

C O P Y.

ORGAN

#4178

Memorandum of Agreement, Made this...20th.....

day of...November...A. D., 192...4, by and between M. P. MOLLER, Inc., of Hagerstown, Maryland, party of the first part, and

...First Presbyterian Church, by trustees.....

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...First Presbyterian Church, Las Cruces,.....
.....New Mexico.....
ready for use on or before the...first.....day of.....May.....A. D., 192...5,
or as soon thereafter as possible in the event of delays beyond his 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 his own expense.

3. The party of the first part guarantees the action and construction of the organ for a term of one year from date of completion and agrees to correct defects in material or workmanship that may be brought to his 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 M. P. Moller, Inc., or order, the sum of.....Three thousand dollars (\$3,000.00).....

AS FOLLOWS: ...Seven hundred fifty dollars cash when organ in...
...stalled and completed; three notes numbered one to three payable
in one, two and three years after date for Seven hundred fifty
each with interest at six per cent.

5. The party of the second part also agrees that the building will be in proper condition for the installation of the organ.....ten.....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 of the instrument, and necessary light, heat and power.

6. 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.

DEC 11 1924

M. P. MÖLLER Organ Factory

Pipe Organ No. 4178 Date Nov. 20, 1924.

For First Presbyterian Church, Las Cruces, N. M.

Action Electric Console _____

Casing of _____ Finish _____

Decorations _____ Motor Electric

Width of Key-bed _____ Stop Controls Stop Keys

No. Manuals Two Wind Pressure 5"

To be completed May 1, 1925 Blower pipe furnished by Church

Pitch A-440

SPECIFICATIONS:

GREAT ORGAN

1	8'	Open Diapason....	Scale 42....	61 Pipes
2	8'	Melodia.....		73 "
3	8'	Dulciana.....		73 "
4	4'	Flute D'Amour....	#27.....	61 Notes
5	8'	Salicional.....		73 Pipes
6	8'	Oboe.....	#11.....	73 Notes

SWELL ORGAN

7	8'	Gedeckt.....		73 Pipes
8	4'	Flute Traverso....	#9.....	61 Notes
9	8'	Dolce.....	#3.....	73 "
10	8'	Salicional.....	#5.....	73 "
11	8'	Oboe.....		73 Pipes
12	8'	Vox Humana.....	S.S.B.....	61 "

PEDAL ORGAN

13	16'	Bourdon.....		32 Pipes
14	16'	Lieblich Gedeckt....	#13.....	32 Notes

COUPLERS

15	Great to Pedal	20	Swell 4'
16	Swell to Pedal	21	Swell 16'
17	Swell to Great	22	Great 4'
18	Swell to Great 16'	23	Great 16'
19	Swell to Great 4'	24	Swell Unison Separation

MECHANICALS

25	Tremulant	Crescendo Indicator
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ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals)

Pistons Nos. 1-2-3 Affecting Great and Pedal Stops

Pistons Nos. 1-2-3 Affecting Swell and 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.

No. 2

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 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 agreed that the title and ownership of the organ shall remain with party of the first part until the contract price, before mentioned, has been fully paid, after which the instrument shall become the property of the party of the second part; also that all verbal agreements and understandings are merged in this contract, and the specifications and details of construction attached hereto.

In Witness Whereof we have hereunto set our hands and seals this day and year first above written.

WITNESS

.....(SEAL)

Party of the first part

.....**First Presbyterian Church**(SEAL)

.....**Kate B. Harris**.....

By...**Willis D. Newton**....(SEAL)

.....**Hattie B. Wade**.....(SEAL)

.....**E. M. Brown**.....(SEAL)

Party of the second part
as trustees

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.

M. P. MÖLLER ORGAN WORKS

HAGERSTOWN, MD.

Organ No. 4178 Contract Rec'd. Nov. 20, 1924 To be Completed May 1, 1925
Name of First Presbyterian Church, Street No. _____
City Las Cruces, State N.M. County _____
Address Correspondence to Rev. W. D. Newton Street No. _____
Ship Organ to _____ Freight Station _____
Route Organ Via W. South Memphis, Mo. M.P. to Dallas, Mo. at 75.71 Request of _____
Railroads on which located and rates { N.W. 4.58 8 3.86 1/2
See Low High.
Wrote _____ For Freight Station _____ O. K. _____

CASING AND DISPLAY PIPES

Casing, console made of 1/4 oak Sample to H. E. 12/26/24
Grille made of _____
Front Pipes decorated in Ream gold O. K. _____
Wrote Newton For sample of wood and decorations 12/1/24

ELECTRIC MOTOR AND BLOWER

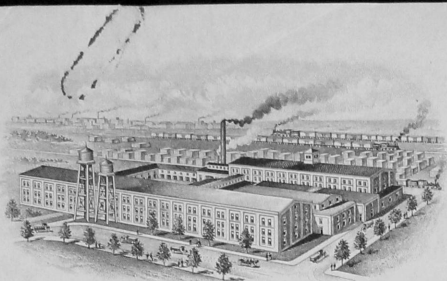
Motor Rec. Date Spec. sent to Kinetic for size of motor Dec. 4, 1924
Kinetic advise use of 1 H. P. motor. Cond. Pipe furnish by Church
Date blower ordered 5/1/25 To reach destination June 15, 1925 Date shipped 5/29/25
Electric Current { A. C. } Phase Single Cycles 60 Volts 110
D. C. {
Wrote Newton to have Electric blank filled up 12/12/24 O. K. _____

REED PIPES

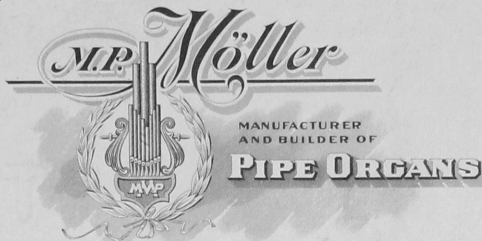
Reeds orderde from See cont. Date ordered 12/20/24 Pitch A-440
Date to reach destination 12/20/24 Wind Pressure 5" Date shipped _____

OTHER INFORMATION

Action of Organ Rec. Stops controlled by Stop Keys.
Organ to be voiced on 5" No. Manuals 2 No. Stops 25
Organ Shipped June 8, 1925 Is Church Old or New _____
Do We Get an Old Organ _____ To be Shipped to _____
NO. 4178 PLACE LAS CRUCES, N.M.
FILE NO. 3384



ESTABLISHED 1880.
LOS ANGELES OFFICE
208 INSURANCE EXCHANGE BLDG.



Hagerstown, Maryland, U.S.A.

LOS ANGELES, CALIF., July 11, 1925.....192

M. P. Moller,
Hagerstown,
Maryland.

3384

Gentlemen:-

Attention: Mr. E. O. Shulenberger

Enclosed find copy of original letter, and photographs received from my mechanic in Los Cruces, New Mexico.

Photographs will show condition organ arrived, also will show conditions of pipes which will have to be replaced.

My mechanic states that he can repair Vox Humana chest. From the looks of photograph, I would advise that a new one be sent to replace same. Mr. Spottiswood suggests his repairing this chest on account of the church people wanting the organ as soon as possible.

Mr. Spottiswood claims separation parts could be straightened out on the job. Please advise us if you want this done this way.

Copy of letter sent by Mr. Spottiswood, giving a list of the damaged pipes beyond repair gives just what he will need before he can complete job, and the church people are very anxious that he has these before he leaves.

Owing to the unfortunate circumstances surrounding this installation, I would suggest that you send me a check of \$150.00 to assist in carrying out the expenses of the man up there and his salary.

Now, I would like you to advise me just how you want to handle the extra labor involved in the work of installation on the damaged parts. Also whether we are to ship the damaged parts back to you, or try to make a satis-

#2 M. P. Moller

factory arrangement there with the railroad company. As they admit they are responsible, you will note in Mr. Spottiswood's letter.

If it is your intention of having the man remain there pending the arrival of the new parts, of course, his time and expense in this matter would necessarily have to be borne by you. It is therefore, important that you wire him immediately upon receipt of this letter, whether he should leave when he has gone as far as he can go, or whether he should remain until you send him the balance of damaged parts. Please send me a copy of the wire you send him.

Trusting this has been handled to your satisfaction, I am

Very sincerely yours,

Joe Klien
Per R. Redpath

JK:RR

C O P Y

First Presbyterian Church
Los Cruces, New Mexico

Wednesday.

Dear Mr. Klein:

The enclosed pictures will give you an idea of the damage. The pipes beyond repair are (8lost)

	Dulciana		Salicional		Open Diapason
#1	C	#1	C		C
3	D	2	C- A		C-H
4	D	3	D		D
5	D	4	D-A		D-H
6	F				
7	F-A				

The Vox chest I will be able to fix it all right also the swell engine which is very badly broken up.

There were twenty seven cases inall and the Railroad agent admits that they have had much unnecessary handling. The minister before I came wrote the factory about the damaged conditions, and a reply stated that they would replace any borken parts and take the matter up with the railroad company.

Now I can give them organ Sunday first. I had the power looked up today for the sake of getting juice to test out the chests fearing that they had suffered but the trouble was comparitively small.

The installation otherwise is going along in a manner which I am sure would please you.

The church people are anxious that these pipes be sent before I leave. If I was to have the ornamentals straightened up here and pay for them myself would that be in order.

Very respectfully yours,

(Signed) John M. Spottiswood

P.S. I will do all I can to assist you in negotiations with the railroad on advice.

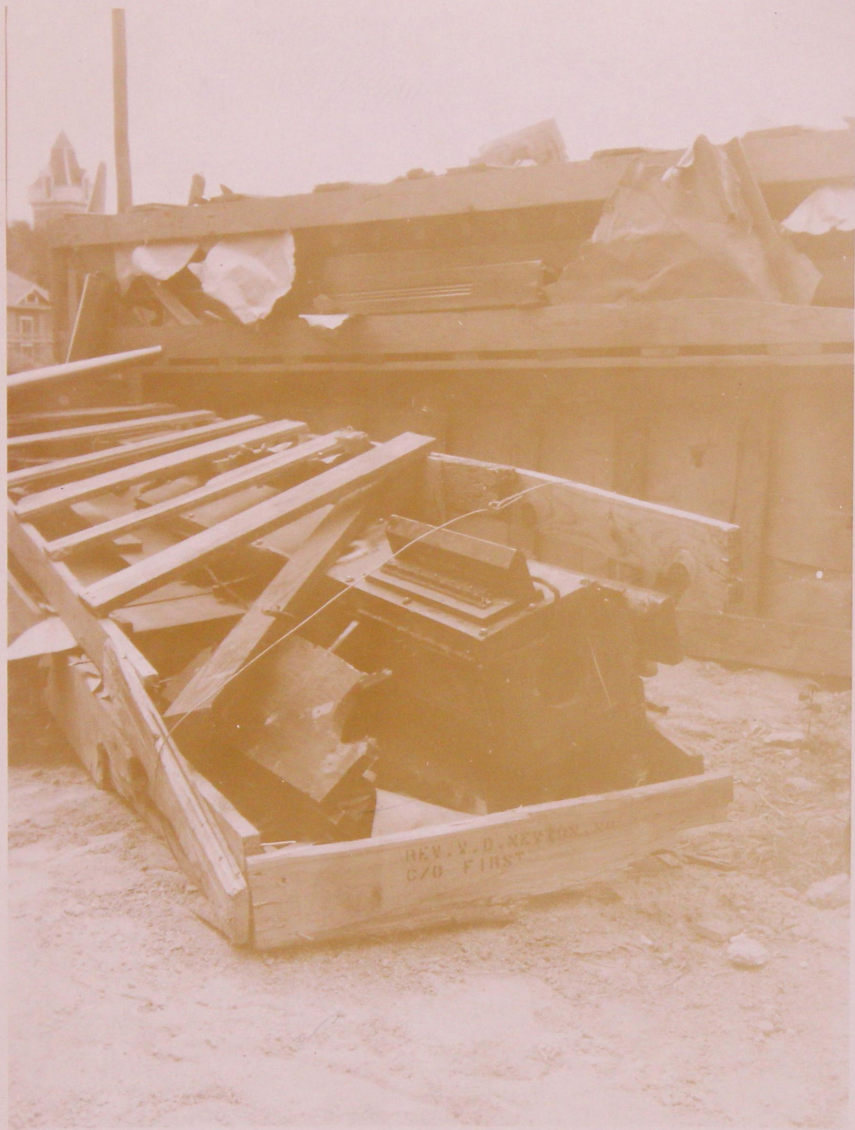




This is the Vox chart.



The pipe on extreme right
is an Ornamental. There are
two more, both as bad.



REV. V. D. NEYTON
C/O FIRST



Las Cruces, New Mexico.

July 1st 1925.

M. P. Moller, Inc.,

Hagerstown, Md.

Gentlemen:-

Herewith please find two insurance policies to cover the pipe organ parts.

I wired you twice yesterday, we found the shipment not in first class order it no doubt had been transferred several times and the crates many of them in bad shape but hope the breakage will not be as bad as as it looks to be, the R.R.Agt. here told me to tell you that you better have the shipment looked over soon as possible if you intended to make claim against the railroad.

Please return the set of BLU PRINTS I mailed you of our Church.

Yours very truly,

W. D. Newton

DEFECTS NOTED in performance of Moller Pipe Organ, in-
stalled in First Presbyterian Church, Las Cruces, N.M.

Oct. 17, 1925.

SWELL:

Oboe; 1st lower bass, C to G--rattle
G sharp out
A out
B flat, below Middle C, -rattle
E flat above Middle C- rattle
G-2nd octave above Middle C- out.

VoxHumana:

Low bass C - rattle
E flat-off tune
D, 2nd octave above Middle C- off.

Salicional:

Lower D fails to pick up
F sharp, 2nd above Middle C - out
B, " " " " out
All valves too loud in opening.

Gedeckt:

Last upper C - out
Valves loud.

Dolce:

Lower bass C sharp and D--slow pick-up
Next C sharp and D-weaker in volume and
slow in pick-up.
2nd A sharp above Middle C - out
3rd G sharp " " " out

GREAT:-

Dulciana:

Lower C sharp and D-weak and slow
G-slow; off tone
G sharp above Middle C, -slow pick-up
2nd A " " " - out
2nd B flat " " " out

Salicional:

Lower E-slow
2nd F sharp above Middle C - out
2nd B " " " out

Oboe:

Lower D - off
" G - off and rattles
" G sharp- out
" A - out
Bass C - off and rattles
Bass B flat - off
E flat above Middle C - rattles
2nd G " " " - out.

GREAT-Cont'd:-

Open Diapason:

More or less out of tune in Treble register.

Flute:-

2nd C - out above Middle C.
3rd G sharp -out above Middle C.
3rd B flat, " " " "

Liebllich:

Foot Manual; three conditions of off-tone
and pick-up.

Bourdon:

Two conditions of off-tone.

When applying Great to Pedal with combination,
including VoxHumana, discordant to more than
 $\frac{1}{4}$ tone, -as Dolce and VoxHumana.

Placing all stops in action and giving any Tonic or
Dominant chord, the Organ in a pure jumble of dis-
sonance and rattle.

Using Melodia in Great and VoxHumana, in Swell, is
not possible in present condition.