

Organs  
# 3355  
3356

CONTRACT - CONSTRUCTION AND REPAIRS.

This agreement entered into at MOUNTAIN Branch, NATIONAL HOME FOR DISABLED VOLUNTEER SOLDIERS, this 16th day of March, 1922, between J. C. Donnelly, Treas. and Supt. of Post Fund of the above mentioned Branch of THE NATIONAL HOME FOR DISABLED VOLUNTEER SOLDIERS, of the first part, and M. P. Moller, Inc. of Hagerstown, in the County of Washington, and State of Maryland, of the second part:

WITNESSETH. That in conformity with the advertisement and specifications hereunto attached, and which, so far as they relate to this contract, form a part of it, the said party of the first part, Treas. as aforesaid, for and in behalf of THE NATIONAL HOME FOR DISABLED VOLUNTEER SOLDIERS, and the said party of the second part for (their - themselves) heirs, executors and administrators, have mutually agreed, and by these presents do mutually covenant and agree, to and with each other, as follows, viz.: The party of the second part agrees to furnish and install complete, two (2) Pipe Organs as per proposals and specifications hereto attached, one (1) Organ to be installed in the Catholic Chapel, and one (1) Organ in the Protestant Chapel, Mountain Branch, N. H. D. V. S., for the sum of five thousand (\$5,000.00) dollars.

1. All materials furnished and work done under this contract, shall, before being accepted, be subject to a rigid inspection by Inspectors appointed by the Governor of the Branch, and such as fail to conform to the specifications set forth in this contract shall be rejected. The decision of the Supervising Architect, if any, and otherwise of the Gov. of the Branch, as to quality, and upon all questions concerning plans, specifications, sizes, materials or workmanship, shall be final.

2. Any and all articles that may, upon inspection, be condemned or rejected, either before or after they have been wrought into the work, shall be promptly removed from the premises; and if the said party of the second part shall fail or neglect to remove such defective material or to make good defective work or to provide any materials or appliances which are, in the opinion of the Supervising Architect, if any, and otherwise of the Gov. of the Branch, required or implied by the plans and specifications, within ten days after having been notified in writing of such rejection or omissions, then the party of the first part shall have the right to have such to have such omissions and such defective work or material replaced or made good by open purchase, the cost of the same to be deducted from any moneys due or that may become due to the party of the second part for work done under this contract.

3. Each and every person employed by the contractor in providing materials or performing labor hereon shall be, in the opinion of the Supervising Architect or Gov., a suitable, competent, and satisfactory person. The contractor shall at once remove from the work any person objected to by the Supervising Architect or Gov.

4. All reasonable and proper facilities are to be given to the Supervising Architect, the Gov. and the Inspectors appointed by him for the inspection of all work done and material furnished under this contract, whether at the Home or elsewhere.

5. The said party of the second part shall commence work on or before the 15th day of April, 1922, and shall complete the said work on or before the 30th day of June, 1922.

6. That in case of failure of the said party of the second part to comply with the stipulations of this contract according to the true intent and meaning thereof, then the party of the first part shall have the power to complete the work at the expense of the party of the second part in such manner as the party of the first part shall deem best for the interests of The National Home for Disabled Volunteer Soldiers, either by Day's labor and open-market purchase of the necessary material, or by contract, or both, and any excess of cost resulting from such failure shall be charged to the party of the second part. Provided, however, that if the party of the second part shall by the violence of the elements and through no fault of their own be prevented either from commencing or completing the work at the time agreed upon in this contract, such additional time may in writing be allowed for such commencement or completion as in the judgment of the party of the first part, or his successor, shall be just and reasonable; but such allowance and extension shall in no manner affect the rights or obligations of the parties under this contract, but the same shall subsist, take effect, and be enforceable precisely as if the new date for such commencement or completion had been the date originally herein agreed upon.

J. C. Donnelly



7. If, at any time during the prosecution of the work, it be found advantageous or necessary to make any change or modification in the project, and this change or modification should involve such change in the specifications as to character and quantity, whether of labor or material, as would either increase or diminish the cost of the work, then such change or modification must be agreed upon in writing by the contracting parties, the agreement setting forth fully the reasons for such change, and giving clearly the quantities and prices of both material and labor thus substituted for those named in the original contract. Provided, that no payment shall be made unless such supplemental agreement was signed and approved before the obligation arising from such modification was incurred.

8. In compliance with the requirements of an Act of Congress approved June 19, 1912, it is hereby provided that no laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or of any subcontractor, shall be required or permitted to work thereon more than eight hours in any one calendar day.

9. It is hereby stipulated and agreed that in case there is any violation of the provision in the preceding paragraph the said party of the second part shall pay five dollars for each violation of such provision for each laborer or mechanic for every calendar day.

10. Any amount which may appear to be payable by the party of the second part on account of violation of the said provision, as determined by reports of the Inspector or the Gov. or other representative of the party of the first part, shall be deducted and withheld from any moneys due the said party of the second part under the terms of this contract.

11. No claim whatever shall at any time be made upon the National Home for Disabled Volunteer Soldiers by the party or parties of the second part for or on account of any extra work or material performed or furnished, or alleged to have been performed or furnished, under or by virtue of this contract and not expressly bargained for and specially included therein, unless such extra work or materials shall have been expressly required in writing by the party of the first part or his successor, the prices and quantities thereof having been first agreed upon by the contracting parties.

12. Payments shall be made to the said party of the second part after the terms of this contract shall have been fully complied with by the party of the second part and the work delivered and accepted.

13. Neither this contract nor any interest therein shall be transferred by the said party of the second part to any other party, and any such transfer shall cause the annulment of the contract so far as The National Home for Disabled Volunteer Soldiers is concerned; all rights of action, however, to recover for any breach of this contract by the said party of the second part are reserved to the N. H. D. V. S.

14. This contract is executed by the parties hereinbefore mentioned subject to the ratification and approval of the same by the Pres. of the Bd. of Mgrs. of the said N.H.D. V.S. until so approved; and it is agreed that if it be disapproved by said Pres. of the Bd. of Mgrs. aforesaid, then this contract shall be null and void and of no effect.

IN WITNESS WHEREOF, The undersigned have hereunto placed their hands the date first hereinbefore written.

THE NATIONAL HOME FOR DISABLED VOLUNTEER SOL'DS.

Witness:  
Mildred Nancey

G. S. Funkhouser, Treas.

By J. C. Donnelley,  
Treas. Mountain Brnch. N.H.D.V.S.

M. P. Moller, Inc.,

M. P. Moller, Pres.

E. O. Shulenberger, Sec'y.

F. A. Cleveland  
Adj. & Inspector  
Ex. Officer

Mountain Branch N. H. D. V. S.



# M. P. MÖLLER Organ Factory —

Pipe Organ No. 3355 Date April 3, 1922  
 For Protestant Chapel; Mt. Branch National Home for D.V.S.  
Johnson City, Tenn.  
 Action Tubular Console \_\_\_\_\_  
 Casing of Red Gum Finish Stained Walnut  
 Decorations \_\_\_\_\_ Motor Elec.  
 Width of Key-bed \_\_\_\_\_ Stop Controls Stop Keys.  
 No. Manuals Two Wind Pressure 3-3/4"  
 To be completed June 5, 1922 Positively Blower pipe furnished by Them

## SPECIFICATIONS:

### 1 MIRROR

1	8'	Open Diapason.....	61 Pipes
2	8'	Stopped Diapason.....	61 "
3	8'	Dulciana.....12 from #2.....	61 "
4	4'	Flute Traverso.....	61 "
5	8'	Viole D'Orchestre.....	61 "

### SWELL ORGAN

6	8'	Gedeckt.....	61 Notes
7	4'	Flute.....	61 "
8	8'	Dolce.....(Soft).....	61 "
9	8'	Viole D'Orchestre.....	61 "
10	8'	Vox Humana.....	61 Pipes

### PEDAL ORGAN

11	16'	Bourdon.....	32 Pipes
12	16'	Lieblich Gedeckt.....	32 Notes

### COUPLERS

13	Great to Pedal	17	Swell to Great 4'
14	Swell to Pedal	18	Swell 4'
15	Swell to Great	19	Swell 16'
16	Swell to Great 16'	20	Great 4'

### MECHANICALS

21 Tremulant. Crescendo Indicator

### ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals.)  
 Pistons No. 1-2-3 Affecting Great & Pedal Stops  
 Pistons No. 1-2-3 Affecting Swell & Pedal Stops

### PEDAL MOVEMENTS

1	Great to Pedal Reversible
2	Balanced Swell Pedal
3	Grand Crescendo Pedal

Organ Bench with Music Shelf.

Concave Pedal

Electric Blower of ample capacity.



# M. P. MÖLLER Organ Factory

Pipe Organ No. 3356 Date April 3, 1922  
For Catholic Chapel Mt. Branch National Home For D.V.S. Johnson City.  
Tenn.  
Action Tubular Console Dark Golden  
Casing of Oak Finish Rubbed finish  
Decorations \_\_\_\_\_ Motor El ec.  
Width of Key-bed \_\_\_\_\_ Stop Controls Stop Keys.  
No. Manuals Two Wind Pressure 3-3/4"  
To be completed June 5, 1922 Positively Blower pipe furnished by Them.

## SPECIFICATIONS:

### L MIRROR

### GREAT ORGAN

- |   |                |                                     |          |
|---|----------------|-------------------------------------|----------|
| 1 | 8 <sup>8</sup> | Open Diapason.....                  | 61 Pipes |
| 2 | 8 <sup>8</sup> | Stopped Diapason.....               | 61 "     |
| 3 | 8 <sup>8</sup> | Dulciana.....12 from #2.....        | 61 "     |
| 4 | 4 <sup>8</sup> | Flute Traverso.....                 | 61 "     |
| 5 | 8 <sup>8</sup> | Viole D <sup>8</sup> Orchestra..... | 61 "     |

### SWELL ORGAN

- |   |                |                                     |          |
|---|----------------|-------------------------------------|----------|
| 6 | 8 <sup>8</sup> | Gedeckt.....                        | 61 Notes |
| 7 | 4 <sup>8</sup> | Flute.....                          | 61 "     |
| 8 | 8 <sup>8</sup> | Dolce.....(Soft).....               | 61 "     |
| 9 | 8 <sup>8</sup> | Viole D <sup>8</sup> Orchestra..... | 61 "     |

### PEDAL ORGAN

- |    |                 |                       |          |
|----|-----------------|-----------------------|----------|
| 10 | 16 <sup>8</sup> | Bourdon.....          | 32 Pipes |
| 11 | 16 <sup>8</sup> | Lieblich Gedeckt..... | 32 Notes |

### COUPLERS

- |    |                                |
|----|--------------------------------|
| 12 | Great to Pedal                 |
| 13 | Swell to Pedal                 |
| 14 | Swell to Great                 |
| 15 | Swell to Great 16 <sup>8</sup> |
| 16 | Swell to Great 4 <sup>8</sup>  |
| 17 | Swell 4 <sup>8</sup>           |
| 18 | Swell 16 <sup>8</sup>          |
| 19 | Great 4 <sup>8</sup>           |

### MECHANICALS

- |    |            |                     |
|----|------------|---------------------|
| 20 | Tremulant. | Crescendo Indicator |
|----|------------|---------------------|

### ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals.)

- |                   |                               |
|-------------------|-------------------------------|
| Pistons No. 1-2-3 | Affecting Great & Pedal Stops |
| Pistons No. 1-2-3 | Affecting Swell & Pedal Stops |

### PEDAL MOVEMENTS

- |   |                           |
|---|---------------------------|
| 1 | Great to Pedal Reversible |
| 2 | Balanced Swell Pedal      |
| 3 | Grand Crescendo Pedal     |

Organ Bench with Music Shelf of same material as Casing.  
Conave Pedal.  
One Electric Blower of ample capacity for both the Catholic  
and Protestant Organs.

M. P. Möller, Pres.

F. C. Hollenberger, Sec'y.