

**This Agreement,** Made this 16th day of May 1966, by and between M. P. Möller, Inc., a corporation, of Hagerstown, Maryland, hereinafter called the "Manufacturer" and QUEENS COLLEGE, CHARLOTTE, NORTH CAROLINA hereinafter called the ~~College~~ College whose address is 1900 Selwyn Avenue

**Witnesseth:** That the parties hereto, each in consideration of the promises and agreements of the other party herein contained, do promise and agree as follows:

**Manufacturer agrees:**

1. To manufacture an organ after and according to the annexed specifications and to plans of the organ location space to be hereafter submitted by the Manufacturer and to erect said organ in the auditorium of the Fine Arts Building 15 months after date ready for use on or before the day of 1966, or as soon thereafter as possible in the event of delays beyond its control.

2. That the organ when completed shall be first class, free from defects in material or workmanship, and that the ~~Church~~ College may have it examined, immediately on completion, in the presence of a representative of the Manufacturer, by a competent and disinterested expert; if said examination shows that the organ does not conform with this Agreement, Manufacturer will, at its own expense, make it so conform.

3. To guarantee and does hereby guarantee the action and construction of the organ for a term of five (5) years from the date of completion, against defects in material and workmanship; and agrees at its own cost to correct any defects in either material or workmanship that may be brought to its attention within that time. This guarantee does not include tuning or ordinary care of the organ (or electric motor and rectifier which are guaranteed by the manufacturers thereof for one year), nor does it include any difficulties with or failures in the mechanism or operation of said organ which may be brought about by failure properly to protect, service and care for the same or by misuse or abuse thereof.

**The ~~Church~~ College agrees:**

4. To pay to Manufacturer the sum of \$ 65,852.00 as follows:  
First Payment: 90 % or \$ 59,266.80 - within ten days ~~most of~~  
~~ing of this Agreement~~  
Second Payment: 10 % or \$ 6,585.20 - ninety days ~~when the organ is ready~~  
~~for assembly at the factory, and the balance as follows~~ following the first payment.

5. To pay any and all federal, state, county and/or city excise, sales and/or use taxes applicable to the transaction evidenced hereby; said taxes to be paid according to law to such person or authority as may be proper, in addition to the above price.

6. That the building and organ location space will be in proper condition for installation of the organ weeks previous to the above mentioned date of completion, and further agrees if the building is not ready for the installation within six months after the above mentioned date of completion, to a possible increase in price up to and including 2% of the above mentioned price for each six months period thereafter. Any such increase, if applied, must be as a result of increases in cost and justified by the Manufacturer as the direct result of delay in installation.

7. That at and after the time of delivery it will provide all necessary light, heat, power, and uninterrupted opportunity to install said organ under such conditions as are necessary for proper tone regulation and tuning.

8. At its own cost to cause to be done, furnished, provided and/or installed: (a) Any necessary foundation and enclosures for the electric motor and blower, (b) all wind conductor between blower and organ, (c) all wiring connected therewith, (d) such lights as may be needed for the installation and future care of the organ, (e) any necessary cutting of floors, partitions or other parts of the building, (f) automatic remote control motor starter, electrical conduits or other special equipment when required, and (g) skids, block and tackle or other proper mechanical apparatus and all labor connected therewith, when organ chambers are so located that organ parts must be hoisted.

9. To carry out the provisions of Paragraph 8 hereof promptly and diligently so that installation of said organ is not delayed.

10. To assume and does hereby assume all risks of damage to or loss of said organ and its parts from and after such time as the same are placed in the building where the organ is to be installed (except such damage or loss as may directly result from the acts of the Manufacturer or persons making said installation of it); and at its own cost and expense immediately upon such delivery, to insure said organ and its parts against loss or damage by fire, water and other risks provided for in standard fire insurance policies containing extended coverage endorsement, in such manner and to such extent as will inure to the benefit of and fully protect the parties hereto, as their respective interests may appear.

**It is mutually agreed:**

11. That cabinet work (except as necessary to enclose the console), grilles, panel work, etc. are not included in this Agreement.

12. That in the event manufacturer of the organ is delayed beyond the anticipated date of delivery mentioned in the Agreement by reason of governmental regulations, and during such period of delay the Manufacturer's labor and/or material costs shall increase to such extent that it believes, in good faith, that it cannot manufacture said organ at the named price without loss, the parties hereto will negotiate in good faith for a reasonable increase in price; in the event of failure to agree upon such increase, either party hereto may cancel this Agreement by written notice to the other; and upon such cancellation the Manufacturer shall promptly return any payment or payments theretofore received by it under this Agreement.

13. That the organ, when completed and installed, will in every event be and be deemed to be, and be treated as personal property; that the title and ownership thereof shall be and remain in the Manufacturer until the purchase price and any and all promissory notes given in respect thereof (together with all applicable interest thereon) have been fully paid, after which said organ shall become the property of the ~~Organ~~ College; and until the completion of payment as aforesaid the organ shall be held by the ~~Organ~~ College and/or other owner or lessee of the premises in which the same is contained in trust for the use, benefit and security of the Manufacturer, free, clear and excluded from any lien, mortgage, pledge or other encumbrance of whatever nature, except such as shall be expressly subject and subordinate to the right, title and interest of the Manufacturer as herein expressed.

14. That this Agreement shall be binding after, but not before, acceptance by the Manufacturer at Hagerstown, Maryland, where said organ is to be constructed in its plant; and that all verbal agreements and understandings are merged in this agreement and the specifications attached hereto, which constitute the entire agreement.

**In Witness Whereof,** The ~~Church~~ College ..... has caused this Agreement to be executed by its duly authorized officers and its seal to be hereto affixed the day and year first above written, and Manufacturer has caused this Agreement to be accepted by its duly authorized officers and its seal to be hereto affixed the day and year hereinafter written.

WITNESS:

..... Queens College, Charlotte, North Carolina  
~~Church~~

G. S. Kilner  
.....  
Sec'y - Treas.

By Edwin R. Walker (SEAL)  
.....  
President

..... (SEAL)

..... (SEAL)

..... (SEAL)

Signer or signers of contract kindly  
indicate title.

MANUFACTURER'S SALES REPRESENTATIVE:

W.E. Pilcher, Jr.  
.....

This agreement is not binding until accepted by M. P. Möller, Inc., at Hagerstown, Maryland.

Accepted, Hagerstown, Maryland.

M. P. MÖLLER, INC.

..... 5-20-66 ..... 196... By W.R. Daniels, Pres. ....

NOTE—If terms other than "cash on completion" are desired they can be arranged for before agreement is signed. All deferred payments to be secured by notes signed by church trustees or other proper officers or persons and bear interest at 6% from date.

# M. P. MÖLLER Organ Factory

*Slifer*

Pipe Organ No. 10311 Date May 20, 1966  
 For QUEENS COLLEGE, CHARLOTTE, NORTH CAROLINA  
 Action Moller's Electro-Pneumatic Console Detached. Movable  
 Casing No. None Finish As Per Sample  
 Decorations None Motor Blower #2 3 H.P. Style 3-P-2032  
 Width of Key-bed Standard Stops and intra-manual couplers by draw  
 No. Manuals THREE Tracker Touch Stop Controls knobs. Inter-manual couplers  
 To be Completed August 15, 1967 Wind Pressure Gt. 3 1/2" & 7", Sw. 4", Ch. Pos. 3"  
 Blower Pipe furnished by Purchaser

PITCH: A-440

## SPECIFICATIONS

Two blowers. #1 5 H.P. Style 3-P-2328  
 #2 1 1/2 H.P. Style 3-P-2724

GENERAL: The college, at its expense, to make preparations in the building for the organ from plans by M. P. Moller, Inc. The organ is to be the distinctive work of the builder, not an assembled product.

## GREAT ORGAN Unenclosed

1.	16'	Gemshorn...CCC 44-1/3...TC 64-1/3...17-1/2...24 Zinc S.M....61 pipes
2.	8'	Principal.....46.....18-1/2.....12 Zinc S.M....61 pipes
3.	8'	Rohrflöte.....54.....21-1/2.....12 Zinc S.M....61 pipes
4.	4'	Octav.....57.....18-1/2.....S.M....61 pipes
5.	4'	Spitzflöte.....58-2/3...18-1/2.....S.M....61 pipes
6.	2'	Super Octav.....72.....19-1/2.....S.M....61 pipes
7.	III-V Rks.	Furniture.....Formula "A" 18-1/2...S.M....281 pipes
8.	8'	Harmonic Trumpet....4"...Har. 2' F <sup>#</sup> <i>not affected 7" W.P. by tremolo</i> .....61 pipes
9.		Blank Knob
10.		Tremulant

## SWELL ORGAN (Enclosed)

11.	8'	Bordun....Reg. Stopped Bass, Reg. Stopped Flute Treble
		Wood.....61 pipes
12.	8'	Viole de Gambe..52.....18-1/2.....12 Zinc S.M....61 pipes
13.	8'	Viole Celeste <del>54</del> ...54...18-1/2.....12 Zinc S.M....61 pipes
14.	4'	Spitzprinzipal..58-3/4...18-1/2.....S.M....61 pipes
15.	4'	<del>Flachflöte</del> .....56-2/3...19-1/2.....S.M....61 pipes
16.	2'	Flageolet.....70-1/2...20-1/2.....S.M....61 pipes
17.	<del>1 1/2'</del> II	<del>Sesquialtera</del> <del>Formula "B"</del> .....19-1/2...20-1/2.....S.M.... <del>61</del> pipes
18.	III	Scharf.....Formula "B".....18-1/2.....S.M.... <del>61</del> pipes
19.	16'	Bassoon..1-18..1/2 length CCC 3", FF <sup>#</sup> 2-11/16"
		Open Oboe.....61 pipes
20.	8'	Trompette.....3".....42-1/2.....61 pipes
21.	4'	Clarion.....2-1/16".....42-1/2.....61 pipes
22.		Tremulant

## CHOIR-POSITIV Unenclosed

23.	8'	Gedackt.....56.....21-1/2.....12 Zinc S.M....61 pipes
24.	8'	Flauto Dolce....54-1/2...18-1/2.....12 Zinc S.M....61 pipes
25.	8'	Flauto Dolce Celeste T.C...56-1/2...18-1/2.....S.M....49 pipes
26.	4'	Koppelflöte.....64.....20-1/2.....S.M....61 pipes
27.	2'	Blockflöte.....68-3/4...20-1/2.....S.M....61 pipes
28.	1-1/3'	Kleinquinte.....80-2/3...20-1/2.....S.M....61 pipes
29.	III Rks.	Cymbel.....Formula "C".....17-1/2.....S.M....183 pipes



CHOIR-POSITIV (continued)

30.	8'	Krumphorn.....1".....61 pipes
31.		Tremulant

PEDAL ORGAN

32.	16'	Principal Bass....CCC 32...17-1/2.....29 Zinc S.M....32 pipes
33.	16'	Subbass.....Large Pedal Bdn.....Wood....56... <del>32</del> pipes
34.	16'	Gemshorn.....from #1.....32 notes
35.	16'	Bordun <i>Reg. Men. Bdn.</i> 12 pipes, 20 from #11..... <i>4" W. P.</i> 32 notes
36.	8'	Octav.....45.....18-1/2.....12 Zinc S.M....44 pipes
37.	8'	Subbass.....from #33.....32 notes
38.	8'	Gemshorn.....from #1.....32 notes
39.	4'	Choral Bass.....from #36.....32 notes
40.	4'	Subbass.....from #33.....32 notes
41.	2'	Nachthorn.....66.....19-1/2.....S.M....32 pipes
42.	III Rks.	Mixtur.....Formula "D" 18-1/2.....S.M....96 pipes
43.	16'	Trombone....CCC 7" ..CC 4" ..Reg..... <i>4" W. P.</i> 56 pipes
44.	16'	Bassoon.....from #19.....32 notes
45.	8'	Trumpet.....from #43.....32 notes
46.	4'	Clarion.....from #43.....32 notes

COUPLERS

47.	Great to Pedal 8'
48.	Swell to Pedal 8'
49.	Swell to Pedal 4'
50.	Choir-Positiv to Pedal 8'
51.	Swell to Great 16'
52.	Swell to Great 8'
53.	Swell to Great 4'
54.	Choir-Positiv to Great 16'
55.	Choir-Positiv to Great 8'
56.	Choir-Positiv to Great 4'
57.	Swell to Choir-Positiv 16'
58.	Swell to Choir-Positiv 8'
59.	Swell to Choir-Positiv 4'
60.	Swell 16'
61.	Swell 4'
62.	Swell Unison Off
63.	Choir-Positiv 4'

ADJUSTABLE COMBINATIONS  
(Remote Control Mechanism - Capture System)

Pistons No. 1-2-3-4-5	Affecting Great Organ
Pistons No. 1-2-3-4-5-6	Affecting Swell Organ
Pistons No. 1-2-3-4	Affecting Choir-Positiv Organ
* Pistons No. 1-2-3-4-5-6	Affecting Pedal Organ
* Pistons No. 1-2-3-4-5-6-7-8	Affecting Full Organ

(\*) Duplicated by toe studs

Cancel Piston  
Setter Piston

PEDAL MOVEMENTS

Swell Expression Pedal with indicator light  
Crescendo Pedal with indicator light  
Sforzando Pedal (Reversible) with indicator light (duplicated by manual piston)  
Great to Pedal (Reversible) (duplicated by manual piston)  
Swell to Pedal (Reversible) (duplicated by manual piston)  
Choir-Positiv to Pedal (Reversible) (duplicated by manual piston)

ACCESSORIES

Organ bench with music shelf and back rest  
Concave and radiating pedal clavier, AGO pattern  
Music light  
Pedal light  
Plexiglas music rack (transparent)  
Tracker touch

Slow speed electric motor, action power unit and blowers in steel housing  
of ample capacity. (two blowers required)

JHH/mr  
12/16/66  
Salesman: Pilcher

GREAT ORGAN  
III-V Rks. Furniture Formula "A"

22	19	15	12	8	8	8
26	22	19	15	12	12	12
29	26	22	19	15	12	12
	29	26	22	19	15	15
		29	26	22	19	15
1-8	9-16	17-24	25-32	33-40	41-48	49-61

Unison 47 @ 8' CC 18-1/2 1/4 mouth S.M.  
 Quint 48 @ 8' CC 18-1/2 1/4 mouth S.M.

SWELL ORGAN  
IV Rks. Scharf Formula "B"

<del>22</del>	<del>19</del>	<del>15</del>	<del>12</del>	8
22	19	15	12	12
26	22	19	15	15
29	26	22	19	<del>15</del>
1-18	19-30	31-42	43-54	55-61

Unison 48 @ 8' CC 18-1/2 1/4 mouth S.M.  
 Quint 49 @ 8' CC 18-1/2 1/4 mouth S.M.

CHOIR-POSITIV ORGAN  
III Rks. Cymbel Formula "C"

29	26	22	19	15	12	8
33	29	26	22	19	15	12
36	33	29	26	22	19	15
1-12	13-24	25-36	37-42	43-48	49-54	55-61

Unison 48 @ 8' CC 17-1/2 1/4 mouth S.M.  
 Quint 50 @ 8' CC 17-1/2 1/4 mouth S.M.

PEDAL ORGAN  
III Rks. Mixture Formula "D"

4' 59 scale 18-1/2 1/4 mouth S.M. 32 pipes  
 2-2/3' 67 scale 18-1/2 2/9 mouth S.M. 32 pipes  
 2' 71 scale 18-1/2 1/4 mouth S.M. 32 pipes

*Swell Formula "E"*

*Swell II Sequialtera Formula "E"*

12	12
17	15
1-51	52-61

12th 68 sc. 20-1/2 2/9 mouth sm. o. s. Chimney (Lehrflöte) SM  
 15th 74 sc. 20-1/2 2/9 mouth S.M.  
 17th 75-1/2 sc. 20-1/2 1/5 mouth S.M.