

Memorandum of Agreement, Made this 2

day of Sept A. D., 1930 by and between **M. P. MÖLLER, Inc.** of Hagerstown,
Maryland, party of the first part, and

of the second part,

Jose B. Hart & Brother,

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 Chapel of funeral home at
735 Cherry St., Macon, Ga.
ready for use on or before the 1 day of Dec A. D., 1930
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 manufacturer for one year.)

4. In consideration of the above, the party of the second part agrees to pay M. P. Möller, Inc., or order, the sum of Five Thousand Dollars (\$5000.00)

less 5% discount

AS FOLLOWS:

One half cash upon installation & acceptance & balance in three equal notes, in twelve & eighteen months, bearing 6% interest

5. The party of the second part also agrees that the building will be in proper condition for the installation of the organ 2 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.

Specimen of

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 conductors 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.

Jesse B Hart & Co (SEAL)
By J. Freeman Hart Pres (SEAL)

----- (SEAL)

----- (SEAL)

Party of the second part.

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 ELECTRO-PNEUMATIC PIPE ORGANS

CASING:—The Console Casing, or organ casing, if it is included in this contract, is made of the best grade of..... wood, properly finished after samples to be approved by purchaser.

Case designs are to be in harmony with the architecture of the building and in accordance with drawings to be submitted by the party of the First part and approved by party of the Second part.

FRONT PIPES:—When Front Pipes are included in the contract they are to be made of the best annealed zinc, with inserted lips and may be made of burnished zinc or finished in gold bronze, or such other colors as may be selected by the purchaser.

BUILDING FRAMES:—All Organ Frame-work is to be of first-class lumber, sufficiently strong to sustain the weight of the various parts that rest upon it, with an additional safety margin of fifty per cent.

WIND TRUNKS:—Wind Trunks are to be made of the best materials, of sufficient size to supply copious amount of wind to the various chests. Flexible or telescopic joints are to be provided wherever there is a possibility of wind chests transferring their weight to trunks in the events of shrinking or settling of floor.

AIR RESERVOIRS:—Separate Air Reservoirs with automatic regulating valves to be provided for each wind chest. These are to be of ample capacity, made of the best material, the folds of the best grade white sheepskin with corners triple leathered.

PASSAGE WAYS:—Passage ways are to be provided throughout the organ for tuning and regulating.

ACTION:—M. P. MÖLLER'S Patent Electro-Pneumatic action is to be used in this instrument. The materials throughout are to be the best, all contacts to be made of Phosphor Bronze or Pure Silver, as experience has proven to be the best for the different electrical requirements in this organ. Coupler Contacts in the keyboard are so designed that they will not effect the touch of the keys. All wire to be of the best grade, properly insulated, and all electrical connections between console and organ are to be specially built cables, asbestos treated, approved by Fire Underwriters. All electrical connections to be soldered.

KEYBOARDS:—Manual and Pedal Keyboards are to be of standard scales. The Manual keys are to be of the overhanging type and are to be covered with the best grade Ivory for white keys and genuine Ebony sharps. The Pedal keys are to be topped with white wood for naturals and ebony for sharps.

WIND CHESTS:—Wind Chests are to be built of the best grade of lumber, with well proportioned wind ways and ample speaking room for pipes. A separate valve is to be provided for each pipe, and all pouches are to be made of the best bark tanned lamb skin. All pallets controlling air to the pipes are to be built up of the best grade of wool felt and alum tanned sheep skins, reinforced by fiber. All valves in M. P. MÖLLER Organs are readily removable.

ELECTRIC MAGNETS:—Electric Magnets are to be of the latest improved design, known as "outside magnets", all armatures removable and adjustable with wind on.

PIPES:—Special attention is to be given to the scaling and construction of all pipes, so that they best conform to the size of the organ and the individual purpose. Metal pipes from Tenor F, 8. Open Diapason length down, are to be made of the best quality annealed zinc; all of any shorter length to be made of alloys of pure tin and lead in such proportions as required to produce the best quality of tone in each stop.

Wood pipes are to be made of the best grade thoroughly seasoned and kiln dried lumber, with hard mouth pieces and caps, all wood pipes to be glue sized on the inside and given at least two coats of shellac on the outside.

VOICING:—As we manufacture and voice all pipes used in M. P. MÖLLER Organs, we are in position to insure the most artistic and beautiful tone. All pipes must be prompt in speech and free from imperfections. The final tone regulation of the organ to be accomplished in the building in which it is used, so that the tonal ensemble may be the best for the particular location and use.

INTERIOR FINISH:—All the interior wood work of the organ is to be covered with at least two coats of the best orange shellac or hard oil finish as the different purposes may demand to provide as far as possible against evil results from atmospheric moisture.

IN FINE:—The organ is guaranteed to be the highest grade in every detail of material, workmanship and tone.

SPECIFICATIONS
of a
TWO MANUAL "ARTISTE" REPRODUCING MORTUARY ORGAN

MANUALS: - Compass CC to C, 61 Notes.
PEDALS: - Compass CCC to C, 32 Notes.
ACTION: - Meller's Patent Electro-Pneumatic throughout.

GREAT ORGAN

| | | | |
|---|----|--------------------|----------|
| 1 | 8' | Open Diapason..... | 61 Pipes |
| 2 | 8' | Stopped Flute..... | 25 " |
| 3 | 8' | Dulciana..... | 73 " |
| 4 | 8' | Salicional..... | 73 " |
| 5 | 4' | Flute d'Amore..... | 73 Notes |
| 6 | 2' | Piccolo..... | 61 " |

Chorus
Chorus **SWELL ORGAN** *21 tubes*
Chorus *73 pipes*

| | | | |
|----|--------|-----------------------|----------|
| 7 | 8' | Stopped Flute..... | 73 Notes |
| 8 | 8' | Delce..... | 73 " |
| 9 | 8' | Salicional..... | 73 " |
| 10 | 4' | Orchestral Flute..... | 73 " |
| 11 | 2-2/3' | Flute Twelfth..... | 61 " |
| 12 | 2' | Piccolo..... | 61 " |

Chorus
Chorus **PEDAL ORGAN** *73 notes*
Chorus *61 pipes*

| | | | |
|----|-----|-----------------------|----------|
| 13 | 16' | Bourdon..... | 32 Pipes |
| 14 | 16' | Lieblich Gedackt..... | 32 Notes |

COUPLERS

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

MECHANICALS

25

Tremulant
Crescendo Indicator

ADJUSTABLE COMBINATIONS

(Operated by pistons placed under respective manuals)

Pistons No. 1-3-3

Affecting Great and Pedal Stops.

Pistons No. 1-2-3

Affecting Swell and Pedal Stops.

PEDAL MOUNTS

26

Great to Pedal Reversible

27

Balanced Swell Pedal

28

Grand Crescendo Pedal

Organ Bench with Music Shelf

Concave Pedal

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

Herman,
August 6 1930.
HOS:T

Transcript
Circuit Court

RECEIVED
(Continued from page 1)

Attorney General
Attorney General

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