

Memorandum of Agreement, Made this.....

day of..... A. D., 193...., by and between M. P. MOLLER, Inc., of Hagerstown, Maryland, party of the first part, and..The College of the City of New York ..New York, ..N..Y..... 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 Auditorium of City College Building..... .Lexington Avenue and 23rd Street..... ready for use on or before the..... day of..... A. D., 193...., 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...(\$6,745.00)..Six Thousand Seven Hundred and..... ..Forty-five Dollars.....

AS FOLLOWS:

FIRST PAYMENT: on the signing of this contract.

SECOND PAYMENT: when the organ has been built and installed, and the balance as follows:
..On Completion, ..(\$6,745.00) Six Thousand Seven Hundred and ..
..Forty-five Dollars.....

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

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(SEAL)
Party of the first part

.....(SEAL)

.....(SEAL)

.....(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.

M. P. MOLLER Organ Factory

#23

Pipe Organ No. _____ Date _____
 For COLLEGE OF THE CITY OF NEW YORK, NEW YORK, N.Y. *The Field Bldg, Mason Ka*
 Action Electric Console Detached-all electric
 Casing No. no case or front pipes Finish _____
 Decorations _____ Motor electric
 Width of Key-bed _____ Stop Controls knobs & tilting tablets
 No. Manuals 4 Wind Pressure 9 1/4 lbs. per sq. in.
 To be completed 1936 Blower pipe furnished by Johnson

SPECIFICATIONS

GREAT ORGAN 2

1	8'	Open Diapason	42	73 Pipes
2	8'	Doppel Flute	73	Notes
3	8'	Gemshorn	73	Pipes
4	4'	Octave	73	"
5		Chimes	21	Tubular Bells
2 extra knobs				

SWELL ORGAN 2

6	16'	Lieblich Gececkt (Ext. Gedeket)	73	Pipes
7	8'	Geigen Diapason	73	"
8	8'	Gedeket	73	"
9	8'	Viole d'Orchestre	73	"
10	8'	Viole Celeste	61	"
11	8'	Acoline	73	"
12	4'	Flute d'Amour	73	"
13	2-2/3'	Nazard	61	Notes
14	2'	Flautina	61	"
15	8'	Harmonic Tuba	73	Pipes
16	8'	Orchestral Oboe	73	"
17	8'	Vox Humana	61	"
18		Tremolo		
2 extra knobs				

CHOIR ORGAN 5

19	8'	Concert Flute	73	Pipes
20	8'	Dulciana	73	"
21	8'	Unda Maria	61	"
22	4'	Harmonic Flute	73	"
23	8'	Clarinet	73	"
24		Tremolo		
25	4'	Harp	37	Bars
2 extra blanks				

ECHO ORGAN 4

26	8'	Quintadena	73	Pipes
27	8'	Viole Astheria	73	"
28	4'	Flute	73	"
29	8'	Vox Human a	73	"
30		Tremolo		
2 extra knobs				

PEDAL ORGAN 2

31	16'	Open Diapason	32	Pipes
32	16'	Bourdon	32	"
33	16'	Lieblich Gedeket	32	Notes
34	8'	Octave	32	Pipes
35	8'	Flute	32	"
36	8'	Gedeket	32	Notes
37	16'	Trombone	32	Pipes
38	8'	Tuba	32	Notes

20970
10549 (1908)
moved

COUPLERS

39	Great 16'
40	Great 8' (Unison)
41	Great 4'
42	Swell to Great 16'
43	Swell to Great 8'
44	Swell to Great 4'
45	Choir to Great 16'
46	Choir to Great 8'
47	Choir to Great 4'
48	Echo to Great 8'
49	Echo to Great 4'
50	Great to Pedal 8'
51	Great to Pedal 4'
52	Choir to Pedal 8'
53	Swell 16'
54	Swell 8' (Unison)
55	Swell 4'
56	Choir 16'
57	Choir 8'
58	Choir 4'
59	Swell to Choir 16'
60	Swell to Choir 8'
61	Swell to Choir 4'
62	Echo 16'
63	Echo 4'
64	Swell to Pedal 8'
65	Swell to Pedal 4'
66	Echo to Pedal 8'

ADJUSTABLE COMBINATIONS

Four Pistons to control Great stops, ON & OFF Pistons for Pedal
Eight Pistons to control Swell stops, ON & OFF Pistons for Pedal
Four Pistons to control Choir stops, ON & OFF Pistons for Pedal
Six Pistons to control Pedal Stops
Six Pistons to Control entire organ

ACCESSORIES

- 1 Balanced Swell Expression Pedal
 - 2 Balanced Choir Expression Pedal
 - 3 Balanced Echo Expression Pedal
 - 4 Balanced Crescendo Pedal
 - 5 Sforzando Pedal and Piston
 - 6 Great to Pedal Reversible
 - 7 General Cancel Piston
 - 8 Motor blower and generator of ample capacity for main organ, Orgoblo
 - 9 Motor blower of ample capacity for Echo organ, Orgoblo
- Present Wette player to be installed for use as in present organ

M. P. Moller, Inc. reserves the right to use parts and pipes from the Moller organ located at 19 E. 70th St. N.Y.C., at their discretion, sending same to factory to be reconditioned and revoiced.

David H. Morris Res.
Dave

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THE COLLEGE OF THE CITY OF NEW YORK
OFFICE OF THE PRESIDENT

St. Nicholas Terrance and One Hundred Thirty-Ninth Street

October 29, 1936

M. P. Moller, Inc.
Hagerstown, Maryland

Attention of Mr. Albert E. Whitham
at the Waldorf-Astoria, New York

Gentlemen:-

This is to confirm my conversation today with Mr. Whitham.

op. 1054
The Administrative Committee of the board of trustees of The College of the City of New York requested me to ask your company to proceed with the work of removing the organ from Mr. Morris' house and with its installation at the City College. However, they are not prepared at this time to sign the formal contract because they wish to defray expenses out of a particular fund which calls for certain action by the Board of Aldermen of the City. However, they and the Secretary of the Board of Higher Education assure us that even if this particular fund be not used, they will compensate you in accordance with your offer out of other funds, and that the work of removing the organ, adapting it to our needs and installing it at 23d Street need not be held up by piece of routine procedure which they are trying to carry out.

Very sincerely yours,

Frederick B. Robinson

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November 4, 1936

Mr. dear Mr. Morris:-

Thank you for your note dated November 2d. I am informing Mr. Whitham that you authorize him to begin dismantling the organ today or any time later, but request that before he actually starts he call up Mrs. Morris at Butterfield 8-4778 to make final arrangements.

I shall indeed keep you informed should any special point arise, but so far as we can see, everything should go smoothly.

Faithfully yours,

(Sgd.) Frederick B. Robinson

Mr. Dave H. Morris, Jr.,
48 Wall Street
New York

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THE COLLEGE OF THE CITY OF NEW YORK

OFFICE OF THE PRESIDENT

St. Nicholas Terrace and One Hundred Thirty-ninth Street

November 13, 1936

Mr. Albert E. Whitham
M. P. Moller Inc.,
Hotel Waldorf-Astoria
New York

My dear Mr. Whitham:-

I am glad that you got started on Mr. Morris' organ. We are, as I understand it, to receive also the player records and an ornamental bench. Please let me know if you have taken those. If you have not, I will arrange with Mr. Morris to have someone get them and deliver them to the College. I assume that the new console will be adapted to the player rolls just as was the old console.

We have made application to the proper city authorities to approve the expenditure of the certain funds to meet the cost of adapting the organ to our Twenty-third Street building. I cannot tell just how soon action will be had in the matter, but the members of the Board of Higher Education have assured me that if this expenditure is not approved, they will meet the obligation out of other funds over which they have unlimited control. They have also told me to assure you that you can proceed as though you had a contract but that they naturally prefer to execute the contract after action by the city authorities.

Very sincerely yours,

Frederick B. Robinson