approved by party of second
part, and to erect it in.....the above church.....

.....
ready for use on or before the...15th.....day of....November.....A. D., 193...9,
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 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 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 defects in 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. In consideration of the above, the party of the second part agrees to pay to M. P. Moller, Inc.,
or order, the sum of...Five thousand three hundred and twenty five (\$5,325.00)
.....Dollars.....

AS FOLLOWS:

~~FIRST PAYMENT:~~
~~on the signing of this contract/~~

~~First~~
~~SECOND PAYMENT:~~Cash in full.....

when the organ has been built and installed, and the balance as follows:

.....
.....
.....
5. The party of the second part also agrees that the building will be in proper condition for the
installation of the organ.....three.....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

M. P. MÖLLER Organ Factory

Pipe Organ No. # 6809 Date July 31, 1939
 For ST. MARTIN'S R. C. CHURCH, WASHINGTON, D. C.
 Action Electric Console Detached-horse shoe type
 Casing No. case & display pipes Finish to sample
 Decorations we supply design Motor electric
 Width of Key-bed 3 Stop Controls stop keys
 No. Manuals Nov. 15, 1939 Wind Pressure Gt. 4" - Sw. 5"
ch. 5" - Ped. 5"
 To be Completed Blower Pipe furnished by purchaser

A-440

SPECIFICATIONS

GREAT ORGAN

1	8'	Diapason.....42 scale-1-12 new, 13 - 61 recond.....61 Pipes
2	8'	Clarabella.....Reg.- 1-12 new, 13-61 recond.....61 "
3	8'	Gemshorn.....52-1/3 scale- recond.....61 "
4	4'	Octave.....58 scale- recond.....61 "
5	II-III	Plein Jeu.....66 scale- 12 CC-C, 61 pipes.....159 "
		68 scale- 15 CC-C, 61 "
		56 sc. @ CC, 8 - M C 25 - C, 37 pipes

Tremolo

SWELL ORGAN

6	8'	Diapason.....44 scale- 1-12 new, 13-73 recond.....73.85 Pipes
7	8'	Rohr Gedeckt.....Reg.- recond.....85.73 "
8	8'	Gamba.....57 scale- 1-12 new, 13-73 recond.....73 "
9	8'	Voix Celeste, T.C. 57 scale- recond.....61 "
10	4'	Rohr Flute.....from # 6.7.....73 Notes
11	2'	Flautina.....70 scale- recond.....61 Pipes
12	III-IV	Mixture.....prepared for
13	8'	Trumpet.....4 1/2", new 'shallots & tongues.....73 "
14	8'	Oboe.....3 1/2" " " " ".....73 "
15	8'	Vox Humana.....prepared for

Tremolo

CHOIR ORGAN

16	8'	Viola.....53 scale- 1-12 new, 13-73 recond.....73 Pipes
17	8'	Melodia.....Reg.- wood - recond.....73 "
18	8'	Dulciana.....56 scale- 1-12 new, 13-73 recond.....73 "
19	4'	Rohr Flute.....Reg.- recond.....73 "
20	8'	Clarinet.....1 1/2" - new 'shallots & tongues.....73 "

Tremolo

PEDAL ORGAN # 1 To # 29 WOOD # 30 - 44 RECONDITIONED METAL 54 sc. @ 4'

21	16'	Violone.....Reg.-wood-recond.....44 Pipes
22	16'	Bourdon.....#2 - 20 from # 7(enclosed in Choir)..12 "
23	10-2/3'	Quint.....from # 22.....32 Notes
24	8'	Octave.....from # 21.....32 "
25	8'	Flute.....from # 2.....32 "
26	8'	Gedeckt.....from # 7.....32 "
27	8'	Dulciana.....from # 18.....32 "
28	16'	Trombone.....prepared for

COUPLERS

29	Great to Pedal
30	Swell to Pedal
31	Choir to Pedal
32	Swell to Great
33	Choir to Great
34	Swell to Choir
35	Swell to Swell 4'
36	Choir to Swell 16'
37	Choir to Swell 8'
38	Choir to Swell 4'

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals)

Pistons No. 1-2-3-4-5-6-0	Affecting Great Organ
Pistons No. 1-2-3-4-5-6-0	Affecting Swell Organ
Pistons No. 1-2-3-4-5-6-0	Affecting Choir Organ
Pistons No. 1-2-3-4-5-6-0	Affecting Pedal Organ
Pistons No. 1-2-3-4-5-6	Affecting Full Organ
00- General Cancel	

PEDAL MOVEMENTS

1	Balanced Expression Pedal - Swell Organ
2	Balanced Expression Pedal - Choir Organ
3	Balanced Crescendo Pedal - Entire organ with Indicator lights
4	Great to Pedal Reversible
5	Tutti Reversible

Organ bench with music shelf

Concave Pedal

Electric motor, blower, and action current generator of ample capacity.

ROW:D

8/29/39

All organ parts and mechanisms new, excepting such pipe work indicated on specification as reconditioned, and all pipes to be scaled for the tonal requirements of the building.

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 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.
9. It is mutually understood and agreed that this contract shall be binding after, but not before, acceptance at Hagerstown, Maryland by the party of the first part, and it is to be conclusively presumed that the conditional sale hereby made is made and consummated at said Hagerstown, Maryland, where said organ is to be constructed in the plant of the party of the first part.
10. 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 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.
11. 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.

WITNESS

M. P. MOLLER, INC.
By: H. M. Ridgely (SEAL)
Party of the first part

..... H. L. Newcomer ST. MARTINS R. C. CHURCH (SEAL)

..... By: Michael J. Riordan (SEAL)
Pastor.

..... (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. MÖLLER, Inc.

August 10, 193⁹

By E.O. Shulenberger, 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.