

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT DEPARTMENT OF  
THE TRIAL COURT

NICHOLAS A. BASBANES,

Plaintiff,

v.

MICHAEL A. SULLIVAN, Clerk of  
Middlesex County Superior Court;  
MICHAEL DAVIS; INSTITUTE OF  
TRADITIONAL SCIENCE, INC.,

Defendants.

CIVIL ACTION NO. \_\_\_\_\_

**RECEIVED**

5/16/2022 HG

**VERIFIED COMPLAINT**

Nicholas A. Basbanes, by his undersigned attorneys, alleges as follows:

1. One of the most important rare book auctions in history took place at Sotheby's in 1989. Including original editions of some of the most important books in the Western canon, it reaped the staggering sum of over \$16,000,000 and set a record for the highest average value per lot at a book auction. The sudden sale shocked the world of book collectors, booksellers, and bibliophiles, as the compiler of the collection, the late Haven O'More, had given every indication that he intended to continue collecting one-of-a-kind rare books.

2. O'More himself was a mysterious figure, and little is known about how he amassed the collection. However, it is clear that O'More funded the collection through a wealthy business partner, Michael Davis. It is also clear that a dispute between Davis and O'More resulted in a 1988 lawsuit in this Court, and that the lawsuit precipitated the auction. The nature

of the dispute, and thus the reasons for the magnificent auction, are memorialized in this Court's files. But these files have been impounded since 1989.

3. Plaintiff Nicholas A. Basbanes is an investigative journalist, author, and recognized authority on rare books and the world of bibliophiles. He attended the widely-discussed Sotheby's auction in 1989, has written and spoken extensively about it over the intervening years, and dedicated an entire chapter to it in his award-winning 1995 book, *A Gentle Madness: Bibliophiles, Bibliomanes, and The Eternal Passion for Books*. Basbanes is currently preparing an update of the book for a thirtieth-anniversary edition, planned for release in 2025.

4. Through this action, Basbanes seeks termination of the order of impoundment (the "Impoundment Order") entered in *Davis et al v. O'More et al*, No. 88-635 (Middlesex Super. Ct.) (the "1988 Case") on December 7, 1989, under Rule 10 of the Massachusetts Uniform Rules on Impoundment Procedure, the common law of Massachusetts, and the public's qualified right of access to judicial records under the First Amendment of the U.S. Constitution. A true and correct copy of the Impoundment Order is attached as Exhibit A.

#### **PARTIES AND VENUE**

5. Plaintiff Nicholas A. Basbanes is a resident of Worcester County, Massachusetts, who has devoted much of his life to researching rare books, book collectors, and cultural history. His journalistic career began in 1971 as a general assignment reporter for *The Evening Gazette* in Worcester, where in 1974, the New England Newspaper and Press Association awarded him a First Prize for Investigative Reporting in the category of large circulation newspapers. In 1978, Basbanes was named the Worcester *Sunday Telegram's* books editor and literary columnist, a position he held until 1991. Since then, Basbanes has worked as a freelance writer, author, and lecturer. His freelance work has appeared in the *New York Times*, *Wall Street Journal*, *Los*

*Angeles Times*, *Washington Post*, *Philadelphia Inquirer*, *Boston Globe*, *Smithsonian*, *Humanities*, *Civilization*, and *Fine Books & Collections*, where he is the principal columnist. He is the author of ten published books of cultural history, including *A Gentle Madness* and *On Paper: The Everything of Its Two Thousand Year History* (Alfred A. Knopf, 2013), which was one of three recipients of the Carnegie Medal for Excellence in Nonfiction (given annually by the American Library Association). He is a two-time recipient of research grants from the National Endowment for the Humanities, which in 2016 designated him one of its first Public Scholars in support of *Cross of Snow: A Life of Henry Wadsworth Longfellow* (Alfred A. Knopf 2020). This most recently published book shared top honors for the Massachusetts Book Award in Nonfiction, a prize given annually by the Massachusetts Center for the Book, an affiliate of the Library of Congress.

6. Defendant Michael A. Sullivan is the Clerk of the Middlesex County Superior Court and is sued in his official capacity.

7. Defendant Michael Davis was the plaintiff in the 1988 Case. On information and belief, Davis currently resides in Marin County, California.

8. Defendant Institute of Traditional Science, Inc., (the “Institute”) is a nonprofit corporation organized in Massachusetts by the late Haven O’More, his first wife Lorea O’More, and Davis. It was founded in 1974 with its principal place of business in Cambridge, Massachusetts. The Institute was a defendant in the 1988 Case and, on information and belief, many of the books sold at the 1989 auction had been initially purchased by O’More through the Institute.

9. Venue is proper in this Court because this Court issued the Impoundment Order.

## FACTUAL ALLEGATIONS

### **Origins of the 1988 Case: O'More's Mysterious Emergence on the Rare Book Scene**

10. The origins of the 1988 Case date back to the 1970s, when Haven O'More began buying rare and valuable books. He made his first major purchase in 1976, when he bought a presentation copy of Nicolaus Copernicus's *De Revolutionibus Orbium Coelestium* printed in 1543 for \$150,000.

11. O'More garnered international attention a few years later, in 1979, when he bought at a major Christie's sale a number of books from the renowned collection of Arthur Houghton, a former president of the Steuben Glass Works, the Metropolitan Museum of Art, and New York Philharmonic, and principal benefactor of the Houghton Library of rare books and manuscripts at Harvard University.

12. Throughout the 1970s and 1980s, O'More built relationships with booksellers in New York City, San Francisco, London, Paris, and Oxford, and spent lavishly on rare and important books at auctions and with individual booksellers. The collection he ultimately built contained first editions, manuscripts, and journals of some of the most celebrated authors of the Western canon (the "Garden Collection"). A non-exhaustive list of its holdings included the first recorded printings of Cicero, the works of Copernicus, Ptolemy, Erasmus, Milton, Cervantes, and Montaigne, the *editio princeps* of Plato and Dante, a presentation copy of Jefferson's *Notes on the State of Virginia*, a vellum notebook of the poet W.B. Yeats, a manuscript by James Joyce, a diary of John Locke, and a sixteenth-century edition of Martin Luther's "September Testament" bound in contemporary German pigskin. It also included copies of the first four published editions of the works of William Shakespeare, known collectively as the First Four

Folios of Shakespeare (1623, 1632, 1664 and 1685), which by themselves sold for \$2,100,000—almost double the pre-sale estimate.

13. By the late 1980s, O'More had become a noteworthy figure in the rare book world. Claiming to be the greatest book collector alive, O'More also boasted that he had served an impressive career in the U.S. military in both World War II and the Korean War, received an extensive education in the classics, earned multiple advanced degrees, and written a number of seminal manuscripts on diverse subjects. He made many of these claims unequivocally in the biographical statement he furnished for the Sotheby's catalogue. A true and correct copy of the biographical statements contained in The Garden Ltd. auction catalogue is attached as Exhibit B.

14. Upon investigation by Basbanes, many of O'More's claims proved to be problematic at best, transparent fabrications at worst. O'More did write a thin collection of poems titled *Sacrificial Bone Inscriptions*, which he self-published under his own imprint. (The name of the imprint, SADEV, is an anagram referring to ancient Indian scriptures known as the "Vedas.") Army records obtained through a Freedom of Information Act request show that the name O'More used during a short enlistment in the 1940s was Haven Moore, and that his unceremonious release from active duty—apparently for being underage—was at dramatic variance from the distinguished career that he claimed to have served. There is no evidence that he received the education he claimed in the classics or that he was ever awarded an advanced degree, though he continued to identify himself as "Dr. O'More."

15. Even the names "Haven O'More" and "Haven Moore" were manufactured. On information and belief, his birth name was Richard H. Moore. He legally changed it in 1974 to Haven O'More, an anagram for "Have No More," a few months before establishing the Institute of Traditional Science under that name. Exactly who he was remains a matter of intense public

interest especially because the claims O'More made about himself, as promulgated to the general public in the Sotheby's catalogue, may have contributed to the high prices that the sale of the Garden Collection recorded when finally sold at auction.

16. Equally shrouded in mystery was how O'More got the substantial sums he used to purchase the rare books. O'More presented himself to contemporaries in the rare book world as a self-made man who had worked as an engineer in the aerospace industry, a scholar of deep classical learning, a world authority on yoga and Far Eastern philosophy, and proficient in numerous languages. He claimed that his purchases were financed by his own wealth and flair for entrepreneurship. Research into O'More's background following the extraordinary auction of the Garden Collection revealed all of these assertions to be largely untrue.

#### **O'More Persuades Michael Davis to Fund his Book Buying Endeavors**

17. Davis was the wealthy son of Leonard and Sophie Davis, co-founders of the Colonial Penn Group of insurance companies and well-known philanthropists. In 1974, Davis was a young Harvard student who lived in Cambridge next door to the home on Concord Street owned by O'More, who was several decades his senior. His acquaintances said that, sometime in the early 1970s, Davis "dropped out of sight," left school, his whereabouts and activities suddenly unknown. Rumors circulated he had come under the influence of a "guru," and was attempting to "change his life" through meditation and fasting.

18. In 1974, O'More founded the Institute of Traditional Science, Inc. (the "Institute") as a non-profit, 501(c)(3) tax exempt organization. O'More served as the organization's president, his first wife Lorea O'More was its treasurer, and Davis was its clerk. The Institute's Articles of Organization explain that the entity was established to "ground itself and all its activities into that higher Knowledge which can most scientifically be called Triple

Knowledge.” Its stated mission was to “explore the knowledge and learning of ancient civilizations” and to transmit the “learning and energy stored in these ancient works” to present and future generations. A true and correct copy of the Institute’s Articles of Organization is attached as Exhibit C.

19. By 1983, O’More, through the Institute, had accumulated \$6,000,000 worth of rare books. On information and belief, most—if not all—of these were purchased with money provided by Davis, although O’More did not mention the source of his funding to colleagues.

20. On December 9, 1983, O’More and Davis established a second book-acquiring entity: a limited partnership registered in Dutchess County, New York, called The Garden Ltd. Its stated purpose was “to write and develop manuscripts, to rewrite, edit and publish manuscripts, and to hold and collect rare books and manuscripts.” O’More was the partnership’s sole general partner; Davis was its sole limited partner. A true and correct copy of The Garden Ltd.’s Certificate of Limited Partnership is attached as Exhibit D.

21. The Garden Ltd.’s Certificate of Limited Partnership was signed only by O’More, for both himself and as Davis’s attorney-in-fact. In Article XIV of their Limited Partnership Agreement, Davis had granted O’More “irrevocable” power of attorney with respect to “make, execute, sign, acknowledge, deliver, and file on behalf or in respect to of the Partnership” several types of filings, including amendments to the partnership agreement. A true and correct copy of a certified record purporting to be a copy of Article XIV of the Limited Partnership Agreement is attached at Exhibit E.

22. Davis provided a substantial amount of funding to The Garden Ltd. His initial capital contribution was \$13,000,000, which included the \$6,000,000 that he provided to

purchase the rare books accumulated by the Institute. The partnership went on to build a collection that became known as The Garden Collection.

23. In 1984, Davis's contribution to The Garden, Ltd. was increased to over \$17,000,000. The 1984 Amendments to the Certificate of Limited Partnership of The Garden Ltd. stipulate that Davis was able to withdraw \$100,000 annually for his own personal use. This change was signed into effect by O'More only, for both himself and for Davis, through the power of attorney. A true and correct copy of the 1984 Amendments is attached as Exhibit F.

24. O'More and Davis not only purchased rare books aggressively after 1974, they also began purchasing real estate around Arsenal Square, a historical district in Cambridge, Massachusetts near O'More's home at 27 Garden Street. Parcels were acquired through the Institute and through another entity, the Dolphin Realty Trust. This land-accumulation was apparently part of an effort to assemble a site on which to create a headquarters for the Institute and to house the rare book library. A true and correct copy of the Declaration of Trust of the Dolphin Realty Trust is attached as Exhibit G.

25. O'More's involvement in the purchase and development of these properties led to significant neighborhood agitation as rumors swirled about the enigmatic book collector. O'More's attempts to demolish several historically-significant houses caused enormous friction with his neighbors. Community members who opposed O'More's project involved the Cambridge City Council and Planning Board, which imposed moratoriums that put any development of the Arsenal Square properties on indefinite hold. A true and correct copy of a 1978 letter from the Cambridge Community Development Department discussing this issue is attached as Exhibit H.

### **The O'More-Davis Partnerships Come to an Abrupt End in Litigation**



26. The O'More-Davis partnerships came to an end after Davis sued O'More in this Court in the 1988 Case. Davis's action also named Lorea O'More, the Institute of Traditional Science, and The Garden Ltd. as defendants.

27. The 1988 Case was filed on January 29, 1988 and ended on July 5, 1989, when this Court granted the parties' joint motion for a judgment of dismissal. A true and correct copy of the docket sheet in *Davis v. O'More* is attached as Exhibit I. Basbanes obtained this copy of the docket sheet from the Court before the files were impounded.

28. Once the litigation had been resolved, and as word of a forthcoming sale at Sotheby's in New York became widely known, the book-collecting community learned for the first time that O'More was not in fact the sole owner of the Garden Collection or even its principal financial backer. The Sotheby's sale catalogue listed Davis as the "sole limited partner of The Garden Ltd.," who "provided the funding for the Garden's collection of rare books and manuscripts." *See* Exhibit B.

29. While few details about the 1988 Case or the circumstances leading to the 1989 auction of the Garden Collection are publicly known, the action was ostensibly taken for the purpose of dissolving a limited partnership and to force the sale of rare books that had been paid for entirely by Davis. After eighteen months of what the docket sheet suggests was intense litigation, the partnership ultimately was dissolved, all parties signed a non-disclosure agreement, and the books were consigned for sale.

30. The docket sheet also records that an affidavit was filed on the first day of the proceedings from Dr. Thomas Gordon Gutheil, an authority on "forensic psychiatry" whose numerous professional credits include direction of the Program of Law & Psychiatry at Harvard University Medical School. He has published numerous articles on topics related to undue

influence and assessing competency, including T.G. Gutheil and P.S. Appelbaum, “*Mind Control*,” “*Synthetic Sanity*,” “*Artificial Competence*,” and *Genuine Confusion: Legally Relevant Effects of Antipsychotic Medication* 12 Hofstra Law Rev. 77 (1983); T.G. Gutheil, H. Bursztajn & A. Brodsky, *The Multidimensional Assessment of Dangerousness: Competence Assessment in Patient Care and Liability Prevention*, 14 Bull. Am. Acad. Psychiatry Law 123 (1986); and T.G. Gutheil & H. Bursztajn, *Clinicians’ Guidelines for Assessing and Presenting Subtle Forms of Patient Incompetence in Legal Settings*. 143 Am J Psychiatry 1020 (1986).

31. Although the details of the case remain impounded, the litigation was apparently instrumental in an effort by Davis to recoup his investments with O’More through the sale of the Garden Collection. The final page of the docket sheet (Dkt. No. 83) contains a stipulation docketed on April 7, 1989 concerning “the possible sale by Sotheby’s of the rare books and manuscripts.”

32. The Garden Ltd. was sold over two days in 1989 in an auction conducted by Sotheby’s in New York City. The sale price was \$16,200,000 (approximately \$37,000,000 in today’s money) for 309 lots, an average of \$52,815 per lot, a record at the time for a book sale at auction. It remains to this day a major event in the annals of book collecting.

### **Basbanes’s Efforts to Access the 1988 Case File**

33. In the 1980s, as Basbanes began to delve into the world of rare book-collecting and bibliophilia, he researched the stories behind its most important players. His findings were eventually collected in *A Gentle Madness: Bibliophiles, Bibliomanes, and the Eternal Passion for Books*, first published in 1995. The sixth chapter of *A Gentle Madness* recounts the story of Haven O’More, the Institute, his partnerships with Davis, and the ultimate sale at Sotheby’s of

the magnificent rare book collection held by The Garden Ltd. A true and correct copy of the sixth chapter of *A Gentle Madness* is attached as Exhibit J.

34. As part of his research for *A Gentle Madness*, Basbanes attended The Garden Ltd. auction in November 1989. After hearing rumors of a possible lawsuit among those at the sale, Basbanes learned that a case had been filed in this Court, which he visited about five months after this Court had granted the parties' joint motion for a judgment of dismissal in the 1988 Case.

35. On his first visit to the courthouse, Basbanes was given access to the docket sheet, but told the case file was not available for him to examine. Basbanes was advised to return in two weeks, by which time the file might be available. When he returned, Basbanes was told only that Judge Katherine Liacos Izzo had the matter "under advisement."

36. On December 14, 1989, Basbanes made a formal request to the chief administrative justice of the trial court of the Commonwealth to intervene and order access to the records of the 1988 Case. In January 1990, he was informed by letter that the entire case file, including the original docket sheet, had been impounded. A true and correct copy of this 1990 letter is attached as Exhibit K.

37. In February 2022, Basbanes's counsel requested the Court to confirm the continued existence of the 1988 Case's file and to preserve it for purposes of this litigation. Basbanes's counsel also requested a copy of the Impoundment Order. A true and correct copy of this request is attached as Exhibit L.

38. The Court subsequently confirmed the existence of the files, promised to preserve them, and on March 7, 2022 transmitted the Impoundment Order, which was dated December 7, 1989. A true and correct copy of this confirmation is attached as Exhibit M.

39. The Impoundment Order states that it was entered for two reasons: first, to prevent psychological harm to Davis and, second, to protect the value of the book collection prior to the Sotheby's sale.

40. The full story of the O'More-Davis partnership has never been revealed, in part due to the impounding of the 1988 Case records.

### **Continued Public Interest in *A Gentle Madness* and Haven O'More**

41. Haven O'More was a figure of public intrigue in 1988 and remains an object of historical interest to this day.

42. When Basbanes published *A Gentle Madness* in 1995, the book quickly attracted—and has retained—worldwide interest. The book was a finalist for a 1995 National Book Critics Circle Award in nonfiction, was named a notable book of the year by the *New York Times*, and its first printing sold out within a week of publication. The book is still in print after more than 20 printings in hardcover and paperback, is a part of the permanent collections of 1,617 libraries worldwide, and has been translated into several languages, including German, Chinese, and Korean. The critical and popular success of the book speaks to the widespread interest in book-collecting generally and the Garden Collection specifically.

43. In 2015, the Cushing Memorial Library of rare books and manuscripts at Texas A&M University acquired Basbanes's archival records and professional library. In 2020, the Texas A&M University hosted an exhibition entitled "The Eternal Passion: Nicholas A. Basbanes and the Making of *A Gentle Madness*." In addition, the book is taught in numerous college classes and included on dozens of required reading lists for courses on the history of the book. For example, it has been assigned on the syllabus for "The Social History of Collecting" at Princeton University and "Rare Book Libraries and Librarianship" at Indiana University.

44. Basbanes is frequently invited to give lectures on his work and on issues regarding books and book culture. He has been interviewed frequently on C-SPAN, starting in 1996, where he was interviewed on *Booknotes*, by host Brian Lamb about Haven O'More and the Garden sale. Wherever he lectures, the Garden Collection remains a focus of questioning from those in attendance. As recently as March 17, 2022, Basbanes gave a lecture at the Grabhorn Institute in San Francisco entitled "On the Highway of Letters: Forty Years Among the Gently Mad." He is scheduled to appear June 14, 2022, at the annual meeting of the Ticknor Society in Boston. At the Grabhorn Institute, as has happened so many times before, the audience asked questions about Haven O'More and the Garden Collection. The answers remain sealed within this Court's files.

45. Basbanes plans to release a thirtieth-anniversary edition of *A Gentle Madness* in 2025. He intends to update the book with the new information he has learned about the major players in the book-collecting world. Haven O'More and the Garden Collection would be central to the new edition.

#### **Status of the Parties to the 1988 Case**

46. According to the Impoundment Order, Davis brought the 1988 Case for himself individually and in various corporate capacities: as Trustee of the Dolphin Realty Trust, as Director of the Institute of Traditional Science, and as sole limited partner of The Garden Ltd.

47. Also according to the Impoundment Order, Davis named as defendants to the 1988 case Haven O'More individually, as Trustee of the Dolphin Realty Trust, as President of the Institute of Traditional Science, and as general partner of The Garden Ltd.; Lorea O'More individually, as Trustee of the Dolphin Realty Trust, as Officer of the Institute of Traditional

Science, and as substitute general partner of The Garden Ltd.; the Institute of Traditional Science; and The Garden Ltd.

48. On information and belief, of the parties to the 1988 Case, only Davis and the Institute of Traditional Science are extant. Haven O'More and Lorea O'More are deceased, and the other corporate entities they represented no longer exist. On information and belief, the Dolphin Realty Trust has been terminated, and, on information and belief, The Garden Ltd. has been dissolved by operation of law.

49. Davis is no longer an officer of the Institute of Traditional Science.

### **CLAIM ONE**

#### **TERMINATION OF THE IMPOUNDMENT ORDER UNDER THE UNIFORM RULES OF IMPOUNDMENT PROCEDURE AND MASSACHUSETTS COMMON LAW**

50. Plaintiff realleges and repeats the allegations contained above in this Verified Complaint herein by reference.

51. The public interest in accessing the records of the 1988 Case is substantial. The case concerned the ownership of materials of great literary, cultural, and historical importance, and of considerable monetary value. O'More was a significant figure on the book-collecting scene in 1988 and his efforts to construct a rare book library in Cambridge were a matter of intense community debate.

52. O'More established under the law of Massachusetts and New York two organizations, including a non-profit corporation registered and headquartered in Massachusetts, that he used to collect these books. The public has a strong interest in knowing the extent to which its charitable organizations contributed to misconduct.

53. The privacy interests in this case are much diminished. The passage of time has lessened the embarrassment that might result from disclosure, and mere embarrassment is not in itself sufficient to overcome the public interest.

54. The interest in protecting the value of the 1989 auction of the Garden Collection extinguished after the auction took place.

55. Any private interests in favor of continued impoundment outweigh neither the public interest in disclosure nor, accordingly, Plaintiff's common law right of access.

56. No good cause exists under the Uniform Rules on Impoundment Procedure to justify the continued impoundment of the 1988 Case files.

## **CLAIM TWO**

### **TERMINATION OF THE IMPOUNDMENT ORDER UNDER THE FIRST AMENDMENT RIGHT OF PUBLIC ACCESS**

57. Plaintiff realleges and repeats the allegations contained above in this Verified Complaint herein by reference.

58. Plaintiff has a qualified First Amendment right to copy and inspect the judicial records of the 1988 Case that is being improperly abridged by the Impoundment Order.

59. The Impoundment Order violates the First Amendment because public access to the judicial records of the 1988 Case would not create a substantial probability of harm to any overriding interest, and sealing the entire record is neither a narrowly tailored nor an effective way to protect against any such harm.

60. Plaintiff's First Amendment right can only be restored by the termination of the Impoundment Order.

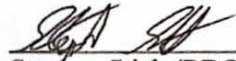
### REQUESTS FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Order the termination of the Impoundment Order in its entirety.
2. Order the Clerk to make available for copying and inspection all records related to the 1988 Case.
3. Grant Plaintiff such other and further relief as the Court deems appropriate.

Dated: May 11, 2022

Respectfully Submitted,



Stephen Stich (BBO 698332)  
Media Freedom & Information Access Clinic  
Abrams Institute  
Yale Law School<sup>1</sup>  
P.O. Box 208215  
New Haven, CT 06520  
Tel: (520) 488-0486  
Email: [stephen.stich@yale.edu](mailto:stephen.stich@yale.edu)  
*Counsel for Nicholas A. Basbanes*

### VERIFICATION

I, Nicholas A. Basbanes, have personal knowledge of all of the facts stated above and hereby swear under the pains and penalties of perjury that all of those facts are true and accurate.

Dated: May 12 2022

Signed: Nicholas A. Basbanes

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<sup>1</sup> This verified complaint does not purport to represent the institutional views of Yale Law School, if any.



# **EXHIBIT A**

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT  
CIVIL ACTION NO. 88-635

MICHAEL DAVIS, Individually, as  
Trustee of the DOLPHIN REALTY  
TRUST, as Director of the INSTITUTE  
OF TRADITIONAL SCIENCE, and  
as the sole limited partner of  
THE GARDEN LTD.,

Plaintiff

v.

HAVEN O'MORE, Individually, as  
Trustee of the DOLPHIN REALTY TRUST,  
President of the INSTITUTE OF  
TRADITIONAL SCIENCE and  
General Partner of THE GARDEN LTD.;  
LOREA O'MORE, Individually, as  
Trustee of the DOLPHIN REALTY  
TRUST, an Officer of the INSTITUTE  
OF TRADITIONAL SCIENCE, and  
Substitute General Partner of THE  
GARDEN, LTD.; INSTITUTE OF  
TRADITIONAL SCIENCE; and THE  
GARDEN LTD.,

Defendants.

87

FINDINGS AND ORDER OF IMPOUNDMENT

Pursuant to the Uniform Rules of Impoundment Procedure and upon consideration of plaintiff's Motion for Order of Impoundment and supporting papers, this Court makes the following findings and order:

1. There is good cause for the impoundment of all papers, documents, and exhibits in this matter. On balance, the

1989  
Dec. 12  
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TUNE  
Dec. 7, 1989

plaintiff's privacy interests outweigh the general principle of publicity.

2. Specifically, the plaintiff has a substantial privacy interest here. The allegations and claims underlying this lawsuit are of a personal and sensitive nature. If these allegations and claims become generally known to the public, the plaintiff could suffer profound psychological harm.

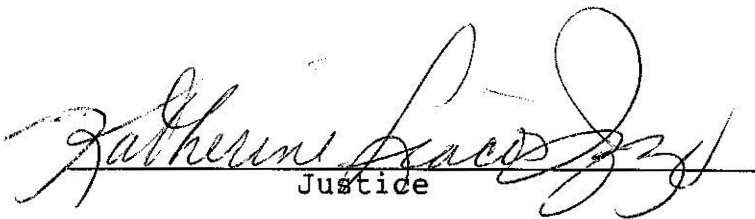
3. In this civil case, the general principle of publicity does not outweigh plaintiff's considerable privacy interest. None of the parties is a public figure and this case does not materially involve any public figures or institutions.

4. An impoundment order is proper under the circumstances presented here. The value of property to be sold may be reduced by publicity attending its sale. In addition, there is a substantial likelihood that the allegations and claims asserted by the plaintiff in the Verified Complaint will become publicly known. The plaintiff is likely to suffer immediate profound and irreparable psychological injury if such publicity were to result.

Therefore, after hearing, it is hereby

ORDERED, that all papers, document, and exhibits, including the Verified Complaint, be impounded until further order of the Court. This Order imposes no restraint upon the parties to this action.

Dated: December 7, 1989

  
Justice

# **EXHIBIT B**

**SOTHEBY'S**  
FOUNDED 1744

THE COLLECTION  
—  
OF  
—  
THE GARDEN LTD.  
—

MAGNIFICENT BOOKS  
—  
AND  
—  
MANUSCRIPTS  
—

NEW YORK  
NOVEMBER 9 AND 10, 1989

7/12/22  
5th The A  
of the Book

# The Collection of The Garden Ltd. Magnificent Books and Manuscripts

Conceived and Formed by Haven O'More  
Funded by Michael Davis

## Auction

Thursday, November 9, 1989 at 7 pm  
Friday, November 10, 1989 at 10:15 am

## Exhibition

Saturday, November 4 10 am to 5 pm  
Sunday, November 5 1 pm to 5 pm  
Monday, November 6 10 am to 5 pm  
Tuesday, November 7 10 am to 5 pm  
Wednesday, November 8 10 am to 5 pm  
Thursday, November 9 10 am to 5 pm

In sending absentee bids this catalogue  
may be referred to as 5927 "SHOLDERS"

Endpaper: Design for the morocco bookplate  
mounted in The Garden Ltd. books

**SOTHEBY'S**  
FOUNDED 1744

1334 York Avenue (at 72nd Street)  
New York, NY 10021  
Telephone: (212) 606-7000

Catalogues \$60 at the gallery,  
\$70 by mail, \$80 overseas

List of post-sale price results  
will be sent to all catalogue purchasers  
4 to 6 weeks after sale



*The following biographical statement  
was furnished by Mr. Haven O'More.*

Haven O'More was inspired from almost the very beginning of his life by learning history, the Bible, and that he is a direct descendant of three of the most illustrious men of all time. Early readings, even before starting to school, of Shakespeare, Milton, and the Bible, especially the New Testament in Greek with his father and mother, trained O'More to think and to feel in terms of high endeavor and noble service. His great aunt on his father's side was the family genealogist. She taught O'More as a child that he descends through his father from Haven O'More the 4th century Celt king, poet-scholar, and warrior. Later he learned from her he also descends through his father from the saint and martyr, Sir Thomas More. Through his mother, he learned, he descends from General Thomas Jonathan ("Stonewall") Jackson. For a larger part of his life O'More has studied and practiced Yoga: the Science of the cessation of "normal" mental activity or what Yoga calls War; and with Yoga, transformation to mind seeing directly into mind or what is called Peace. In pursuit of knowledge O'More has lived, worked, and traveled in many parts of the United States, Europe, the Middle and Far East, and Mexico. Twice O'More served in the U.S. Army: first, in Europe, and then later, in Asia. He has worked at conceptual levels in pure mathematics, the general sciences, and linguistic structures with special attention to Celt, Middle Eastern (Egyptian and Islamic) and Far Eastern (Vedic, Taoist, and Buddhist) philosophical foundations. He applied himself equally to comprehensive studies in Western theological and philosophical points of view. O'More has worked at several levels of engineering including advanced computer design and logic and general systems analysis for aerospace and the Department of Defense. He is the founder of the Institute of Traditional Science, a non-profit foundation specializing in pure knowledge and its transmission; and he directs its activities in research, education, and publishing. He is also the founder of SADEV, a publishing operation based in New York and allied with the internationally known Aperture Foundation. As originator and co-founder and General Partner of the partnership, The Garden Ltd. (the name comes from the Hebrew ET-HaGaN: The First Garden (The Enclosure, literally) where all possibility is transcendent and equal to activity), O'More personally conceived and alone formed The Garden's Collection of books and manuscripts. From its beginning he aimed at nothing less than material of the greatest rarity, in the most superb possible condition, and with the widest and greatest influence on the highest activities of men and women worldwide from the earliest cultures to the present. In forming the Collection, O'More tried never for an instant to forget that, first of all, such works are imbued with life-giving forces and intelligence: being intelligent, they stand most in the future while giving form and passion to the present, and sending a living light to the past. He has himself written and published, most recently a volume of poetry, applying the same principles on which he built the Collection—to advance the seminal ideas and their operational modes—meaning to prepare, to awaken, and to activate "launching points to the realm of mind." For many years O'More has labored to introduce the idea and to lay out the plans and open up the way to build a new sacred city which would serve all mankind from this time forward. In attempting to continue the vision and work of his forefathers, O'More's intention has always been to place the universal treasures he has collected through The Garden, with additional seminal books and manuscripts to be added, at the heart-core of the new sacred city in a great research library. Haven O'More has thereby wished and aimed that, through the library's mind-awakening holdings and activities, mankind would be newly inspired and illuminated in the necessary and all-important-way for the coming movement toward the stars.

*The following statement was furnished by Mr. Michael Davis.*

Michael Davis is a private investor. He is the sole limited partner of The Garden Ltd. and provided the funding for The Garden's Collection of rare books and manuscripts.



# EXHIBIT C

MW

# The Commonwealth of Massachusetts

JOHN F.X. DAVOREN

Secretary of the Commonwealth

STATE HOUSE  
BOSTON, MASS. 02133

## ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

Incorporators

NAME

RESIDENCE

*Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.*

Haven O'More

27 Concord Avenue  
Cambridge, Mass. 02138

The above-named incorporator ~~(s) do hereby associate (themselves)~~ <sup>does hereby affirm his</sup> with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

INSTITUTE OF TRADITIONAL SCIENCE, INC. ✓

2. The purposes for which the corporation is formed are as follows:

SEE PAGE 1A, ANNEXED HERETO

NOTE: If provisions for which the space provided under Articles 2, 3 and 4 is not sufficient, additions should be set out on continuation sheets to be numbered 2A, 2B, etc. Indicate under each Article where the provision is set out. Continuation sheets shall be on 8 1/4" x 11" paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

- ate F  
Super  
Docks
3. If the corporation has more than one class of members, the designation of such classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows:—

The Corporation has only one class of members.

4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:—

SEE PAGE 2A, ANNEXED HERETO

• If there are no provisions state "None".

PAGE 1A

INSTITUTE OF TRADITIONAL SCIENCE, INC.

PURPOSES

The purposes of this charitable, non-profit corporation shall be to explore the knowledge and learning of ancient civilizations, particularly Greek, Indian, Chinese and those of the Middle Eastern Countries, especially as transmitted by ancient writings and texts in Sanskrit, Greek, Chinese and Hebrew; to study the applicability, relevance and relationships of such knowledge and learning to contemporary life in its broadest scope, encompassing inter alia the contemporary areas of religion, the physical and biological sciences, medicine-nutrition and philosophy; and to transmit this knowledge and learning and the energy stored in these ancient works to the present time period and to future generations.

In the pursuit of these purposes, the Institute of Traditional Science, Inc., shall have the additional purposes and powers to carry on the following activities:

1. To carry on research, study, experimentation and other scholarly activity;
2. To carry on and promote writing and publication, originals and translations, as well as the production and exhibition of films and other audio-visual aids;
3. To carry on a program of instruction and teaching, in classroom groups, seminars and individual instruction and to establish teaching centers and classroom facilities;
4. To establish libraries and archives of relevant published books and materials, unpublished manuscripts and other study materials for use by researchers, students and scholars of Traditional Science;
5. To acquire and dispose of, use, lease and operate property of all kinds, real and personal, tangible and intangible wheresoever located, which may be necessary or desirable in the carrying out of the purposes of the Institute of Traditional Science, Inc.
6. To do and engage in any and all lawful activities, that may be incidental or necessary to any of the foregoing purposes, and to have, and exercise all other powers and

authority now or hereafter conferred upon corporations organized pursuant to Chapter 180 of the General Laws.

\* \* \*

This Corporation shall be organized and operated exclusively for educational, religious, and charitable purposes within the meaning of Section 501(a) and Section 501(c) (3) of the Internal Revenue Code of 1954, as amended, and regulations propounded by the Secretary of the Treasury thereunder.

If the Institute of Traditional Science, Inc., should be determined to be a Private Foundation pursuant to the provisions of Section 509(a) of the Internal Revenue Code, as amended, then in that event, the Institute of Traditional Science, Inc., agrees that it shall:

1. Distribute its income for each taxable year at such time and in such manner as not to subject the foundation to tax under Section 4942 of the Internal Revenue Code, and
2. Not engage in any acts of self-dealing (as defined in Section 4941(d) of the Code), retain any excess business holdings (as defined in Section 4943(c) of the Code), make any investments in such manner as to subject the foundation to tax under Section 4944, nor make any taxable expenditures (as defined in Section 4945(d) of the Code).

\* \* \*

The following is offered by way of further elucidation of the aims and purposes of the Institute of Traditional Science, Inc., stated in the terminology of Traditional Science.

The primary purpose of the Institute of Traditional Science, Inc., is to ground itself and all its activities in that higher Knowledge which can most scientifically be called Triple Knowledge (Sanskrit, trayī vidyā).

Awareness of Triple Knowledge shows that any other angle of approach constitutes a mere rearrangement of some phenomenological aspect of manifestation. In short, any other angle of approach does not reach Reality; thus its foundations being rooted in shifting sand, whatever structure arises proves unstable. Triple Knowledge immediately clarifies the meaning and aims of all existence. Triple Knowledge cannot be classified in any framework or by any category, but in a manner of speaking

and putting it as accurately as possible in an extremely short compass, it spans in their broadest relationships the contemporary areas of religion, physical and biological sciences, medicine-nutrition and philosophy. (All areas of human knowledge are essentially interrelated; Triple Knowledge expresses and demonstrates this.)

Further, an accurate and scientific inquiry into Triple Knowledge finds expression in the existential realization of the sacred monosyllable OM, which expresses the essence of the Veda (Knowledge outside the confines of the space-time continuum, and not bound by any form or name), and is here understood as the ideographic symbol of ātmā, the Root of the root (and itself without a root for if it had a root it could not be the Root). The Vedic text upon which the Institute of Traditional Science and all its activities are grounded states this accordingly:

"OM, this syllable (akshara) is everything that is: its explication follows. That which was, that which is and that which will be, truly all is Omkara (the Universe principally identified with Brahma, and, as such, symbolized by the sacred monosyllable OM); and all else that is not subject to threefold time (trikāla, that is, the temporal condition viewed under its three modalities of past, present and future) is also truly Omkara. Assuredly this Ātmā (of which all things are but the manifestation) is Brahma, and this Ātmā (relatively to the various states of the being) has four conditions (padas, a word signifying literally 'feet'); in truth, all this is Brahma."

The secondary purpose(s) of the Institute of Traditional Science, Inc., will be to transmit Triple Knowledge.

In the process of transmitting Triple Knowledge, the Institute of Traditional Science, Inc., will investigate the fundamental principles supporting man and Nature, both of which can be considered in the realm of manifestation, and the underlying principles of the non-manifestation which is the sustaining Source of all which is manifest.

Triple Knowledge is attainable only by total use of Intellect (Sanskrit, buddhi; Greek, nous) to define human consciousness and precisely locate it. Intellect, which manifests itself as Consciousness, is the container (receptacle) of Triple Knowledge. To bring into being such Consciousness, it is, therefore, within the purposes of the Institute to explore the nature and degrees of consciousness and develop

PAGE 1D

the immense and largely untapped human potential by returning to the Source. This return is made possible through the discipline of Supreme Yoga: the space-time continuum which inhibits awareness is ruptured.

The Institute of Traditional Science, Inc., will continually work with Traditional sources and texts -- particularly the Sanskrit, Greek, Chinese and Hebrew. In doing so the Institute of Traditional Science, Inc., will examine past and present civilizations both ancient and modern, both occidental and oriental. It is a purpose of the Institute of Traditional Science, Inc., to uncover and to transmit the immensely valuable energy stored in the texts and civilizations to this time period and beyond. This function may be called the transmission of Traditional Science. The Institute of Traditional Science, Inc., seeks, through its work, to establish in this time period an awareness at the highest level of First Principles -- thus healing the fragmented modern psyche; and by this healing or synthesizing to demonstrate the essential interrelation of all areas of knowledge.

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OTHER LAWFUL PROVISIONS

1. The corporation shall have no capital stock.

2. No part of the net earnings of the Corporation shall inure to the benefit of any member, director, officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no member, director, officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

3. The property of the members of the organization shall not be subject to any corporate liabilities to any extent whatsoever.

4. The corporation shall, to the extent legally permissible, indemnify each of its present or former directors and officers and any person who may be then serving or who may have previously served at its request as a director or officer of any other organization in which it has an interest and it may, to the extent authorized by the directors, indemnify present or former employees and other agents or any person who may be then serving or who may have previously served at its request as an employee or agent of any other organization in which it directly or indirectly owns or owned shares or of which it is or was a creditor against all liabilities, expenses and attorney's fees, including amounts incurred or paid by him (a) in connection with the defense or disposition of any action, suit or proceeding, civil or criminal, and any appeal therein, in which he is made a party or involved by reason of being or having been such director, officer, employee or other agent, (b) in connection with any proceeding in advance of the final disposition of such action, suit or proceeding, (c) in satisfaction of judgments or as fines and penalties, or (d) in connection with any compromise or settlement first approved by (i) a disinterested majority of the directors then in office, or (ii) a majority of the disinterested directors then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such director, officer, employee or other agent appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation, or (iii) by a majority of the members at the time entitled to vote for directors exclusive of any member who may be an interested director



PAGE 2B

or officer, upon receipt of an undertaking by the person indemnified to repay such amount if he shall be adjudicated to be not entitled to indemnification. An "interested" director is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending.

Such indemnification may include payment by the corporation of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under this section.

Notwithstanding the foregoing, indemnification shall not be provided for any person with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

Any right to indemnification arising hereunder shall inure to the benefit of the heirs, executors or administrators of any such officer or director, employee or other agent and shall be in addition to all other rights to which such officer, director, employee or other agent may be entitled as a matter of law.

The corporation may purchase and maintain insurance on behalf of any such director, officer, employee or other agent above mentioned against any liability incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

5. Notwithstanding any other provision of these Articles of Organization, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as they now exist or as they may hereafter be amended.

6. Upon the dissolution of the Corporation or the winding up of its affairs, the assets of the Corporation shall be distributed exclusively to charitable, religious, scientific, testing for public safety, literary, or educational organizations which would then qualify under the provisions of Section 501(c)(3)

of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

7. The By-laws of the Corporation may be altered, amended or repealed at any Annual or Special Meeting of the members called for the purpose of which the notice shall specify the subject matter of the proposed alteration, amendment or repeal of the sections to be affected thereby by vote of the members entitled to vote on the question. The By-laws may also be altered, amended or repealed by vote of the majority of the directors then in office, except that the directors shall not take any action which (a) excludes or limits the right of a member to vote on a matter, or (b) provides for indemnification of directors or affects the powers of directors or officers to contract with the Corporation.

Any By-law so altered, amended or repealed by the directors may be further altered, amended or reinstated by the members in the above matter.

5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected.
6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after date of filing.)
7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

27 Concord Avenue, Cambridge, Mass. 02138

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Haven O'More	27 Concord Ave. Cambridge, Mass.	P.O. Box 284 Cambridge, Mass..
Treasurer:	Lorea O'More	27 Concord Ave. Cambridge, Mass.	P.O. Box 284 Cambridge, Mass..
Clerk:	Michael A. Davis	24 Concord Ave. Cambridge, Mass.	24 Concord Ave. Cambridge, Mass..

Directors: (or officers having the powers of directors)

Haven O'More	27 Concord Ave. Cambridge, Mass.	P.O. Box 284 Cambridge, Mass.
Lorea O'More	27 Concord Ave. Cambridge, Mass.	P.O. Box 284 Cambridge, Mass.
Michael A. Davis	24 Concord Ave. Cambridge, Mass.	24 Concord Ave. Cambridge, Mass.

c. The date initially adopted on which the corporation's fiscal year ends is:

October 31

d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:

Last Wednesday of January

e. The name and business address of the resident agent, if any, of the corporation is:

IN WITNESS WHEREOF and under the penalties of perjury the above-named INCORPORATOR(S) sign(s) these Articles of Organization this 4th day of September, 1974.

Haven O'More

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

14642

RECEIVED

SEP 27 1974

THE COMMONWEALTH OF MASSACHUSETTS

CORPORATION DIVISION  
SECRETARY'S OFFICE

ARTICLES OF ORGANIZATION  
GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this  
27<sup>th</sup> day  
of September 1974

Effective date

*John F. X. Davoren*

JOHN F.X. DAVOREN  
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION  
CHARTER TO BE SENT TO

*OK  
m/j*

Peter B. Finn, Esquire  
Guterman, Horvitz, Rubin & Rudman  
Three Center Plaza  
Boston, Massachusetts 02108  
227-8010

FILING FEE \$30.00

CHARTER MAILED 11-25-1974 MAEC  
DELIVERED

*9-30-74*

# **EXHIBIT D**

*Original*

CERTIFICATE OF LIMITED PARTNERSHIP

WE, THE UNDERSIGNED, being desirous of forming a limited partnership, pursuant to the laws of the State of New York, do certify as follows:

1. The name of the partnership is THE GARDEN LTD.

2. The character of the business is primarily to write and develop new manuscripts, to rewrite, edit and publish manuscripts, and to hold and collect rare books and manuscripts.

3. The location of the principal place of business is Elm Avenue, Millerton, New York 12546.

4. The name and place of residence of the sole general partner is as follows:

<u>Name</u>	<u>Place of Residence</u>
Haven O'More	27 Concord Avenue Cambridge, Massachusetts 02138

The name and place of residence of the sole limited partner is as follows:

<u>Name</u>	<u>Place of Residence</u>
Michael Davis	Sugarhill Lot. No. 1 Eastman Grantham, New Hampshire 03753

5. The term for which the partnership is to exist is until the close of business on June 16, 2029.

6. The limited partner has contributed marketable, listed securities having an agreed value at October 20, 1983 of \$10,050,000, subject to bank indebtedness of \$2,350,000 which the Partnership will assume, and rare books having an agreed value at October 20, 1983 of \$6,000,000.

7. The limited partner has not agreed to make any additional contributions to the partnership.

8. Except upon the dissolution of the partnership, no time has been agreed upon when the contribution of the limited partner is to be returned.

9. The share of the profits or the other compensation by way of income which the limited partner shall receive by reason of his contribution is as follows: the first \$100,000 of dividend income received in each calendar year by the partnership after the partnership has first allocated dividend income to the payment of interest on partnership indebtedness, and 25% of the remaining net profits.

10. The limited partner may not, without the consent of the general partner, sell, assign, encumber or otherwise transfer all or any part of his interest

in the partnership. The transferee of such right shall not, without the consent of the general partner, become a substituted limited partner.

11. No additional general partner or limited partner may be admitted to the partnership without the consent of the limited partner other than Lorea O'More.

12. No limited partner has priority over other limited partners as to contributions or as to compensation by way of income.

13. The partnership may continue the business on the death, retirement or insanity of the general partner only if Lorea O'More consents to become the general partner. If she should become the successor general partner, the partnership may not be continued upon her death, retirement or insanity.

14. The limited partner is given the right upon dissolution to receive securities contributed by him and other securities held by the partnership at their fair market value at the time of dissolution up to the balance in his capital account at the time of dissolution.

15. This certificate is executed by the general partner on his own behalf and as attorney -in fact



on behalf of the Limited Partner pursuant to a power  
of attorney contained in the Limited Partnership  
Agreement dated October 20, 1983.

THE GARDEN LTD.

General Partner, and  
Michael Davis, Limited Partner

By Haven O'More  
Haven O'More on his own  
behalf and as Attorney-in-  
Fact for the Limited Partner

Dated: November 17, 1983



# **EXHIBIT E**

THE GARDEN LTD.

Article XIV. Power of Attorney

14.01. The Limited Partner hereby constitutes and appoints the General Partner his true and lawful agent and attorney-in-fact, with full power of substitution, in his name, place and stead to make, execute, sign, acknowledge, deliver and file on behalf or in respect of the Partnership and pursuant to this Agreement:

(a) a Certificate of Limited Partnership, as well as amendments thereto or any restatement thereof, required to be filed under the Partnership Law of New Hampshire or the laws of any other State in which such a certificate is required to be filed;

(b) amendments to this Agreement;

(c) any documents which may be required to effect the continuation of the Partnership or the dissolution and termination of the Partnership; and

(d) any other instrument which may be required or permitted to be filed by the Partnership under the laws of any State or by any governmental agency, or which the General Partner, in his sole discretion, deems advisable to file.

The foregoing grant of authority (i) is a Power of Attorney coupled with an interest, is irrevocable, and shall survive the death of the Limited Partner; (ii) may be exercised by the General Partner for the Limited Partner individually by the signature of such General Partner as attorney-in-fact; and (iii) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his interest, except that where the assignee thereof has been approved for admission to the Partnership as a substituted Limited Partner pursuant to Article X, the Power of Attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect such substitution. In the event of any conflict between the provisions of the Agreement and any document executed or filed by the General Partner pursuant to this Power of Attorney, the Agreement shall govern.

I, Robert Anthoine, a member of the Bar of the State of New York, do certify that the foregoing Article XIV is a true copy of Article XIV contained in the Limited Partnership Agreement of The Garden Ltd. executed and acknowledged by the partners on October 31, 1983.

  
Robert Anthoine

# **EXHIBIT F**

CERTIFICATE OF LIMITED PARTNERSHIP

WE, THE UNDERSIGNED, desiring to amend the Certificate of Limited Partnership of THE GARDEN LTD., filed in the office of the County Clerk of the Dutchess County on the ninth day of December 1983, and being severally sworn, do hereby certify as follows:

1. The amount of the contribution of Michael Davis, the limited partner, has been increased from \$13,700,000 to \$17,001,589.78, and accordingly Article 6 of the certificate for the formation of the limited partnership is hereby amended so that the same shall be and read as follows:

"6. The limited partner has contributed marketable securities having an agreed value of \$9,246,000, subject to bank indebtedness of \$2,350,000 which the partnership has assumed and rare books having an agreed value of \$6,000,000, and cash in the amount of \$4,105,589.78.

2. The right of the limited partner to withdraw capital has been amended to permit the withdrawal of \$100,000 each year, and accordingly Article 8 of the certificate for the formation of the limited partnership is hereby amended so that the same shall be and read as follows:

"8. The limited partner shall have the right to withdraw from his capital account the sum of \$100,000 in each calendar year. Except upon the dissolution of the partnership, no time has been agreed upon when the remainder of the contribution of the limited partnership is to be returned."

3. The right of the limited partner to receive the first \$100,000 of dividend income has been terminated, and accordingly Article 9 of the certificate for the formation of the limited partnership is hereby amended so that the same shall be and read as follows:

"9. The share of the profits or the other compensation by way of income which the limited partner shall receive by reason of his contribution is 25% of the net profits."

This certificate is executed by the general partner on his own behalf and as attorney-in-fact on behalf of the Limited Partner pursuant to a power of attorney contained in the Limited Partnership Agreement dated October 20, 1983.

THE GARDEN LTD.

General Partner, and  
Michael Davis, Limited Partner

By Haven O'More  
Haven O'More on his own  
behalf and as Attorney-in-  
Fact for the Limited Partner

Dated: October 1, 1984





# EXHIBIT G

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11.50

DOLPHIN REALTY TRUST

DECLARATION OF TRUST

This Declaration of Trust made and entered into as of  
the 31<sup>st</sup> day of January, 1975.

W I T N E S S E T H :

The undersigned HAVEN O'MORE, LOREA HONEYCUTT O'MORE and  
MICHAEL DAVIS, all of Cambridge, Middlesex County, Massachusetts,  
who together with our successors are hereinafter referred to as  
"Trustees", do hereby declare that we and our successors in trust  
will hold any and all property that may be conveyed to us as  
Trustees hereunder (including, without limitation, the property  
conveyed to us by deed to be recorded concurrently with the  
recording of this instrument), upon the terms set forth herein,  
for the sole benefit of the beneficiaries hereinafter referred to.

1. The term "Trustees", wherever used herein, shall include  
such person or persons who hereafter are serving as Trustee or  
Trustees hereunder, and the rights, powers, authority and  
privileges granted hereunder to the Trustees may be exercised by  
such person or persons, subject to the provisions hereof.

2. The trust hereby established shall be known as DOLPHIN  
REALTY TRUST.

3. The beneficiaries of this trust are shown on the  
Schedule of Beneficiaries executed this day by them and the  
Trustees, and filed with the Trustees. Any Trustee may, without  
impropriety, become a beneficiary hereunder and exercise all  
rights of a beneficiary with the same effect as though he were  
not a Trustee.

19934 p 91

BK12758 PG635

4. The Trustees shall hold the property conveyed to them as Trustees, and receive all the gains and profits therefrom for the benefit of the beneficiary or beneficiaries from time to time (hereinafter called the "beneficiaries"), and shall make all distributions pursuant to the directions of the beneficiaries.

5. Subject to the consent of the beneficiaries, the Trustees shall have full power and authority to deal with all property conveyed to them as Trustees hereunder. The Trustees shall have full legal title to all property of the Trust, wherever located or situated at any time held or received by them as Trustees under the terms of this Trust.

6. Except as expressly provided in this instrument, the Trustees shall have no power to deal in or with the trust estate, except as directed by the beneficiaries. When as, if and to the extent specifically directed by the beneficiaries, the Trustees shall have full power and authority to sell, assign, mortgage, deal with, or otherwise dispose of, all or any part of the trust property (including, without limitation, the full power and authority to delegate, by a writing signed by the Trustees, to any person or persons, acting singly or together with others, and whether or not serving as a Trustee hereunder, full power and authority to sign checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable, including those drawn to the individual order of a signer, and all waivers of demand, protest, notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed in the name of said trust), and as lessor or as lessee, to execute and deliver leases and subleases, and to borrow money and to execute and deliver notes or other evidence of such borrowing, and to grant or acquire rights or easements and enter into agreements or arrangements with respect to the trust property.

7. Any and all instruments executed pursuant to powers herein contained may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of this trust.

8. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him in any personal liability unless first indemnified to his satisfaction. Any person dealing with the Trustees shall be fully protected in accordance with the provisions of Paragraph 15 hereof.

BK 12758 PG 636

9. This trust shall terminate upon the death of Haven O'More, unless sooner terminated as hereinafter provided.

10. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded with Middlesex South Registry of Deeds.

11. Succeeding or additional Trustees may be appointed or any Trustee removed by an instrument or instruments in writing, signed by the beneficiaries, provided, in each case, that such instrument or instruments, or a certificate by any Trustee naming the Trustee or Trustees appointed or removed, and, in the case of any appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded with said Deeds.

12. Upon the appointment of any succeeding Trustee, the title to the trust estate shall, thereupon and without the necessity of any conveyance, be vested in said succeeding Trustee jointly with the remaining Trustees, if any. Each succeeding Trustee shall have all the rights, powers, authority and privileges as if named as an original Trustee hereunder.

13. No Trustee shall be required to furnish bond.

14. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the then Trustee(s) hereunder and authorized by the beneficiaries, provided, in each case, that the instrument of amendment, or a certificate by any trustee setting forth the terms of such amendment, shall be recorded with said Deeds.

15. No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, by such Trustee, by any other Trustee or by any agent, employee or representative of the Trustees, but shall be responsible only for his own wilful breach of trust. The Trustees and each agent, employee or representative of the Trustees shall be entitled to reimbursement out of the trust property for his or their reasonable expenses and outlays and shall be indemnified and reimbursed for any personal loss, cost, liability, expense or damage by them or any of them incurred or suffered in the administration of the trust property or in conducting any business or performing any act authorized or permitted by this trust, but such indemnity or reimbursement shall be limited to the trust property, and no beneficiary shall be personally or individually liable therefor to any extent. No license of court shall be requisite to the validity of any transaction entered into by the Trustees. No purchaser or lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to the Trustees, or to see that the terms and conditions of this trust have been complied with.

16. Every agreement, lease, deed, mortgage or other instrument executed by the Trustees shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that, at the time of the delivery thereof, this trust was in full force and effect and that the execution and delivery thereof was duly directed by the beneficiaries. Any person dealing with the trust property or the Trustees may always rely, without further inquiry, on a certificate signed by any person, appearing from the records of said Deeds, to be a Trustee hereunder as to who are the Trustees or the beneficiaries hereunder, or as to the authority of the Trustees to act, or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee, or which are in any other manner germane to the affairs of this trust.

17. Notwithstanding the provisions of Paragraphs 15 and 16 hereof, no deed, mortgage, or promossory note secured by a mortgage, of any property held by the Trustees hereof shall be valid and binding upon the trust unless signed by all of the Trustees, with the exception that a single Trustee may sign such instruments if so authorized in writing by all of the beneficiaries hereof.

18. Except as otherwise herein provided, every act or thing done and every power exercised or obligation incurred by a Trustee in the administration of this trust or in connection with any business property or concerns of this trust, whether ostensibly in his own name or in his capacity as Trustee, shall be done, exercised or incurred by him as a Trustee and not as an individual; and every person contracting or dealing with the Trustees or any of them or having any debt, claim or judgment against them shall look only to the funds and property of the trust for payment or satisfaction; and no Trustee, beneficiary or agent of the trust shall ever be personally liable for or on account of any contract, debt, tort, claim, damage, judgment or decree arising out of or in connection with the trust property or the conduct of the business of the trust. A stipulation or notice to this effect may be inserted in any contract or instrument executed by the Trustees or their agents, but the omission thereof shall not be construed as a waiver of the foregoing provision and shall not render the Trustee or agents personally liable. Notwithstanding the foregoing, however, the restrictions contained within this Paragraph shall not apply to any agreement or obligation, provided the same is in writing, and further provided the signature of the Trustee involved appears immediately above or next to the word "individually."

BK 12758 PG 638

WITNESS the execution hereof, under seal, this 31<sup>ST</sup>  
day of January, 1975.

Haven O'More  
Haven O'More

Lorea Honeycutt O'More  
Lorea Honeycutt O'More

Michael Davis  
Michael Davis

THE COMMONWEALTH OF MASSACHUSETTS

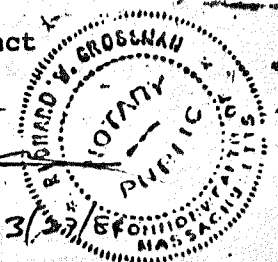
MIDDLESFX, SS.

January 31, 1975

Then personally appeared the above named Haven O'More  
and acknowledged the foregoing instrument to be his free act  
and deed, before me.

Richard W. Grossman  
Notary Public

My Commission Expires: 3/22/81



THE COMMONWEALTH OF MASSACHUSETTS

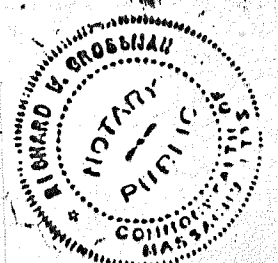
MIDDLESEX, SS.

January 31, 1975

Then personally appeared the above named Lorea Honeycutt  
O'More and acknowledged the foregoing instrument to be her free  
act and deed, before me.

Richard W. Grossman  
Notary Public

My Commission Expires: 3/22/81



BK 12758 PG639

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

January 31, 1975

Then personally appeared the above named Michael Davis  
and acknowledged the foregoing instrument to be his free act  
and deed, before me.

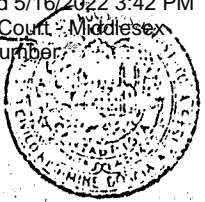
  
Notary Public

My Commission Expires: 3/27/81



# **EXHIBIT H**





# CITY OF CAMBRIDGE

## COMMUNITY DEVELOPMENT DEPARTMENT

City Hall Annex

Inman & Broadway

EXTENSION 344

RECEIVED  
OCT 13 1978  
CAMBRIDGE HISTORICAL COMMISSION

To James L. Sullivan  
City Manager

From David Vickery, Assistant City Manager  
for Community Development

Date October 5, 1978

Subject Council Order #10, 9/25/78 re: Negotiations -  
Arsenal Square Moratorium

During the time that the Temporary Development Moratorium has been operative in Arsenal Square, both the Community Development Department and the Historical Commission have met with neighborhood residents and have begun to investigate possibilities for implementing land use controls to diminish the intrusions of incompatible development into low density residential neighborhoods.

The threat of intrusive development in Arsenal Square was magnified by the demolition of the two houses at 21 Concord Avenue and 14 Garden Street. The properties belong to Mr. Haven O'Moore of the Institute of Traditional Science. Prior to the actual demolition, I met with neighborhood representatives and Mr. O'Moore to discuss his development plans for the properties. Due to the diametrically opposed positions concerning the appropriate future of those buildings, negotiations broke down almost immediately and have not been revived since.

The Community Development Department is pursuing several approaches to the Arsenal Square problems including: consideration of possible density and bulk regulations for institutional buildings on the fringes of residential neighborhoods; research of the experiences of other cities through the Planning Advisory Service and the National Institute of Municipal Law Officers; and consultation with the Historical Commission staff to evaluate ways of protecting distinctive residential neighborhoods from inappropriate development.

The Arsenal Square Neighborhood Association approached the Historical Commission this summer and asked to have the Arsenal Square and Berkley Street neighborhoods considered for Historic District designation. The Commission studied the possibility at its September 7, 1978 meeting, but decided not to proceed with designation at this time. The Historical Commission is working on a draft of a neighborhood conservation plan which would offer alternatives to Historic District designation for protecting the integrity of Cambridge neighborhoods. However, these alternative forms of designation will require state legislation which takes a considerable amount of time. The threat in Arsenal Square is imminent and therefore the Commission suggested that the neighborhood seek protection through the zoning process in the form of an overlay district.

This possibility is being considered by the Community Development Department's land use staff and will be discussed with neighborhood representatives in the near future.

The Historical Commission has prepared a draft of a citywide demolition ordinance in response to another Council order. Such an ordinance would provide a measure of protection for Arsenal Square and other areas of Cambridge where low-density, older buildings are threatened with demolition for replacement with more intensive development.

The Community Development Department is continuing to work on alternatives for encouraging development in Arsenal Square and other established neighborhoods in forms which are compatible in bulk, height, building coverage, open space and traffic generating characteristics, as intended by the moratorium.

# **EXHIBIT I**

No 88-635 *g*

COMMONWEALTH OF MASSACHUSETTS  
 MIDDLESEX, SS. SUPERIOR COURT,

Michael Davis, Individ., & as Trustee VS. Haven O'More, Individ., & as Trustee, et als (3) & Trustees (2)

COUNSEL FOR PLAINTIFF	DATE	No.	DOCKET ENTRIES	COUNSEL FOR DEFENDANTS
Richard R. Lavin Ronald A. Witmer	1988 Jan 29	1	COMPLAINT with demand for Jury Trial.	James S. Dittmar
Judith Gail Dein Hale and Dorr 60 State Street Boston, MA 02109 Jarvis P. Kellogg	1988 Jan 29	2	<del>Entered on Removal</del> Plff's motion for appointment of temporary receiver for the affairs of the Garden Ltd., Institute of Traditional Science and the Dolphin Realty Trust.	Richard R. Lavin Frank C. Huntington Widett, Slater & Goldma 60 State Street Boston, MA 02109
	1988 Jan 29	3	Plff's motion for ex parte Order of Impoundment. and Allowed. (McDaniel, J.)	
<i>Impoundment</i> Walter Stackpole 75 State St Boston 02109	1988 Jan 29	4	Plff's ex parte Findings and Order of Impoundment. (McDaniel, J.)	
Jury	1988 Jan 29	5	Plff's motion for appointment of Special Process Server, and Allowed. (McDaniel, J.)	
<i>#54 Impoundment</i>	1988 Jan 29	6	Order appointing John J. Landers, Jr., as Special Process Server. (McDaniel, J.)	
	1988 Jan 29	7	Affidavit of Thomas Gordon Gutheill, M.D.	
	1988 Jan 29	8	Plff's certificate of belief that no liability insurance is available.	
	1988 Jan 29	9	Plff's ex parte motion for approval of attachment on trustee process, held by Bank of New England, N.A., allowed in the sum of \$5,000,000.00 upon the posting of a \$250.00 Bond. (McDaniel, J.)	TRUSTEES Bank of New England, N.A. Boston Safe Deposit and Trust Co., a/k/a The Boston Company
ACTION OF Eq. Relief	1988 Jan 29	10	Plff's ex parte motion for approval of trustee process, held by Boston Safe Deposit and Trust Co., a/k/a The Boston Company, allowed in the sum of \$5,000,000.00 upon the posting of a \$250.00 Bond. (McDaniel, J.)	Jay E. Newsome, Esq. one Washington mall 10th Floor COUNSEL FOR TRUSTEES Boston, MA 02108 for Bank of New England. Thomas R. Paxman 10 Federal Hatchers + Wheeler Boston one Boston Pl Boston, MA 02108 for Boston Safe Deposit + Trust Co.

INC. 88-635

Michael Davis, Individ., & as VS. Haven O'More, Individ., et als & Trustees  
Trustes

DOCKET ENTRIES—Continued

DATE	No.	
1988 Jan 29	11	Plff's motion for an ex parte temporary restraining order. Allowed upon the posting of a \$100,000.00 Bond. (McDaniel, J.)
1988 Jan 29	12	Surety Company Bond in the sum of \$100,000.00. (see paper #11)
1988 Jan 29	13	Plff's ex parte temporary restraining order (proposed). (McDaniel, J.)
1988 Jan 29	-	The Court having found that no necessity for the giving of security (Mass. R. Civ. P. 65 (c) exists, summons issued with interlocutory order returnable Monday, February 8, 1988 at 9:30 A.M. in courtroom 10B, with temporary restraining order under proposed order #13 for temporary restraining order. (McDaniel, J.)
1988 Jan 29	14	Plff's ex parte motion for attachment, allowed in the sum of \$2,000,000.00. (McDaniel, J.)
1988 Jan 29	15	Surety Company bond in the sum of \$250.00. (see paper #9)
1988 Jan 29	16	Surety Company bond in the sum of \$250.00. (see paper #10)
1988 Jan 29	17	Findings - The Court approves attachment on trustee process for the amount of \$5,000,000.00. (McDaniel, J.)
1988 Jan 29	18	Findings - The Court approves attachment on trustee process for the amount of \$5,000,000.00. (McDaniel, J.)
1988 Jan 29	19	Findings - The Court approves attachment of the Defendant's property for the amount of \$2,000,000.00. (McDaniel, J.)
1988 Feb 2	20	Plff's motion to extent order of impoundment, filed in Court.
1988 Feb 8	21	ORDER - The orders issued by Judge McDaniel on January 29, 1988, are to remain in full force and effect through February 9, 1988, at which time there will be a hearing in front of Judge Izzo in Courtroom 7A, as to the pending matters. By the Court, (Izzo, J.) copies sent
1988 Feb 9	22	ORDER - The orders issued by Judge McDaniel on January 29, 1988, are to remain in full force and effect through February 11, 1988, at twelve noon, at which time there will be a hearing in front of Judge Izzo in Courtroom 7A, as to the pending matters. (Izzo, J.) copies sent
1988 Feb 11	23	ORDER - The orders issued by Judge McDaniel on January 29, 1988, are to remain in full force and effect through Friday, February 12, 1988 at 5:00 p.m. or the conclusion of an earlier hearing which currently is scheduled for 12:00 p.m, on February 12, 1988. (Izzo, J.) copies given in hand

see over

No. 88-635

MICHAEL DAVIS, INDIV., & AS TRUSTEE VS. HAVEN O'MORE, INDIV., & AS TRUSTEE ET ALS

DOCKET ENTRIES—Continued

DATE	No.	DOCKET ENTRIES—Continued
1988 Feb 12	-	By agreement of all parties the within Order (#23) is hereby extended to February 16, 1988 at 5:00 p.m. (Mitchell, J.)
1988 Feb 12	24	ORDER - The orders issued by Judge McDaniel on January 29, 1988, are to remain in full force and effect through February 16, 1988, at 5:00 p.m. at which time there will be a hearing in front of Judge Izzo in Courtroom 7A, as to the pending matters. (Mitchell, J.) copies sent
1988 Feb 17	25	<i>Order in Re Preliminary Injunction (Izzo, J.) copies in hand</i>
1988 Feb 17	26	<i>Stipulation and Order that the Order of Appointment entered on January 29, 1988 shall not be entered. However, the Court orders that the Order of Preliminary Injunction be reinstated, and that the parties agree to impound preliminary injunction, and that any violation of that preliminary injunction shall constitute violation of this order and the preliminary injunction (Izzo, J.)</i>
1988 Feb 17	27	<i>Order assigning this action to Justice Izzo. (Mitchell, J.)</i>
1988 Feb 22	28	<i>Answer of Trustee Bank of New England, N.A.</i>
1988 Feb 29	29	<i>Answer of Trustee Bank safe deposit and Trust Company.</i>
1988 Feb 29	30	<i>Trustee Bank safe Deposit and Trust Co. motion to discharge Trustee.</i>
1988 Feb 29	31	<i>Summons &amp; Restraining order returned with proof of service.</i>
1988 Feb 29	32	<i>Appointment of service on def. The Garden Ltd.</i>
1988 Feb 29	33	<i>Writ of Attachment with proof of service.</i>
1988 Feb 29	34	<i>Summons to Trustee with proof of service on Bank of New England, N.A.</i>
1988 Feb 29	35	<i>Summons to Trustee with proof of service on Boston Safe Deposit and Trust Company a/k/a The Boston Company.</i>
1988 Mar 2	36	<i>Def. Haven O'More, Love O'More, Trustees of Traditional Science and The Garden Ltd. Answer to complaint.</i>
1988 Mar 8	37	<i>Def. motion for a protective order. Motion #37 allowed, depositions to begin on March 28, 1988 (Izzo, J.)</i>

VS.

DOCKET ENTRIES—Continued

DATE	No.	DOCKET ENTRIES—Continued
1988 April 8	38	Corrected notice of deposition of the ledger of records of Cherry Street, Stein & Hamilton by depts.
1988 April 8	39	Paul, Nease, Rijkus, Whata & Sumner
1988 April 8	40	Melting & Atkins
1988 April 8	41	Pascher, Gordon & Hyman
1988 April 8	42	Franklin L. Green
1988 April 8	43	Leslie B. Samuel
1988 May 12	44	Depts motion for a protective order. 5/10
1988 May 12	45	Depts motion to allow the temporary display of a manuscript owned by the Harden, Ltd. 5/10
1988 May 12	46	Depts motion for a single appraisal of a collection of rare books owned by the Harden Ltd. 5/10
1988 May 12	47	Stipulation to protect the confidentiality of certain information.
1988 May 13	48	Motion of Trustee to Amend Answer.
1988 May 18	49	Opposition to motion of Trustee to Amend Answer and Request for oral Argument.
1988 May 20	50	Supplement to depts motion to allow the temporary display of a manuscript owned by the Harden Ltd.
1988 May 24	51	Objections of Trustee to Pff's deposition subpoena.
1988 May 24	52	Commenced Criminal Justice Books & New England.
1988 June 1	53	Pff's withdrawal of opposition (dated May 17, 1988) to Motion of Trustee to Amend Answer.
* 1988 May 18	49A	Pff's opposition to depts motion for a protective order (Filed in Court)
* 1988 May 18	49B	Pff's opposition to depts motion for a single appraisal (Filed in Court)
* 1988 May 18	49C	Pff's opposition to depts motion to allow temporary display of a manuscript (Filed in Court)
1988 June 23	54	Order regarding single appraisal of books and manuscripts to (3) copies mailed.
1988 July 1	55	Depts motion for Commission to take depositions out of the Commonwealth.
1988 July 1	56	Depts motion for that order of value 75

Miss Page

*Michael Davis, Jr. & ors. VS. Karen O'More, Jr. & ors.*  
*In*

DOCKET ENTRIES—Continued

DATE	No.	DESCRIPTION
1988 July 1	57	Motion of the depts for a protective order, filed in court & allowed (Izzo J) capis mailed.
1988 July 5	58	Protective Order (re: #57) (Izzo J) capis mailed.
1988 July 5	-	Depts motion (#55) allowed. (Pittell J) notes sent 7/6
1988 July 5	-	Depts motion (#56) allowed. (Pittell J) notes sent 7/6
1988 July 26	59	Plffs response to Depts first set of prop.
1988 Aug 12	60	Stipulation and Order, it is ordered that the preliminary injunction entered by the court on February 14, 1988, a copy of which is attached hereto as Exhibit A, is hereby extended through and including Wednesday, August 24, 1988. (Izzo J)
1988 Aug 19	61	Motion of plff to extend and modify preliminary injunction filed in court
1988 Aug 24	62	Affidavit of Jurist Paul Stein, filed in Court
1988 Aug 24	-	#60. The written order is hereby extended - Continued to Sept. 8, 1988 @ 2:00 PM (Izzo J) (notes mailed 8/26/88)
1988 Sept 6	63	Motion of the plff to compel answers to questions posed at the deposition of Karen O'More.
1988 Sept 16	64	Motion of the plff to compel production of documents
1988 Sept 16	65	Motion of plff for reconsideration of protective order.
1988 Sept. 8	66	Stipulation and Order filed in Court. Continuing Preliminary Injunction to Sept. 20, 1988. (Izzo J)
1988 Sept. 19	67	Depts motion for Commission to take deposition out of the Commonwealth.
1988 Sept. 19	68	Depts motion for short order of depts. 9/20
1988 Sept. 20	-	Motion (#67) allowed. (Izzo J) (notes sent)
1988 Sept. 20	-	Motion (#68) allowed. (Izzo J)
1988 Sept. 20	-	Stipulation (#66) Court extends this order to Sept. 30, 1988. (Izzo J) notes sent
1988 SEPT. 30	-	RE: PAPER #66. COURT EXTENDS THIS ORDER TO OCTOBER 7, 1988. (Izzo J) NOTICE MAILED.
1988, Sept. 30	69	Affidavit of Melissa Monet in support of motion to compel answers to deposition questions & production of documents (Puer)



Michael Davis vs. Flamen O'More et al

DATE	No.	DOCKET ENTRIES—Continued
1988, Sept. 30	70	Affidavit of Melissa A. Givert in support of motion to extend and modify preliminary injunction
1988, Sept. 30	71	Affidavit of Melissa A. Givert in support of motion to extend and modify preliminary injunction
1988, Sept. 30	72	Affidavit of Melissa A. Givert in support of motion to extend and modify preliminary injunction
1988 Oct. 7	-	The Court hereby extends the within order Re #60 until further order of the Court. (Szyro)
1988 Oct. 18	73	Order Re #60 modifying the February 17, 1988 preliminary injunction (Szyro) which see copies made 10/19/88
1988 Oct 7	74	Stipulation of parties regarding Trustee Process attachment and preliminary injunction (which see) filed in court (Szyro)
1988 Oct 27	-	Order #74 approved (Szyro)
1988 Nov 22	75	Motion of pff. to take deposition by audio-visual means.
1988, Dec 29	76	Motion of pff. for commissions to take depositions out of the Commonwealth.
1989 Jan 4	-	Motion #75, no opposition filed, motion allowed (McDaniel)
1989 Jan. 10	77	Motion to take deposition by audio-visual means
1989 Jan 11	-	Motion #76 allowed (Szyro)
1989 Jan 11	78	Commission to take deposition of Eugene Rose, C.P.A. of New York, New York.
1989 Jan 11	79	Commission to take deposition of Leonard Davis of Balm Beach, Florida
1989 Feb 3	80	Pitt's motion for appointment of a Discovery Referee
1989 Feb 3	81	Pitt's motion that Commissions issue to take depositions outside the Commonwealth
1989 Feb. 21	82	Stipulation to extend time for filing opposition to pff motion for appointment of a Discovery Referee and motion that commissions issue to take depositions outside Comm. to and including March 21, 1989.
1989 Apr 7	83	Stipulation Regarding Disclosure of Confidential Information 1. On April 29, 1988, the parties, by their respective counsel, entered into a "Stipulation to Protect the Confidentiality of Certain Information" ("Stipulation"),

see over

MICHAEL DAVID

VS.

HAVEN O'MORE ET ALS

			DOCKET ENTRIES—Continued
DATE	No.		
			a copy of which is attached hereto.
			2. Pursuant to the Stipulation, the parties have agreed to limit disclosure of documents and other materials which identify or describe the rare books and manuscripts purchased by any of the parties in accordance with terms of the Stipulation.
			3. The parties now desire to enter into discussions with Sotheby's concerning the possible sale by Sotheby's of the rare books and manuscripts. In order to assist in these discussions, it is necessary to disclose to Sotheby's information concerning the rare books and manuscripts.
			4. The parties hereby agree that the listing of rare books and manuscripts and supplement thereto which were provided to Christie's may be disclosed to Sotheby's provided that Sotheby's signs the acknowledgement of confidentiality attached hereto as Exhibit A. In addition, the parties may disclose other information regarding the rare books and manuscripts to Sotheby's provided, however, that all parties (by their counsel) agree to such disclosure.
			5. Except for the disclosures to Sotheby's authorized herein, the Stipulation shall remain in full force and effect.
1989 July 5	84		<i>Last motion to Dissolve Preliminary Injunction and Enter Judgment of Dismissal, filed in Court and allowed. (Opp. J.)</i>
1989 July 5	85		<i>Judgment of Dismissal (Opp. J.) copies sent</i>

MICHAEL DAVID

VS.

HAVEN O'MORE ET ALS

			DOCKET ENTRIES—Continued
DATE	No.		
			a copy of which is attached hereto.
			2. Pursuant to the Stipulation, the parties have agreed to limit disclosure of documents and other materials which identify or describe the rare books and manuscripts purchased by any of the parties in accordance with terms of the Stipulation.
			3. The parties now desire to enter into discussions with Sotheby's concerning the possible sale by Sotheby's of the rare books and manuscripts. In order to assist in these discussions, it is necessary to disclose to Sotheby's information concerning the rare books and manuscripts.
			4. The parties hereby agree that the listing of rare books and manuscripts and supplement thereto which were provided to Christie's may be disclosed to Sotheby's provided that Sotheby's signs the acknowledgement of confidentiality attached hereto as Exhibit A. In addition, the parties may disclose other information regarding the rare books and manuscripts to Sotheby's provided, however, that all parties (by their counsel) agree to such disclosure.
			5. Except for the disclosures to Sotheby's authorized herein, the Stipulation shall remain in full force and effect.
1989 July 5	84		<i>last motion to Dissolve Preliminary Injunction and Enter judgment of Dismissal, filed in Court and allowed. (Opp. J.)</i>
1989 July 5	85		<i>judgment of Dismissal (Opp. J.) copies sent</i>



# **EXHIBIT J**

# A GENTLE MADNESS

Bibliophiles, Bibliomanes, and  
the Eternal Passion for Books



The Acclaimed National Bestseller  
With a New Preface by the Author

Nicholas A. Basbanes

Part Two



## 6 To Have and to Have No More



For ten years near the end of the millennium, a phenomenon known as the 1980s created unexpected opportunities for book-collecting enthusiasts and evoked stirring images of the good old days. Bolstered by a robust economy, aggressive new collectors satisfied their taste for beautiful objects with a ready willingness to acquire them, whatever the cost. In response, many established owners found temptation too enticing to resist, and rarities once thought out of circulation forever suddenly appeared on the market. Price records were broken, most dramatically in antiques and the fine arts, but just as impressively in books.

Private libraries were no longer the exclusive preserve of the few. While soaring prices made paintings too costly for most people to own, books were relatively affordable, and as antiquarian fairs gained in popularity, they were much easier to obtain. For many participants, collecting meant acquiring the first trade editions of favorite contemporary authors: proven novelists such as John Updike, Anne Tyler,

William Kennedy, and Toni Morrison, respected poets such as James Merrill, John Ashbery, and Amy Clampitt, or popular genre writers such as Stephen King, Ray Bradbury, and Sara Paretsky.

For all the excitement, though, what recalled the grand spirit of the Golden Age most was not the new wave of collectors, but a thrilling sequence of auctions that offered bibliophiles and dealers a few rare chances at coveted treasures. Three remarkable library sales—two occasioned by the deaths of prominent collectors, the other precipitated by a mysterious partnership under a veil of intense secrecy—created terrific excitement. While the numbers are impressive enough in their own right—\$37.4 million in 1987–1989 for the Estelle Doheny collection, \$35.7 million in 1989–1990 for H. Bradley Martin’s collection, and \$16.2 million in 1989 for the Garden Ltd.—what made the auctions especially memorable was that so much superior material became available over so short a period of time.

A window of opportunity to build an exceptional library had opened, and ample “disposable income” was available for just such an enterprise. “From where I sit, a hundred million dollars is not a lot of money,” David Redden, a senior vice president at Sotheby’s in New York and for a number of years the executive in charge of rare books sales, said a few weeks after the results of the Garden Ltd. sale had begun to settle in. “Sixteen-point-two million dollars for the Garden collection is tremendously gratifying, but just twenty-four hours before those books went up for sale, we sold *one* painting in the same room for twenty-one million. And it was not a master painting by any means, it was by Willem de Kooning, a *living* artist. That’s five million dollars more than the Garden totaled, and the Garden was one of the most successful book auctions ever.”

Bart Auerbach, a veteran New York bookseller and a principal consultant for Christie’s, agreed. In May of 1990, he noted, a Japanese businessman paid over \$160 million in one week for two paintings, \$82.5 million for Vincent van Gogh’s *Portrait of Dr. Gachet* at Christie’s, and \$78.2 million for Pierre-Auguste Renoir’s *Le Moulin de la Galette* at Sotheby’s. He wondered what might have happened if Tokyo real estate tycoon Ryohei Saito’s taste in collectibles has been inclined toward books instead of art.

“For what that man paid for those two paintings, he could have built one of the finest private libraries in the world,” Auerbach said. And that would have included a beautiful building, a staff, and a sustaining endowment. “All he had to tell his agent was one thing—‘Keep your paddle in the air’—and it would have all been his.” Saito certainly acquired “two nice paintings for his walls,” Auerbach acknowledged, but “for a lot less money he could have gone down as one of the great book collectors of the twentieth century.”

On November 1, 1994, almost five years to the day of the Garden Ltd. sale, Bart Auerbach and I stood in Christie’s Park Avenue gallery with several hundred spectators and watched as a contingent of Italian bankers attempted to bring back to their country a seventy-two-page notebook containing more than three hundred illustrations and scientific writings compiled from 1506 to 1510 by Leonardo da Vinci. The contest to acquire this landmark of creativity, called Codex Hammer since 1980 in honor of its most recent owner, the late chairman of Occidental Petroleum, Armand Hammer, provided an historic case study of just what Auerbach was talking about.

Auctioneer Stephen C. Massey opened the bidding at \$5.5 million. Within fifteen seconds, the presale estimate of \$10 million had been passed, and advances were being made in \$1 million increments. After two-and-a-half minutes of spirited competition, Massey hammered the book down for \$28 million to a private collector bidding anonymously by telephone; with a commission for the auction house added, the total price for the document was \$30.8 million, a record for a book or manuscript sold at auction.

William H. Gates III, the founder and chairman of Microsoft Corporation and one of the wealthiest persons in the world, was not known then as a book collector, yet his acquisition of the manuscript, announced the next day, seemed perfectly appropriate. The notebook, written in Leonardo’s distinctive backward style, contains such speculations as why the sky is blue and why fossils can be found on mountain-tops and predicts the invention of the submarine and the steam engine. Gates said he would display the manuscript in Italy before installing it in his 37,000-square-foot estate on the shores of Lake Washington near Seattle. “I have always had a tremendous respect for Leonardo da Vinci’s



intellectual coupling of science and art," the billionaire said. "It's very gratifying to share an intellectual treasure of this magnitude with the world."

When Carrie Estelle Betzold Doheny died in 1958, she left several monuments. Her three abiding passions had been the memory of her husband, a California oil baron, Edward Laurence Doheny, from whom she inherited a substantial fortune in 1935, her faith, and her books. Her faith was expressed through gifts to numerous seminaries, hospitals, and religious charities. In 1939, Pope Pius XII recognized Doheny's generosity by making her a countess of the Roman Catholic Church, the first such title granted to a Southern California woman (resulting in the nickname the Countess). The following year, she was able to pay homage to all of her interests with one sweeping gesture. Acting on the suggestion of the archbishop of Los Angeles, she commissioned the architect Wallace Neff to construct a building in Spanish mission style architecture at St. John's Seminary in Camarillo, California, to be the Edward Laurence Doheny Memorial Library.

On the ground floor was the seminary's working library; the second level was reserved for Mrs. Doheny's sixteen thousand rare books and manuscripts. Her most renowned possessions included a collection of incunabula, old Bibles, and religious manuscripts, as well as a run of English and American literature and superior material relating to the exploration and settlement of California. When she died, the entire collection passed to the diocese, with the stipulation that it be kept for at least twenty-five years after her death. In 1986, the diocese announced a consignment to Christie's in New York—the Doheny collection—with the proceeds earmarked for the education and training of priests.

While that sale was taking place, H. Bradley Martin, the heir of a New York steel fortune who started gathering books while attending Christ Church College at Oxford during the 1920s, died at the age of eight-two. Martin had maintained two enviable libraries, one in Manhattan, the other at a Georgian estate in Virginia called Rose Hill. For years, there had been talk that he wanted his books to go to some institution. Martin's remarkable collection of ornithology alone was generally regarded as the finest anywhere, institutional or private. But his

will made no such provisions, and a year after his death, on June 6, 1989, the Martin library went on the block at Sotheby's in New York. When the nine-part sale concluded in June 1990, \$35.7 million had been spent for some ten thousand books and manuscripts.

Both sales were spread out over several sessions and recorded totals that had never been approached in book auctions before. Pride of place in the Doheny sale was given to the Old Testament volume of the Gutenberg Bible; top billing in the Martin dispersal was a set of Audubon's *Birds of America*. In all, twenty-six thousand books went under the hammer. Yet the Doheny and Martin averages pale when compared with those of lesser known dispersals that took place during the same period. In fewer than twenty-four hours on November 9 and 10, 1989, \$16.2 million was spent for 308 "high spots" in world literature, an average of \$52,815 per lot, which exceeded by far the averages logged in either the Doheny or Martin sales (\$15,967 and \$11,053, respectively). This was the sale of the Garden Ltd. collection, an auction that above all others recalled the reckless abandon of the Jerome Kern sale sixty years earlier on the eve of the Crash.

Beyond the impressive numbers and the excitement it generated was the fact that the Garden Ltd. collection had been built by the most baffling book collector to come along in decades. Haven O'More was a complete unknown. Even his name was a curiosity, rumored to be an anagram, for "HAVE NO MORE."

He first attracted international attention in the fall of 1979 when he bought impressively at the London sale of an exceptional collection of books gathered over a span of forty years by Arthur Houghton, Jr., the Steuben glass heir whose most enduring monument is a special collections library at Harvard University that bears his name. "Haven basically swept what he wanted at the Houghton sale," Stephen C. Massey, director at that time of rare books at Christie's in New York, said. "That really is what made the Garden sale so thoroughly magnificent ten years later, that those Houghton copies—those books people thought were out of circulation for the remainder of their lifetimes—had come back once again."

Why Arthur Houghton suddenly decided to sell his books in three comprehensive sales between June 13, 1979, and June 12, 1980, has never been fully explained. He was a principal benefactor of the Houghton Library at Harvard University and the donor of some unique John Keats material to the university as well, so many people thought his personal

collection one day would go to his alma mater. Instead, while still in his seventies and a full ten years before his death, Houghton not only decided to sell his books, but he chose to sell them in England.

Whatever his motivation, fabulous treasures assumed to be destined for institutions came onto the market. O'More had been buying important books for several years prior to the Houghton sale, but most of his purchases were negotiated privately through booksellers. In 1976, for instance, he quietly paid the New York bookseller Lew David Feldman \$150,000 for the 1543 presentation copy of Nicolaus Copernicus's *De Revolutionibus Orbium Coelestium*, previously owned by Harrison Horblit. The Houghton sale, by contrast, was held in an international arena amid intense competition. Represented by John Fleming, O'More created a stir at the Houghton sale by paying premium prices for twenty-two magnificent items.

While O'More's activity in London represented a dramatic debut, it did not come as a complete surprise to Stephen Massey, a savvy fourth-generation bookman whose great-grandfather, grandfather, and father had all been involved in the London book trade. If anything, it confirmed an urgency the auctioneer had sensed when he met O'More for the first time in April 1978. "This elegantly dressed man arrived at our Park Avenue gallery one morning and was making a scene," Massey recalled. "Because he was demanding to see a book, I got the call to go downstairs and deal with him." As Massey approached the disturbance, O'More shouted a single sentence: "Do you *know* who I am?" Massey replied that he did not have the slightest idea. "I am Haven O'More," the man declared, "and I want to see this *book*."

The book in question was nothing less than a Gutenberg Bible, a superb two-volume set of the forty-two-line masterpiece printed at Mainz in Germany in the 1450s, and consigned to Christie's for immediate sale by the General Theological Seminary of New York. Though prospective buyers were allowed to examine the lot prior to auction, there were certain rules, and since the man's behavior that April morning was rude, Massey decided to enforce them. If Haven O'More wanted to see a cataloged item, he had to make an appointment.

"I wasn't worried about losing him," Massey said, "because if the book's good enough, they will always call back—they will *crawl*—if they really *want* the book." Once O'More backed down, though, the

two men shook hands and Massey showed him the Bible after all. O'More arrived at the sale a few days later with the noted San Francisco bookseller Warren Howell and was the underbidder on the Bible, finishing second to Bernard Breslauer, who paid \$2.2 million in behalf of the Württembergische Landesbibliothek in Stuttgart, Germany.

Had O'More prevailed, the Gutenberg Bible would have been included in the Garden Ltd. sale eleven years later, an auction Christie's made a determined effort to secure but lost "in straight combat" to Sotheby's. "I breathed a sigh of relief on that score," Massey said. "If there had been a Gutenberg Bible in there, it would have been a thirty-one-million-dollar sale. The way prices were that night? A perfect Gutenberg Bible? Who knows. I am just thankful they didn't have it, because that would have been unbearable!"

Exactly where such an impressive buyer had come from became the subject of wild rumor. Some whispered that O'More had worked for the Central Intelligence Agency during the 1950s and had been given a new identity; others said he had once been an actor. O'More had claimed to have written numerous scholarly articles and to have prepared highly sensitive evaluations for the government that were classified top secret. To others he spoke of having invented sophisticated weapons systems for the U.S. Defense Department. O'More was also purported to be a poet, an architect, and a philosopher. Some more concrete information, known by a few, was that he was president of a foundation in Massachusetts called the Institute of Traditional Science. However, a look at its organizational papers was not overly illuminating: the foundation was committed to the transmission of "pure knowledge." O'More had also bragged that he could read ancient manuscripts in Greek and Hebrew and was adept at several martial arts, including arcane skills once practiced by American Indian warriors in the Old West. That melodramatic pose did not seem to bother anybody much, though; what did disturb the old-line collecting community was O'More's brazen boast—that he was the greatest book collector alive.

Thirty-four city blocks away from Christie's, in modest offices at 104 East Twenty-fifth Street, Swann Galleries mounts about thirty auctions a year. No van Goghs or Renoirs are offered there, no Chinese porcelain,

no exotic tapestries—but solid values in books, prints, photographs, and ephemera. “You walk into Christie’s or Sotheby’s this afternoon with a fifteen-hundred-dollar book, and see what they say,” Stephen Massey said. “Lovely book, they will say, but sorry, we can’t take it.” But Swann’s will be delighted to take it on consignment. “Our bread and butter is the item that sells in the area of five hundred to two thousand dollars,” explained George S. Lowry, president of Swann’s. Partly because of this lower profile, Lowry got to see Haven O’More a few years earlier than the fancier houses uptown.

“Haven O’More arrived like a fireball,” Lowry recalled, speaking of O’More’s appearance on the book-collecting scene in the early seventies. “He absolutely lit up the sky. You pay attention when all of a sudden some smartly dressed guy you haven’t seen before is sitting in your gallery and spending serious money on books. The man came in with a ton of money, collected for ten years or so, and then disappeared. I’d been head of Swann three or four years when he came in with his glamorous wife and bought up a lot of books. Nobody knew who he was. I still don’t know, but I was impressed.” Lowry maintained that in some respects, O’More actually shaped the rare-book market. “He influenced it to the extent that people were orchestrating sales and catalogues they thought would appeal to him. If you’re in the business like me, that scares you a little bit. You get scared because here you’re dealing with somebody and you have no idea what’s going through his head. But I have to say this about him. He always bought what he wanted. He didn’t come to shop. He came to buy.”

Aside from his activity at auctions, O’More bought from book sellers like Hans P. Kraus and John Fleming of New York, and Warren Howell of San Francisco, three deans of the book trade. O’More also did business with Arthur Freeman of Bernard Quaritch Ltd. in London, and the bookseller Colin Franklin, near Oxford, England, both of whom became friendly with him.

Whatever his background or his manners may have been, as soon as it became evident that O’More was spending “serious money” on books, dealers were pleased to serve him and even perpetuate his myth. John Fleming, the New York bookseller who began in the trade as an associate of Dr. A. S. W. Rosenbach during the 1930s, sold O’More many treasures and acted as his agent at numerous auctions. Fleming

also introduced him to other important collectors, such as Arthur Houghton and William Scheide of Princeton, New Jersey. Houghton once invited Haven and Lorea O’More to spend a few days at his estate on Maryland’s Eastern Shore, according to Stephen Massey. In Massachusetts, where he took up residence in the late 1960s or early 1970s, O’More became a generous member of the Friends of Harvard College Library and attended dinners sponsored by Boston’s venerable Club of Odd Volumes. He traveled extensively, and everywhere he went he gained access and aroused curiosity. A curator at the University of Chicago’s John Crerar Library told me that O’More once pulled a rare book on the history of science from the shelves and made a single haughty comment—that his own copy was “far superior.”

For all his visibility, few felt they really knew the man, not the dealers who did business with him, not even the acquaintances who entertained him in their homes. Priscilla Juvelis, a bookseller who started working with John Fleming in 1979 and later opened her own shop in Cambridge, Massachusetts, said O’More was a total enigma. “Nobody knew anything about him,” she said, not even Fleming, “who probably sold him more books than anyone else.” She recalled what Fleming had ventured once about O’More’s boorish arrogance: “You have to forgive a man who loves books as much as Haven.”

The New York bookseller Justin G. Schiller agreed. He talked with O’More briefly at a reception given by Bernard Quaritch Ltd. during the first Arthur Houghton sale and met him occasionally over the next ten years, once traveling to Boston to see O’More’s William Blake materials. “Haven was a marvelous actor,” Schiller said. “To my mind, he was a modern visionary. He tried to assemble the great books of learning. Regardless of his ego, the man loved his books. What impressed me about him was that he knew the books that he owned with an obvious degree of intimacy. But we never talked philosophy, and I knew very little of his background. Nobody did.” And what was the source of the new connoisseur’s wealth? Schiller had no idea. “John Fleming once told me that he would happily pay fifty thousand dollars to know where Haven got his money.”

Stephen Massey was one acquaintance who developed a close friendship with O’More. After their first meeting in the Park Avenue lobby of Christie’s in 1978, they began to see each other socially. “I

would say I knew him very well," Massey said. "The truth is that I grew very fond of Haven. I used to see him whenever he came to New York at fairly frequent intervals. I'd have lunch with him on his own or with him and Lorea. I was upset when he told me he had to sell the books. He didn't tell me in so many words, but it was obvious that something was up. When he expressed some interest in the first Doheny sale, which we had in October of 1987, it was mild interest, and he didn't buy anything at all, so I knew then that something was not quite right. Soon afterward I heard he had dropped from sight."

In the summer of 1989, Massey was contacted by a Boston lawyer. "The man came to New York without identifying the name of his client at first, just saying he represented a partner in the Garden Ltd., and that they were looking for an appraisal prior to the dissolution of this partnership, which might require at some stage a sale of the Garden Ltd. This particular lawyer was exploring various angles about who should do an appraisal, and he came to us, among other people." The man accepted Massey's suggestion to assemble a team of experts that would include himself and several other specialists, and the appraisal was conducted in Boston, where the books were kept.

A terse press release announcing the sale in the fall of 1989 gave Haven O'More full credit for having "conceived and formed" the collection. However, a new player, a "private investor" named Michael Davis, was identified as the person who had "funded" it, to the great surprise of the book community. How such an unusual arrangement had come about, and what happened to break it up, remained a mystery. The right to mount the lucrative sale, moreover, was given to Sotheby's, the archrival of Christie's. Massey said this devastating turn of events came to pass because of a controversial innovation that became a major part of the auction business in the 1980s. "Sotheby's wrote a large check in advance," Massey said. "We valued the collection at nine million. That appraisal was accepted by everyone—including Sotheby's—but the lawyers for the Garden parties were lured in by a large check, a rather sizable advance of money in anticipation of the sale. I heard it was four and a half million dollars, half the appraisal."

Christie's had not offered an advance on the sale. At the time, it was against company practice. "I believe if we had been asked, we should have been prepared to do it, but we went out of the starting block

advising against it, which was our policy prior to 1989. Our feeling had always been that if you have a capital involvement with the goods that you sell, it's potentially damaging to the sale. That is the argument we made. We even brought Lord Carrington over from London for this proposal. We were received by a battery of lawyers in Boston from both sides. I was shocked when Sotheby's got it."

Up to that time, Massey had never heard anything about a man named Michael Davis. "But we heard about him pretty quickly," he added. "Up to now, the Garden was Haven O'More."

Added to the mystery of the man who "conceived and formed" the Garden library were the many ironies that emerged from the auction itself. Most remarkable, perhaps, was that the only time these great books were ever united as a collection was when they were about to be sold at Sotheby's. Prior to those few exciting days, when the collection was displayed for the examination of prospective buyers, all items had been kept in two bank vaults in Boston.

Only two sentences about O'More's financing partner appear in the Garden Ltd. sale catalogue: "Michael Davis is a private investor. He is the sole limited partner of the Garden Ltd., and provided the funding for the Garden's collection of rare books and manuscripts." The three lines were printed on an otherwise blank page. Haven O'More, by contrast, submitted a lengthy statement that provided some clues about his personality, and a few facts about his life. At the top of the page set aside for his statement was the photograph of a bronze sculpture. It was a face of Haven O'More. The eyes were closed, but not relaxed in sleep; the skin was taut, the lips drawn down, as if the person was engaged in deep mediation. Beneath the photograph appeared the following:

Haven O'More was inspired from almost the very beginning of his life by learning history, the Bible, and that he is a direct descendant of three of the most illustrious men of all time. Early readings, even before starting school, of Shakespeare, Milton, and the Bible, especially the New Testament in Greek with his father and mother, trained O'More to think and to feel in terms of high endeavor and noble service. His great aunt on his father's side was the family genealogist. She taught O'More as a child that he descends through his father from Haven

O'More the 4th century Celt king, poet-scholar, and warrior. Later he learned from her he also descends through his father from the saint and martyr, Sir Thomas More. Through his mother, he learned, he descends from General Thomas Jonathan ("Stonewall") Jackson.

O'More did not name his mother, his father, or the great aunt who served as family genealogist, and he did not say where any of them were from or where he was raised. He did not indicate where he went to school, though he did stress that for much of his life he had studied and mastered yoga, a practice which he described in some detail. He also explained that in his unremitting pursuit of knowledge, he had lived, worked, and traveled throughout the United States, Europe, the Middle East, the Far East, and Mexico. He stated that he had served two tours in the United States Army, one in Europe, another in Asia, and that he not only had worked at conceptual levels in the fields of higher mathematics and the general sciences, but in the analysis of linguistic structures as well, with special attention focused on Celtic, Middle Eastern, and Far Eastern philosophical foundations. Without naming any companies or institutions, he claimed to have worked as an engineer in the aerospace industry developing sophisticated programs of advanced computer design, logic, and general systems analysis, under the auspices of the Department of Defense.

More specifically, O'More stated that he was the founder and director of research, education, and publishing for an organization called the Institute of Traditional Science, a non-profit foundation specializing in the transmission of "pure" knowledge. He also founded SADEV, a publishing company based in New York and affiliated, he stated, with the Aperture Foundation, the well-known and widely respected publisher of art and photography. O'More emphasized that he was the originator, co-founder, and General Partner of the Garden Ltd. partnership. The name Garden, he added, comes from the Hebrew Et-HaGaN, meaning "The First Garden" ("The Enclosure," literally), a place where "all possibility is transcendent and equal to activity," and thus an appropriate designation for his library. O'More emphasized that from the beginning of his collecting activity he concentrated on acquiring material of the greatest rarity, in the most superb possible condition,

and with the widest and most consequential influence on the endeavors of men and women everywhere, embracing noble accomplishments from the earliest civilizations to the present.

Celestial motives, O'More implied, energized his scheme from the beginning. Speaking of himself in the third person, he said he

tried never for an instant to forget that ... such works are imbued with life-giving forces and intelligence: being intelligent, they stand most in the future while giving form and passion to the present, and sending a living light to the past ... For many years O'More has labored to ... open up the way to build a new sacred city which would serve all mankind from this time forward ... O'More's intention has always been to place the universal treasures he has collected ... in a great research library. Haven O'More has ... aimed that, through the library's mind-awakening holdings and activities, mankind would be newly inspired and illuminated in the necessary and all-important-way for the coming movement toward the stars.

Davis's and O'More's starkly contrasting biographical statements appear at the back of the catalogue, though O'More had his say at the front as well in the form of a ten-page prefatory essay titled "On the Mystery of the Book." There, he quoted freely from John Milton, Thomas Aquinas, Paul the Apostle, José Ortega y Gasset, John the Apostle, and Ecclesiastes. "Great or supreme works of the mind," he intoned, are the "spiritual heart pumping a life-giving blood through the veins of mankind, a higher blood before any physical blood, a spiritual blood providing purpose and continuity of meaning." Only by "touching, handling, reading, looking into, smelling—feasting on" the primary versions of these works is a person able to live and be one with the "very thing itself."

O'More proclaimed in summary that the collector of great books and manuscripts is the custodian of a family of "spiritual children," and that these blessed offspring are not merely beings of flesh and blood, but progeny conceived in the "Image of God." These cherished treasures, he declared, constitute the most precious inheritance of all mankind, as well as their "greatest hope and guide sent from the future." And how does one become such a collector? "More than anything, the collector is a lover," he concluded. "The collector is in love with reality or essence."

Apart from what one might surmise from his pomposity, his pretension, and his shaky diction, these two statements, written on the eve of the dissolution of a magnificent collection, raised in the minds of most collectors many more questions than they answered about Haven O'More. His "family of spiritual children," the "great love" in his life, was being broken up; privately, he had told a number of acquaintances that "they are forcing me to sell my children into slavery."

The morning of the sale, November 9, 1989, the late Robert L. Nikirk, librarian of the Grolier Club, and I took a cab to Sotheby's for a look at the books to be sold that night. As we moved through heavy East Side traffic, Nikirk speculated about the Garden collection. "There's something very fishy about this sale," he said. "What everyone is hearing is that Mr. Davis paid the bills but he never saw the books. Mr. Davis paid out millions of dollars, and he was never allowed to see his own books. How this happened nobody seems to know, but what I hear is that he was beguiled. Have you read what Mr. O'More says in the catalogue? That all these books were going into his cosmic library? The man obviously is a nut, but people who are crazy can also be very bright, and nobody denies that this man O'More has a feeling for books. But what was it? Something religious? Hypnotism? Brainwashing? Too many diet pills? These are the things people are asking, and they are quite serious. Nobody knows except Sotheby's, and they're not talking to anyone. It's unique in the history of book collecting."

Inside the huge auction house that occupies a full block between Seventy-first and Seventy-second Streets on York Avenue, the first session was still eight hours away, yet no fewer than thirty people were already in the third-floor exhibition hall, looking over the books. Though everything was locked behind glass doors, prospective buyers could ask to see certain items, and attendants would take them out for inspection. By themselves in Case 10A were the Shakespeare folios of 1623, 1632, 1664, and 1685, described aptly in the catalogue as "together the greatest books ever printed in English," and to be sold that night as one lot. Elsewhere were gorgeous incunabula, breathtaking illuminations, and sturdy classics; the first recorded printings of Boethius, Cicero, Euclid, and Plutarch; splendid editions of Copernicus, Ptolemy, Erasmus, Thomas à Kempis, Andreas Vesalius, John Milton,

and Montaigne; the editio princeps of Plato and Dante, an exceedingly scarce first issue of Proust, a presentation copy of Thomas Jefferson's *Notes on the State of Virginia*, a "great vellum notebook" kept by William Butler Yeats, a James Joyce manuscript, a journal kept by John Locke, an unpublished diary maintained by Vaslav Nijinsky, and a 1522 edition of Martin Luther's "September Testament," a superb folio bound in contemporary German pigskin and the only one to be offered at auction in the twentieth century. Everything was there, and it was dazzling.

David R. Godine, a Boston publisher and enthusiastic collector of early printing, sat at a table delicately holding a fragile quarto. He had removed his suit jacket, loosened his necktie, rolled up his shirtsleeves, and was scribbling notes on a pad of paper with a short stubby pencil. I caught his eye and we chatted briefly. "You know, if you haven't met Haven, there he is over there," he said softly, and nodded toward a corner where a well-dressed man stood alone with a dark-haired woman. I immediately went over and introduced myself. "A central thrust of my project is to demonstrate how collectors through history have been responsible for the preservation of knowledge," I said. "Without Robert Cotton, there would be no *Beowulf* or Lindisfarne Gospels; without Poggio Bracciolini there is no Quintilian."

Haven O'More looked me hard in the eyes as I spoke. "You know about the pharaohs and their libraries?" he asked. I do indeed, I told him; they are mentioned in my book. "The Greeks at Alexandria?" Of course, I replied, such a study would be incomplete without them. "Books to me are very alive, and very necessary in human existence, and what goes *beyond* human existence," he said, and I nodded. "I love these books very much. I have written about the collection and I will write more. But my statement is in the catalogue."

At that point, three Sotheby's officials stepped up. They were quite agitated. "We told the press no interviews," one of them said. "We were clear on that." Before complying with their demand to leave the table, I shook hands with O'More. He gave me his card and suggested that I write him. In the weeks and months that followed, I pursued him but he never responded, and we had no further contact. I did speak once with his wife, who informed me that her husband had not been well and had been undergoing therapy for an ailment she did not specify.

Later that evening, two hours before the first lot was scheduled to be sold, people began arriving for an elegant reception that Sotheby's had arranged for booksellers, preferred customers, and assorted bibliophiles, a festive event that allowed everyone to loosen up with a couple of cocktails before business got under way. "Fireworks are at hand," David Redden said confidently as the opening drew near. "There is tremendous excitement, the mood is absolutely electric. All the right people are here and we have some wonderful left bids." ("Left bids" are bids on various lots entrusted to the auctioneer by people who choose not to attend the sale or to bid anonymously by telephone; the auctioneer will make offers from the podium in their behalf up to the maximum amounts they have specified.)

A revolving dais had been set up on a small stage at the front of the gallery to showcase book lots as they were announced; above the stage an electronic tote board kept track of the bidding in seven currencies: the American dollar, the British pound, the French franc, the Japanese yen, the German mark, the Swiss franc, and the Italian lira. Several television cameras were poised to record the proceedings, and twenty-three telephones were in place to handle the outside bids.

One level above the gallery, in a cubicle that overlooked the proceedings, Haven O'More sat behind a tinted window and watched as his "family of spiritual children" was sold off. At the front of the hall, just a few yards away from chief auctioneer John Marion, a young man—Michael Davis—kept a running log of the results as they were displayed on the scoreboard.

Sotheby's had projected gross receipts of \$9 million, but those giddy estimates were rendered irrelevant in fewer than sixty seconds. The very first lot that came up, an Egyptian papyrus scroll containing three chapters from *The Book of the Dead* and featuring a stunning illumination of Osiris, sold to H.P. Kraus, Inc., of New York, for \$187,000, almost four times above the upper estimate; O'More had bought the three-thousand-year-old panel from Colin and Charlotte Franklin of Oxford, England, in 1982. In lot after lot, similar contests were joined, with similar results. David Redden's optimism had been justified; there was tremendous enthusiasm and the mood was, indeed, electric.

The four Shakespeares were sold for \$2.1 million to the New York collector Richard Manney—a million dollars above the upper estimate.

Enthusiastic rounds of applause broke out as that gavel and the one concluding the auction sounded. In each case, Michael Davis stood in the front row and led the ovation. Later that night, he celebrated by throwing a party for his friends high above Manhattan in the elegant Rainbow Room at Rockefeller Center.

Four hours after the final lot was sold at Sotheby's on November 10, 1989, the thirteenth annual Boston Antiquarian Book Fair was admitting a long line of waiting customers, a good number of them booksellers and collectors who had rushed up from New York to make the 7:30 P.M. opening. Richard Manney, the proud new owner of the Garden Shakespeare folios, was searching through various stalls for less costly finds. Booksellers Anne and David Bromer, buyers of several lots in the final Garden session, arrived at their booth with fifteen minutes to spare. "The glamour of a big sale is wonderful," James Cummins, Richard Manney's agent, said while tending his stand, "but this is the meat and potatoes of the business."

Though the gross receipts for the Garden sale were about half the numbers recorded for either Doheny or Martin, Stephen Massey considered it "by far" the "more perfect" sale. "You get it in July and you sell it in November," he explained with brisk precision. "You do it in two sessions, one at night, one the next day; in and out, one catalogue, gone. With Doheny and Martin you had thousands of lots. If you examine those catalogues, you will certainly see some extraordinary items, but added to those extraordinary items are the real cement-around-the-ankles kinds of things, tons and tons of bulk. And those tons of bulk cost time and money. Now look at the Garden. Three hundred [remarkable] lots. Everything the best, just giant. A magnificent collection."

Massey shrugged. "Say what you will about Haven," he said, "but he bought only the best."

Colin Franklin, a prominent publisher in London for twenty years with Routledge and Kegan Paul before deciding to become a full-time antiquarian bookseller in 1970, has written extensively on printing and fine-press works. Unlike most booksellers, he collects for his own pleasure. "Everything I sold Haven, except for one Yeats manuscript which

he asked me to get for him at an auction, I had owned privately,” Franklin told me.

As O’More bought more and more material from him, a friendship developed. Franklin recalled that Haven and Lorea O’More were “very kind” to him and his wife, Charlotte. “We enjoyed their hospitality in Acapulco, and at their home in Arkansas.” He had taken note of O’More’s philosophical aspirations. “It was important to him to project that, and I have no doubt that his greatest satisfaction would have been to be accepted as a man of deep wisdom,” Franklin said. “The interesting thing about him was that, as we now know, he was a man who pretended to some extent. Though I’m not dismissing him as a pretender in philosophy because I’ve had many talks with him—philosophical talks, if you like to use a grand phrase. I would find him stimulating but totally exhausting, and so vain as to be totally impossible and ridiculous. But of course it was very important for him not to seem ridiculous. To be taken totally seriously was very important in his life.” Yet Franklin was always willing to give O’More the benefit of any doubt. “From his conversation you would imagine that he read Plato in the original with some ease, and Homer, and so on,” he said. “Now, it would not surprise me at all to learn that he didn’t know Greek at all. But I may be wrong,” he hedged.

Though Franklin thought he knew O’More well, he too said he was surprised to learn that there was a silent partner. He had never really probed him about the source of his wealth, but O’More had given him the impression that he was a self-made man with a genius for investment. “He mentioned something he’d invested heavily in. It may have been totally fiction, or it may have been true. I have no idea. In other words, he gave the impression he was buying with his own money. And he lived fairly high, but you don’t have to be rich to live fairly high.”

Franklin acknowledged that when he learned at the time of the sale that O’More had been “using somebody else’s money” to build the Garden collection, “it was a little disillusioning” because what had intrigued him most about the man was his attitude toward money. “The impression he gave was an interesting one; the reality turns out to be not so interesting. The impression he gave was that he was a kind of philosopher-king, a person who had the ability to think when he chose, and live the philosophical life, and then, when he chose, to turn that off, and to turn on the money-making tap. If he needed another supply

of money, well, he would just tune in to that wavelength, and make what money he needed. And then he would turn it off again, and come back into the philosophical mode, and buy what books he wanted. It was an impressive scenario, and I believed in it.”

O’More also led Franklin to believe that he had written a hundred or more learned manuscripts over the previous twenty to twenty-five years. Nothing seemed to be published, though. O’More had shown Franklin a slim book of poems, entitled *Sacrificial Bone Inscriptions*, and there were a few short pieces in some photography books. “It amounted to but one slender thing, really, and he showed it to me with such great pride. I think that he had considerable fear of going into print and of not being recognized as the guru he would have us think he was. And *that’s* why he wouldn’t go into print,” Franklin speculated charitably. “Perhaps he felt that anything printed and subject to public scrutiny would show him to be the man he didn’t wish to seem.”

Along with the show of deep learning, Franklin noticed that it was important to O’More to project a youthful air. “One great vanity of his was that he should seem very young,” Franklin said he saw through this, estimating O’More to be in his sixties during their acquaintance in the mid-1980s. “It would seem that he would have us think he was forty-five for such a long time.”

Once he learned the circumstances of O’More’s collecting, Franklin said he felt “let down” by the man. “I realized that there had been some deception in our relationship. This man had pretended to be something he wasn’t. And I thought I was the one who cared for him.” Franklin shook his head slowly. “It’s always humiliating when you are exposed,” he said sadly. “When you are shown to be a lesser man.”

Though few people knew it at the time, the real reason for the Garden Ltd. sale was not, as one Sotheby’s official had asserted, because “two collectors have decided to split up and go their separate ways.” In fact, the sale had been ordered by a superior court judge in Massachusetts after hearing evidence so explosive that it later would be sealed when I sought legal access to examine it.

On the first day of the sale, three Sotheby’s officials had told me that I could not talk to Haven O’More anywhere inside their auction house. Why? They would not say. When I introduced myself to Michael Davis after the last lot had been hammered down, he told me



to talk to his lawyer and walked away. It was apparent that there had been a major falling-out, and the obvious place to start looking for information was in the city where each of the partners had lived.

The week after the sale, I turned up traces of a lawsuit, *Davis vs. O'More*, in the Middlesex Superior Court for the Southern District, in Cambridge, Massachusetts, but was not allowed to see any of the files. Judge Katherine Liacos Izzo was assigned to the case. When I asked to meet with her, the clerk suggested I come back in two weeks. When I did so, I was told that Judge Izzo still had the matter "under advisement." This seemed odd. When I had first walked into the courthouse two weeks earlier, I had gotten a copy of the case log known as the docket sheet, and it clearly showed that the proceeding had been discharged five months earlier, resolved to the apparent satisfaction of all parties. How could it still be under advisement?

On December 14, 1989, I formally asked the chief administrative justice of the trial court of the Commonwealth of Massachusetts to intervene and allow me to see these public documents. A month later, an attorney in Judge Arthur Mason's office informed me that "the case has been impounded and is not available for public inspection." Frustrated but intrigued, I went back to the Middlesex County Courthouse and asked to see the file once again. I was not surprised to be told the case was now sealed. I then wandered into the room where the dockets are stacked and found that the seven pages I had been allowed to copy two months earlier had been replaced with a single sheet of blank paper. The case number, 88-635, was at the top with the word "impounded" written in longhand. Even the name of the proceeding, *Davis vs. O'More*, had been removed. Obviously, my poking around had prompted the parties to put the entire matter under wraps, and Judge Izzo inexplicably had complied. In an instant, the record of whatever had transpired in courtroom 7A from January 29, 1988, to July 5, 1989, was now forbidden material. But unbeknownst to them all, I still had a certified copy of the original docket sheet. And all this heavy-handed secrecy had roused my curiosity even more.

Michael Davis, the suddenly-taboo summary sheet revealed, was the plaintiff in an action started in 1988 to dissolve a partnership. Davis brought suit against O'More, individually, and in his capacities as an officer of the Institute of Traditional Science, the Garden Ltd., and the Dolphin Realty Trust. The first order of business of Davis's suit had

been to seize the estimated \$10 million book collection, which was being held in the vaults of the Bank of New England and the Boston Safe Deposit Company. The court also authorized an attachment of O'More's personal property, estimated to be worth another \$2 million. Nineteen motions were submitted and approved on January 29, 1988, the day the action began. Representing Michael Davis was Hale and Dorr, regarded by many as the most prestigious law firm in Boston. Five lawyers were listed as counsel for plaintiff. Haven O'More had retained Widett, Slater & Goldman, also of Boston; three lawyers were identified as appearing on his behalf. Two others were listed as counsel for the banks holding the rare books.

In addition, the receipt of an affidavit from Dr. Thomas Gordon Guthel was recorded. Dr. Guthel, I soon learned, was president of the Law and Psychiatry Research Center in Brookline, Massachusetts, and director of the Program of Psychiatry and Law at Harvard University Medical School. A nationally recognized authority on forensic psychiatry, Dr. Guthel was the coauthor of *Clinical Handbook of Psychiatry and the Law*, a standard text on the subject first published in 1982 and issued in a second edition in 1991. He was the editor of a 1991 book, *Decision Making in Psychiatry and the Law*, and had written ninety professional articles and contributed twenty-two chapters to books. He was a member of the American Academy of Psychiatry and Law and the International Academy of Law and Mental Health.

Michael Davis, my research disclosed, was the son of Leonard and Sophie Davis, who met during the 1940s as students at City College of New York. Leonard Davis became a successful businessman engaged in a variety of enterprises, including Colonial Penn Insurance Group and Play-Pix Productions, Inc., producers of stage and film dramas. He was also principal owner of National Telefilm Association, which in the early 1960s sold WNTA-TV Channel 13, a New Jersey television station. In 1972, Leonard Davis received an honorary degree from the University of Pennsylvania, a tribute frequently bestowed on major donors. On May 13, 1975, the *New York Times* reported that Leonard Davis, class of 1944, had given \$2.5 million to his alma mater toward the construction of a \$5 million performing arts center, Aaron Davis Hall, housing the Leonard Davis Center for the Performing Arts. Another article described the gift as "the largest contribution by a living person to a unit of the college."

On the strength of these findings, it was evident to me that Michael Davis had been persuaded or, more likely, pressured by his family to break his legal relations with Haven O'More by bringing the suit.

I unearthed the original Garden Ltd. partnership papers almost by accident. Since the thrust of *Davis vs. O'More* was to break a partnership, the documents had to be recorded somewhere showing that such an alliance had been formed. Curiously, none was on file in the Massachusetts Secretary of State's office, which seemed odd, since both men lived in the state and the court action took place there. Among all the records of the real estate transactions near Harvard Square of Michael Davis and Haven O'More in the Middlesex County Registry of Deeds office, I found a scrap of legal miscellany recorded in 1985. It showed that Haven O'More, the owner of a condominium unit at 14 Concord Street in Cambridge, had granted Haven O'More, general partner of the Garden Ltd., the right to use parking space number 19, which adjoins the building. The transaction was nothing more than a routine formality, but in executing it, the Garden Ltd. was identified as "a New York limited partnership" with "a post office address of c/o Aperture, Elm Street, Millerton, New York."

Limited partnerships in New York are not recorded in Albany, the state capital, but in the various county seats. Millerton is in Dutchess County, ninety miles north of Manhattan, and maintains administrative offices in Poughkeepsie. And it was there, in the county clerk's office, that I found the Garden Ltd. partnership certificate. The Garden Ltd., it shows, had been established on December 9, 1983, as an association formed "primarily to write and develop new manuscripts, to rewrite, edit and publish manuscripts, and to hold and collect rare books and manuscripts." Haven O'More was listed as "sole general partner," and Michael Davis the "sole limited partner."

Michael Davis, the certificate disclosed, had contributed to the partnership "marketable, listed securities" then valued at \$10.5 million, subject to bank indebtedness of \$2.35 million, which the partnership assumed, and rare books valued at \$6 million. Nothing in the agreement suggested that Davis was seeking a rapid return on his stake in the partnership. Davis had locked himself into the partnership "until the close of business on June 16, 2029." By then, Davis himself would be very elderly, and O'More—twenty-five years older than Davis—would

be well over 100, and in all probability deceased. Davis, moreover, was forbidden to "sell, assign, encumber or otherwise transfer" any part of his interest in the partnership to anyone else, and no time was set forth for the return of his contribution. Furthermore, no other general or limited partner was allowed to become involved without the consent of Lorea O'More, who was the only person permitted to become general partner and to continue the partnership in the event of the death, retirement, or insanity of Haven O'More. The partnership's bills would be paid out of the first \$100,000 in dividend income earned each year; Michael Davis could have 25 percent of whatever was left over as an annual allowance.

So Davis had given O'More nearly absolute control over more than \$13 million—\$7.7 million in negotiable securities and \$6 million that already had been spent for rare books—and had done so without even signing his name. Only one signature appears on this certificate, that of Haven O'More, who executed it "on his own behalf and as Attorney-in-Fact for the Limited Partner." On the same day the partnership was formed, Davis had granted an irrevocable power of attorney to O'More, making him his "true and lawful agent and attorney-in-fact, with full power of substitution, in his name, place and stead to make, execute, sign, acknowledge, deliver and file on behalf or in respect to the Partnership" any documents that would have any bearing on the Garden Ltd. In effect, O'More was granted total authority to handle Davis's partnership affairs for the rest of his life and beyond it as well, as it remained in force even after Davis's death.

A year later, in October of 1984, the partnership certificate was amended to allow Michael Davis's contribution to be increased from \$13.7 million to \$17,001,589.78, the additional money being "cash in the amount of \$4,105,589.78." In return, Davis was allowed an increase in allowance; he now was permitted to withdraw up to \$100,000 a year for his personal use. Once again, the only signature is that of Haven O'More, signing for himself and as attorney-in-fact for Michael Davis.

In 1983, Haven O'More had been living in Massachusetts for at least ten years. Michael Davis was then listing his legal residence as Grantham, New Hampshire, where there is no state income or sales tax, though other documents show that he also lived next door to the O'Mores in Cambridge. All the rare books they bought were being kept in Boston bank vaults. Yet the certificate of limited partnership located their principal

place of business as Millerton, New York. No telephone number for their partnership was listed in the town, nor did it appear that O'More or Davis ever actually conducted business from there. An Aperture executive acknowledged that the Garden Ltd. never had offices at the Elm Street address they cited either. So why had the Garden Ltd. used a small community more than a hundred fifty miles from where the principals lived as the legal address of their partnership?

Most states have laws requiring that certificates of partnership be announced over a period of weeks in the classified advertising pages of local newspapers. Establishing the Garden Ltd. in Cambridge would have meant publishing such a detailed declaration—including the power of attorney agreement—in a Boston publication in which the arrangement was likely to be noticed. But by establishing a “mail drop” in Millerton, the Garden Ltd. could satisfy these requirements with notices in the *Poughkeepsie Journal* and the *Millbrook Round Table*, regional newspapers with modest circulations that do not extend east into New England or south to New York City. Thus, nobody in the antiquarian book world—and nobody in the Davis family, for that matter—would have been likely to learn about an arrangement giving Haven O'More unrestricted use of more than \$17 million of Michael Davis's money.

When the partnership was formed in 1983, some \$6 million already had been spent on rare books, all of it furnished by Michael Davis. O'More and Davis had been in business together for quite some time before that, however. Nine years earlier, in September 1974, the two had established the Institute of Traditional Science, Inc., as a non-profit, charitable corporation “to explore the knowledge and learning of ancient civilizations,” and to “study the applicability, relevance and relationships of such knowledge and learning to contemporary life in its broadest scope, encompassing inter alia the contemporary areas of religion, the physical and biological sciences, medicine-nutrition, and philosophy; and to transmit this knowledge and learning and the energy stored in these ancient works to the present time period and to future generations.” To these ends, the institute would “establish libraries and archives of relevant published books and materials, unpublished manuscripts and other study materials for use by researchers, students and scholars of Traditional Science.” Haven O'More was listed in the incorporation papers as president, his wife as treasurer, and Davis as clerk.

At about the same time, O'More and Davis had formed yet another entity, the Dolphin Realty Trust. This entity promptly began buying up property on Concord Avenue and Garden Street in an area adjoining their homes in Cambridge known as Arsenal Square. Perhaps, as O'More asserted in the Sotheby's sale catalogue, the name of the Garden Ltd. was inspired by a Hebrew word for enclosure, but maybe it had something to do with Garden Street as well. The properties created a triangular lot of about one and a half acres, and it was here that their library was to be built. But it was a doomed project. Cambridge, it happened, is very particular about its historic preservation regulations, and records show that in his haste to build his “sacred city,” O'More did not secure proper permits in tearing down several old buildings protected by the Cambridge Historical Commission.

O'More's efforts to proceed met with strong neighborhood opposition. One resident, Albion T. Sawyer, led a 1978 petition drive called the Arsenal Square Moratorium to prevent construction. Rumors swirled that Dolphin Realty Trust was a front for Harvard University, crudely seeking to expand its territory, a sensitive issue in a city where Harvard and Massachusetts Institute of Technology already own major parcels of tax-exempt real estate. The Planning Board became involved, the City Council was drawn in, meetings and hearings were held, votes were taken, orders made and renewed. The project was put on indefinite hold, and never got beyond the planning stage.

“There was a feeling out there that Haven O'More was a straw for Harvard,” Dr. Owen Gingerich, professor of astronomy and the history of science at the nearby Harvard-Smithsonian Center for Astrophysics, recalled many years later. An ardent bibliophile in his own right, Dr. Gingerich was widely recognized as the world authority on the publishing history of Nicolaus Copernicus's *De Revolutionibus Orbium Coelestium*, a circumstance that first brought him in contact with O'More. He knew O'More as well as anyone at Harvard during the 1970s and 1980s, and followed the Arsenal Square controversy closely. “Of course it wasn't true at all, it was quite preposterous; Haven had nothing at all to do with Harvard, but the people in the neighborhood wouldn't believe it.” Finally, O'More abandoned his dream. If his great library was going to go up, it would not do so in Cambridge. Gingerich said he heard stories that O'More “actually talked about putting the library into a space

capsule and putting it into orbit,” and failing that, “he would move everything down to Arkansas,” where Lorea O’More was from, and where the couple maintained a second home.

In 1988, while *Davis vs. O’More* was being argued in Judge Izzo’s court, an “unrestricted” grant of \$221,142 was made by the Institute of Traditional Science to the Leonard and Sophie Davis Foundation of West Palm Beach, Florida, an entity of considerable assets and numerous philanthropic activities, chartered in New York State in 1961 for the purpose of helping Jewish charitable, religious, and educational organizations. Mr. and Mrs. Davis, and their son, Michael Davis, were listed in federal tax documents as officers. The transfer, apparently, was part of some overall settlement between the Davis family and O’More. In 1991, the Institute of Traditional Science elected new officers. That year, too, properties owned by the Dolphin Realty Trust in Cambridge were offered at a public auction, and the large lot of open land once intended as the site of O’More’s “great research library” was sold for \$1.2 million. Michael Davis was permitted to withdraw from the Garden Ltd. partnership, and was replaced by Lorea O’More. The fabulous Garden sale would be just one intermediate act in the severing of the financial, if not the spiritual, bonds between Michael Davis and Haven O’More.

Haven O’More craved books in the most flawless condition, books of the greatest consequence. But just as much, according to the people who came to know him, he craved recognition. For many, it was his least endearing characteristic, even to his closest bookseller friends—his insistence on being recognized as the greatest book collector alive. He had declared as much, often, in the company of collectors who were undeniably great, people like William H. Scheide, Arthur Houghton, Jr., and Sir Geoffrey Keynes. “That is precisely why Arthur Houghton found him so insufferable,” Stephen Massey said.

O’More routinely sought the company of the rich, the famous, and the eminent. Nicolas Barker, longtime editor of *The Book Collector* and for many years deputy keeper of rare books at the British Library, wrote in a four-page foreword to the Garden Ltd. catalogue that he was introduced to O’More at the house of Sir Geoffrey Keynes sometime around 1979. The late Sir Geoffrey Keynes (1887–1982), the

younger brother of John Maynard Keynes and an honorary fellow of the British Academy, was the son of a Cambridge don, a bibliographer, and the world’s leading authority on William Blake.

He was also a great collector, with a library, now at the University Library, Cambridge, that is “matchless in the history of science and medicine,” according to Barker. Both O’More and Keynes “were excited” by their common interests, Barker wrote. “It was as if they had been conversing, without knowing it, for a long time, and . . . their first [meeting] had released a fund of enthusiasm that both found compulsive.” O’More’s “excitement was almost tangible . . . the idea of the collection itself, the idea of a reliquary, a shrine, that should preserve and at the same time divulgate all that these writers had stood for and brought about by their words—this clearly electrified him.”

During the first of two interviews I had with Barker for this book, I asked him to elaborate on this published statement. “I met O’More just that one time, at the home of Keynes,” he said, and explained that he wrote the foreword not as a gesture of friendship, but after being telephoned in England by Sotheby’s officials with an urgent plea for help. “The essence of the conversation was that they couldn’t send out a catalogue of some of the greatest books in the world without an introduction that their customers could understand. They asked if I could do it, and I agreed. Everything I know about the man is in that catalogue.” I asked Barker to rank the Garden Library. After some thought, he said, “It’s a collection of great books. I don’t think it’s a great collection. It doesn’t seem to me to have anything that I would call a focus at all other than this vague concept of greatness, which obviously means something to Mr. O’More. It’s what’s called ‘high-spot’ collecting.”

The New York bookseller Justin G. Schiller was introduced to O’More during the first Arthur Houghton sale after they had competed for a hand-colored copy of William Blake’s *Songs of Innocence and of Experience*, one of only three copies known. “Blake is my passion,” Schiller explained. “As a child, I learned many of the songs of innocence, and it was a book I never dreamed of owning.” Schiller had gone to England in June 1979 to operate a booth at the London Book Fair, not to buy at the auction. “I did go to the viewing a few days before the sale, though, and came across the Blake quite by accident. I didn’t want to look at it because I have this internal passion that drives me, and I

can be a very possessive book person. So I resisted looking at it, but when I did, I went bonkers. When I got back to my hotel room, I began to reconstruct on paper all the rare books I own, and to put them under the categories of certain customers. Then I started making transatlantic telephone calls. I was able to get pledges from three of my customers against things that I own. I figured my absolute top bid could be sixty five thousand pounds, one hundred sixty thousand dollars, which is more than I ever spent on anything."

The estimate for the lot was £30,000, which gave Schiller what he thought was adequate breathing room. He engaged the services of Quaritch Ltd. to bid for him, and stayed away from the gallery. "I was manning my booth at the fair when I was told it went for £70,000. First, they told me we didn't get the book; second, that they now had a terrible situation that had developed because there was this man Haven O'More who was the buyer of the book, and he was outraged at being pushed to pay £70,000. He was a good customer of theirs, and he was demanding an explanation. He wanted to know why they were bidding him up. He would not believe there was an underbidder, and Quaritch needed permission to tell Haven my name." Because Schiller agreed to this, he was invited to a cocktail party, where he met O'More. "By then, he was all gusto and bluster. Now he was saying he would have paid anything to get the book."

Their mutual interest in William Blake brought both Schiller and O'More in contact with Keynes. Schiller said he learned that O'More had "ingratiated himself" with the aging bibliographer by offering to underwrite the publication of some Blake facsimiles, which in fact took place. That statement is corroborated by Keynes himself in his 1981 autobiography, in which "Dr. Haven O'More, founder of the Institute of Traditional Science in Boston," is identified as the "main benefactor" of the Blake project. There is no hint of warmth or friendship in either of the two references Keynes makes to "Dr. Haven O'More." The last time Schiller saw Keynes, Keynes said to him, "Let me show you something special," and led him to "a couple of Blake oil paintings on copper that left me speechless. Then he said, 'Your Dr. O'More will *never* see these.' It turned out that he despised Haven. Geoffrey couldn't stand a braggart, particularly a braggart who tried to outbrag him."

Another New York City bookseller, Fred Schreiber, a dealer in early printed books, told me about an April day in 1979 when Haven O'More called to ask if he could see two items that were listed in his recent catalogue. "I was working out of my house in the Bronx at the time," Schreiber said. "Everyone in the business was talking about this man, and I agreed to meet him."

About six hours after O'More said he would arrive, the doorbell rang at Schreiber's house. A woman said, "Dr. O'More is outside in the limousine. Can he come in and see the books?" Schreiber said he could, and the woman, O'More's wife, Lorea, returned to get him. "O'More came into the house holding my catalogue, rolled up, and slapping it in his palm. He then started jabbing me in the chest with it. 'Do you know who I am?' he said, 'I am Dr. O'More,' and he was emphasizing the *Dr.* 'Do you know what I do?' he went on. 'You are a book collector,' I answered. 'I am not just a book collector, I am *the* book collector.'"

Schreiber then showed O'More the books he had requested. One was the first printed edition of Aristotle's works in Greek, 1495, which he had listed in his catalogue for \$4,500; the other was a second edition of Plato, 1534, printed in Basel, for \$1,500. O'More said he wanted them, but insisted on a 40-percent discount. Schreiber refused and reached out to retrieve the books from O'More. "It was like a tug of war," he said. "I'm holding them, he's holding them, we're pulling back and forth. Then he said, 'All right, all right 30 percent. Give me 30 percent, and you also get my good will.' I asked him what that meant. He said, 'I am the greatest book collector in the world. My good will is important to you.' Finally, against my better judgment, I agreed to give him 10 percent."

When their business was concluded, O'More asked to see Schreiber's stock of books, which was kept in a converted attic. The Ph.D. diploma in classical philology Schreiber received from Harvard in 1970 was hanging on the wall. "'Oh, Harvard,' O'More said when he saw it. 'I've gone beyond Harvard; I've got three Ph.D.s myself.' I was mildly curious about this, and I asked him what his degrees were in. He said the classics, physics, and some other field that I can't remember. Then he said that he spoke twenty languages fluently. Being a philologist, I was interested in this as well, and I asked him which languages. 'Which ones do *you* know?' he said. When I replied, 'Naturally I know Greek and

Latin,' he interrupted me and said, 'I never studied *those*,' and changed the subject. When I heard that, I knew something wasn't quite right because a Ph.D. in classics presupposes fluency in Greek and Latin."

Ten years later, when Schreiber read O'More's preface to the Garden Ltd. catalogue, he was amused to see his suspicions confirmed. O'More's opening sentence involved a "contemplation of three words"—the Latin phrase *magnae mentis opera*—which he translated as "great or supreme works of the mind." O'More called it the "underlying principle controlling the inception and guiding of the formation" of the Garden collection. The only problem is that he got the Latin wrong. "What the phrase actually means is 'works of a great mind,'" Schreiber said.

*Sacrificial Bone Inscriptions*, a slim book of poetry written by Haven O'More, was published by SADEV, the imprint of the Garden Ltd., in 1987, and distributed by the Aperture Foundation. (The Aperture Foundation was established in 1952 by a group of leading photographers, Minor White, Edward Weston, and Ansel Adams among them, to publish their works and to serve as a forum of ideas.) It amounts to a preface, seventeen compact poems, and a coda. It had been offered for sale in several Aperture catalogues as a SADEV book under a New Age category. Printed in Verona, Italy, by the noted firm Stamperia Valdonega, and with type designed by Giovanni Mardersteig in an edition of 750, O'More's modest collection of verse is a handsome production, flush with revealing, if rather disturbing, poetic sentiments.

Man, he declared in his preface, "must submit to sacrifice" in order to have "existence in the first place." Elsewhere, he asserted that to "taste death's full sweetness" there "must be life's fire on blood and flesh." In the coda, he declared that only "by **killing** all that is appearance and **dying** to it is **death** fully tasted." Life, he insists, must "be chewed to the limit" in order to "possess **death**—the gateway to eternal life."

When SADEV published the poems, it also issued a nineteen-page pamphlet entitled *Delighting All Who Pay: An Essay on Haven O'More's "Sacrificial Bone Inscriptions,"* by David Waxman. The essay gushed with praise for O'More the poet. "It is hard to resist poetry of such sinuous elegance," Waxman wrote. "We are dealing

with a mystery: poetry at once dense and fluid, a synaesthetic breath-canvas flashing with the spectrum of tone and mood and color—but focusing to what?" The collection is "deeply pensive," "nobly high-minded," "*thoroughly oracular*," "totally original," filled with "charm and genius," "triumphant," and "transcendent." It is, Waxman asserted, a "textbook of Sacrifice" in which "we are necessarily forced to energy." Understanding the message is difficult but challenging nonetheless: "If you would really get at *Sacrificial Bone Inscriptions*, then memorize it! Inscribe its pattern in your bone; let its poetry dwell and speak within you." Extracts from the essay were printed in Aperture catalogues and appeared on the dustjacket of the book.

The other SADEV publications mentioned in Aperture's New Age backlist were two books of photographs. One, by Marilyn Silverstone, an ordained Buddhist nun, was described as "visions of India and the Himalayan Kingdom." Titled *Ocean of Life*, it was issued in 1985 with the help of a grant from the Institute of Traditional Science. *Markings*, published the following year, featured "sacred landscapes from the air" by the noted aerial photographer Marilyn Bridges. Haven O'More wrote prefaces for both.

David G. Waxman is a bookseller in Great Neck, New York, whose business card once stated his specialty as "the best minds in the best editions." He acknowledged in an interview with me that he wrote the essay at the request of O'More, but his "only regret is that I didn't make it stronger, that I might not have done the work sufficient justice." Waxman's friendship with O'More began in the early 1970s, when he was a student at Brandeis. He said he knew Michael Davis during that time as well, having "had some interaction with him," but knew nothing of his partnership in the Garden Ltd. "One should not think that O'More was a man without accomplishment prior to this partnership," Waxman stressed. "It was my understanding that he was an accomplished man, and he was a book buyer in advance of this partnership." He said he believed O'More lived "somewhere in the Midwest" before moving to Massachusetts in the late 1960s or early 1970s.

Waxman acknowledged that SADEV is *Vedas*—the ancient ritual and philosophical treatises of India written between 1500 and 500 B.C.—spelled backward. Regarding the given name of Haven O'More, Waxman said: "I would say that what is essential here is not the personal

details; what is essential is what he tried to do in forming this library, and the great intellectuality which lies behind it. Now, you can get caught up in gossip mongering, but all that is basically irrelevant. What is important is the fact of his collection, the fact that he was trying to set an example for the book-collecting public and what it means to be a book collector, the kinds of things it is important to get involved in."

Despite all the unexplained contradictions that subsequently surfaced about O'More, Waxman said he still "cannot emphasize too much that I consider him a very great writer," even though O'More had published only one book and written a few forewords for photography collections that have been underwritten by the Institute of Traditional Science. "People apparently don't really understand where he is coming from, what he is trying to do. *Sacrificial Bone Inscriptions*, let me say, for those who will work with it, evidences the very highest level of intelligence. It is not what it may seem on first reading. It is really exquisite, and poetry of the highest intelligence"

Waxman was not the only person who regarded O'More as a man of brilliance and accomplishment. Arthur Freeman, an American who taught for fifteen years at Boston University and Harvard before moving to London to work as a bookseller for Quaritch Ltd. in the 1970s, had been acquainted with O'More in both the United States and England. The first he heard of O'More's financial partner was at the announcement of the Garden sale. As for O'More's background, he said, "There *is* a 'Dr.' before his name, you know, and it was earned." I asked Freeman where O'More had earned his doctorate. "It could have been Brandeis or Berkeley, or maybe Oklahoma," he suggested. But officials at these schools—as well as universities in Arkansas, North Carolina, and Texas—carry no record of a Haven Moore or Haven O'More.

The whiff of New Age guru in O'More's available writings was also confirmed in part by a native New Yorker who was then working for an antiquarian bookseller in London, and from 1977 to 1987 was office manager for the bookseller John Fleming. She agreed to discuss what she knew of the man on condition that her name be withheld from this work. We talked over lunch one day at a pub on Jermyn Street not far from her office in Westminster. She recalled frequent visits to Fleming's shop by O'More. "Haven was quite a character," she said. "We always kept a bottle of his favorite Greek brandy on hand, and whenever he came, he'd drink the whole thing. There were times when he'd spend the night, but that

was no big deal, because we were used to putting up with a lot of eccentric people. John Fleming's place was famous for that."

O'More wore an unusual ring, "a big chunky ring, like a class ring," the woman recalled. "I asked him what it was, and he said it was the symbol of his Institute of Traditional Science. I asked him what traditional science was, and he didn't say anything." Whenever O'More spent the night, he would begin each morning with elaborate yoga exercises. "He had this dark blue robe he would wear, and he'd sit in the middle of the floor. John had the kind of place where all kinds of people were always passing through, people coming and going. One time Benny Goodman came in and began to rehearse. He was playing the clarinet while Haven was doing his yoga, and it was like Haven didn't even know he was there. I also remember that when he wasn't doing yoga, he was staring at himself in the mirror. The guy was a real kook."

Around 1984, O'More gave the woman instructions to send all future invoices for book purchases to the Garden Ltd. in Cambridge. "We were buying a lot of books for him and he was paying enormous prices," she said. "And that was when I saw Michael Davis's name on something he gave us about the Garden for the billing. I couldn't believe it because I knew Michael back in the sixties. We were both in our late teens then, early twenties, and we moved around in the same group, a Park Avenue crowd." The woman recalled that Davis was "quite the party animal" in those days, so "amazing" that his friends gave him the nickname Falstaff. "He was a pretty stocky guy, and he loved parties. I remember him as very shy, but he loved to party."

Sometime early in the 1970s Michael Davis "dropped out of sight. It wasn't unusual for people in the group to move around, but he didn't call anyone. Then we heard he had gone completely straight; people said he had lost a lot of weight, he was into macrobiotics and meditation, and he wasn't going to parties anymore." After John Fleming's death in 1987, the woman lived in Italy for a year, then moved to England, and "lost touch with a lot of what was going on."

Michael E. Hoffman, for many years the executive director of the Aperture Foundation, told me that he allowed the Garden Ltd. to use Aperture's address in Millerton, New York, as a "courtesy" to O'More. Though now

based in New York, Aperture was formed in the rural town, and continued to maintain an office there on Elm Street. Hoffman made the oblique comment that the nature of O'More's business in Millerton probably was "a banking interest." In addition, "Mr. O'More supported several extraordinary Aperture books and wrote a text for one or two of them." But there was "no formal relationship" between the two groups. The foundation depends to some extent on contributions, he said, and by financially supporting some of its projects, O'More was able to get his SADEV books distributed by Aperture.

Hoffman added that he had known O'More for at least twenty-five years, and he had "a remarkable record of doing some rather significant work, and we certainly knew about him and his collecting, and we knew about some of his accomplishments." For example, through the Institute, O'More had supported the scholar J. A. B. van Buitenen's new translations of the *Mahabharata* and the *Bhagavad-Gita*, later published by the University of Chicago Press, and had appeared in a film about transcendental meditation, *Hatha Yoga Darshana*. "These are some of the most important things that have been done anywhere," Hoffman said, though he was unable to say where a copy of the film could be located.

Though Hoffman said he was familiar with O'More's "incredible background," he declined to describe it. "I'm not sure what he's willing to put into print. He's an extremely discreet person and is not very happy with notoriety. This of course has led to misunderstandings regarding him in the past," he added mysteriously. "You're going to find yourself getting into things that may surprise you, and are over most people's heads, frankly," he warned. "And that's one of the reasons he doesn't explain himself."

What, I wondered, about O'More's autobiographical statement to Sotheby's? "I think that Sotheby's thing was a smoke screen," he replied. "I don't think he has any interest in exposing himself. I can't say that's a good thing to do, but that's how he did it. But if you are able to find his actual work, and if you look at the books he supported of Aperture's alone, the text he wrote, you'll see you're dealing with some person of considerable ability." O'More was the "kind of person who just hates gossip and hates rumors and doesn't particularly want to be talked about," especially since he was "involved in a lot of esoteric work" that consumes most of

his time. "It's not ordinary work. And it has taken him outside the realm of ordinary life. So he operates in a very different way than most people. And it's very hard to comprehend it partially for that reason." He added that anyone unfamiliar with hatha yoga "can't deal with O'More on any level, you can't comprehend what he is doing." Haven O'More "is one of the most accomplished yogis in the West."

Thus trying to explain O'More's professional activity in straight-forward terms is a pointless exercise. "Certain works are there and available for people who understand them and not available for people who don't," Hoffman said. "It's that simple. He's not out looking for the press. He's not out looking for praise. He's not out looking for students or disciples. He's doing a very special kind of work which requires his full attention. And that's a very traditional way of working in the higher areas of certain esoteric practices."

Hoffman offered the opinion that Leonard Davis, the father of Michael Davis, was behind the breakup of the Davis-O'More partnership. "He was attempting to really blaspheme O'More and destroy his credibility and character in order to win the allegiance of his son, who had become allied with O'More over a multiyear period. There was a great deal of money involved and the father decided that he was going to try to destroy O'More, who had become a sort of father figure for his son. It was a very outrageous suit without any justification which was eventually settled and that was the end of it. But O'More was totally blameless in this and there was never any proof of wrongdoing whatsoever."

I mentioned to Hoffman that Michael Davis had executed a power of attorney to Haven O'More that turned over complete authority of a family fortune that totaled more than \$17 million. "I don't know all that," he said. "But Michael Davis was a free agent and O'More literally saved his life many years ago. This guy would have been on the street somewhere." Michael Davis would have been on the street, homeless, even though he was worth millions? I asked.

"That's right. His whole life was given purpose by his work with O'More."

It is said that the most lasting legacy of a great private library, especially one that is broken up and dispersed at public auction, is the carefully



compiled catalogue that documents its existence. Treasures assiduously gathered over so many years by such luminaries as George Brinley, Robert Hoe III, Jerome Kern, Thomas W. Streeter, Estelle Doheny, and H. Bradley Martin made their way to thousands of new repositories when they went on the block. When the books and manuscripts found new homes, all that remained to confirm that they once were cherished components of a focused plan were the catalogues that described their attributes, identified their provenance, and paid tribute to the passion and judgment of their former owners.

By that standard alone, the Garden Ltd. will endure as a hallmark of American book collecting in the late twentieth century, particularly since so little is known about the man who “conceived and formed” it. Handsomely bound in black cloth, embossed with gold-stamped lettering, and illustrated with dozens of lavish color photographs, *The Collection of the Garden Ltd. Magnificent Books and Manuscripts*, published by Sotheby’s and distributed worldwide, is a reference work of the first order for students of bibliography and collectors of fine books.

Just as significant, perhaps, is that it provides the clearest window currently available into the personality, character, and aspirations of Haven O’More. “Loving the book, the only reason to collect—how could there be another?—holds the collector in a grip far stronger than steel,” he wrote in the preface to the Garden Ltd. catalogue, a sentiment that few bibliophiles at any level of sophistication would dispute.

How this enigmatic man came so close to building a great library on Garden Street a stone’s throw from Harvard Yard with somebody else’s money is still a mystery, and as long as the Commonwealth of Massachusetts keeps the contents of *Davis vs. O’More* sealed, it will remain so. In the end, Haven O’More was to “have no more” of his “spiritual children.” The “universal treasures” he once hoped to place at the “heart-core” of a “sacred city” ultimately did move on to other places and to new owners.

The four folios of Shakespeare, lauded in the catalogue as “perhaps the finest set in private hands,” have changed custodians three times since selling for \$2.1 million on November 9, 1989; now, it is said, they reside in the home of an anonymous collector known only to the Los Angeles bookseller who arranged the transfer by a coded name.

The exquisite copy of Nicolaus Copernicus’s *De Revolutionibus Orbium Coelestium*, on the other hand, inscribed on the title page in 1543 by the astronomer’s disciple and acknowledged to be the “most important copy in private hands of the first edition of the most significant publication of the sixteenth century,” entered a notable European collection, where it is likely to remain for some time.

Meanwhile, the property near Arsenal Square in Cambridge that Haven O’More once intended as the site for his library was sold to a developer who promptly erected a cluster of condominiums, marking yet another sad turn for a man who wanted so keenly to be proclaimed the world’s greatest book collector.

As the 1980s became the 1990s, and as the new century approached, book collecting continued along steadily. The lengthy recession that consumed most of the country at the beginning of the decade had an impact on how much money some people were willing to spend on material that most observers would regard as nonessential, but highly desirable items continued to appreciate in value nonetheless; collectors just became more selective.

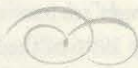
Other concerns began to mount, some involving the impact modern technology will have on how printed books will function in the twenty-first century, if indeed they are to be produced at all. In the fall of 1995, eleven months after he paid \$30.8 million for a seventy-two-page notebook compiled in the early 1500s by Leonardo da Vinci, William H. Gates III obtained for an undisclosed sum the Bettmann Archive, a massive assemblage of sixteen million historical photographs that offer a sweeping visual record of the twentieth century. The purchase was merely the most dramatic in a series of systematic moves made by the chairman of the Microsoft Corporation to acquire the electronic rights to thousands of images—mainly works of art from the National Gallery of London, the Philadelphia Museum, the Barnes Foundation, and the Hermitage in St. Petersburg, Russia—through a small company he owns in Bellevue, Washington, known as the Corbis Corporation.

Exactly what shape books will take in the future is by no means clear, but everyone concedes that changes are inevitable. One telling sign of things to come was the opening in early 1996 of the Science, Industry and Business Library (SIBL for short) of the New York Public Library at Madison Avenue and Thirty-fourth Street, a \$100 million center of specialized

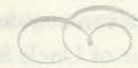
function designed “to serve as a prototype for a whole new level of computerized access” for libraries worldwide. There are some books in the building, to be sure, but the real research at this facility will be conducted by other means. “There are about 250 computers on the premises, as well as 500 work stations equipped for visitors with laptops; the main reading room is really a vast computer docking system,” architecture critic Paul Goldberger wrote in the *New York Times*. “It unites all of the library’s various collections of scientific, technological, mathematical, and business material, which has been divided between Forty-second Street and the library’s West Side annex, and places them in a new environment that is itself a showpiece of technology.”

On February 11, 1996, the *New York Times Book Review* devoted eight full pages to critical notices of newly released CD-ROMs, the first such concession the influential journal made to the relentless compression of words and images into digitized data and what it bodes for tomorrow’s readers. Of particular interest to bibliophiles was a review printed under the headline “Good Heavens” and written by Dr. Owen Gingerich of the Harvard-Smithsonian Center for Astrophysics in Cambridge, who is a book collector of consequence. The specific subject of his review was the Hubble Space Telescope CD-ROM Archive, although his conclusion anticipates tomorrow:

I predict that these disks will become collectors’ items. They are incunabula of an age when CD-ROMs are still in their cradles, exuberant and growing, but generally lacking in the maturity and sophistication of anything that might replace the printed medium. They will be a joy to computer buffs who want to download the images for other purposes. And they will be historical trophies of a wonderful starting effort that didn’t quite make it, stepping-stones to much better astronomical archives.



## 7 Infinite Riches



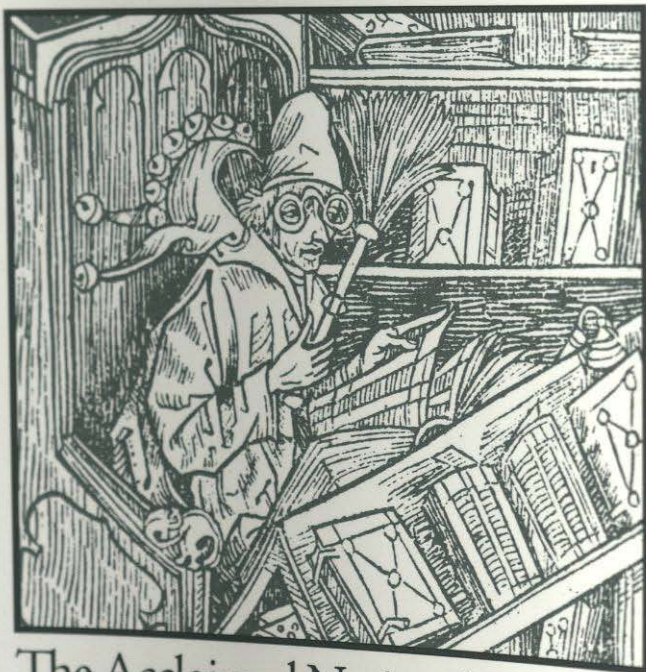
And thus me thinkes should men of judgment frame  
Their meanes of traffique from the vulgar trade,  
And as their wealthe increaseth, so inclose  
Infinite riches in a little roome.

—Christopher Marlowe,  
*The Jew of Malta* (1.1.34–7)

The third-generation bibliophile slid a clamshell box, a special container for preserving fragile documents, out of a steel vault and carried it carefully over to a reading table in the middle of his library. There, he opened the case to reveal a bulky folio with hand-tooled ornamentation and brass clasps on the outside. “That’s the original binding,” William H. Scheide said softly, and rapped his knuckles on the precious book. “Pigskin on an oak board.” Tucked inside the front cover, a yellowed sheet of paper dated February 10, 1873, carried the heading “Invoice of Merchandise Shipped by Steamer from Liverpool.” Written beautifully in longhand by the famous expatriate American bookseller Henry Stevens, it documented the sale of a *Biblia Latina* to George Brinley of Hartford, Connecticut, for £600, plus £37 15s. for commission and insurance. Stevens also had written a postscript for the benefit of customs inspectors in New York; and a few of the curious are privileged enough to get a peek at it now:

# A GENTLE MADNESS

Bibliophiles, Bibliomanes, and  
the Eternal Passion for Books



The Acclaimed National Bestseller  
With a New Preface by the Author

Nicholas A. Basbanes

# **EXHIBIT K**

THE COMMONWEALTH OF MASSACHUSETTS  
THE TRIAL COURT  
OFFICE OF THE CHIEF ADMINISTRATIVE JUSTICE  
Two Center Plaza  
Boston, Massachusetts 02108

January 17, 1990

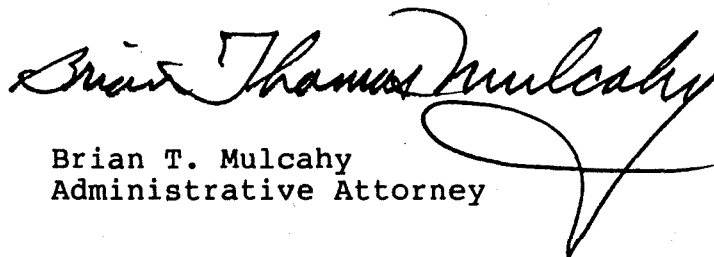
Mr. Nicholas A. Basbanes  
92 East Street  
N. Grafton, Ma 01536

Dear Mr. Basbanes:

This letter is in response to your letter to this office dated December 3, 1989 concerning access to Davis vs. O'More, Middlesex Superior Court No. 88-635. According to First Assistant Clerk William P. Johnston the case has been impounded and is not available for public inspection.

Please contact William P. Johnston if you have any questions concerning this matter.

Sincerely,



Brian T. Mulcahy  
Administrative Attorney

cc: Michael F. Edgerton  
General Counsel/Legal Department Manager  
Gregory R. Baler, Associate Executive Secretary  
Superior Court Department  
William P. Johnston, First Assistant Clerk  
Middlesex Superior Court

# **EXHIBIT L**



MEDIA  
FREEDOM &  
INFORMATION  
ACCESS CLINIC

ABRAMS INSTITUTE FOR FREEDOM OF EXPRESSION

## Yale Law School

February 25, 2022

**VIA EMAIL**

Michael A. Sullivan, Clerk of Courts  
Middlesex County Superior Court  
200 Trade Center, 2nd Floor  
Woburn, MA 01801  
Middlesex.clerksoffice@jud.state.ma.us

RE: Request for preservation of case file and transmittal of order of impoundment in *Michael Davis, Ind., & as Trustee vs. Haven O'More, Ind., & as Trustee et al.* Case No. 88-635 (Middlesex Super. Ct.)

Dear Mr. Sullivan,

I am a law student intern with the Media Freedom & Information Access Clinic at Yale Law School working under the supervision of Stephen Stich (BBO 698332). We write on behalf of Nicholas Basbanes, a journalist, author, and expert on books and book culture. Mr. Basbanes has written extensively on issues closely related to the above-captioned case, which led to one of the most valuable book auctions in history. However, the case has been impounded for over thirty years and contains information of significant public interest related to Mr. Basbanes's expertise and previous work.

Mr. Basbanes intends to file a civil action in accordance with the Uniform Rules on Impoundment Procedure ("URIP") to gain access to the case file and continue publishing information about these topics. Would you please confirm that your office still possesses the case file, and ensure that it is preserved?

Additionally, please provide us with an electronic copy of the order of impoundment in the above-captioned case. Under URIP Rule 8(d), such orders must be "made available for public inspection," and only information "stating or disclosing the impounded material" may be redacted.

Please send confirmation of the existence of the case files and of their preservation along with the order of impoundment to [julia.peoples@ylsclinics.org](mailto:julia.peoples@ylsclinics.org).

Sincerely,

A handwritten signature in cursive script that reads "Julia Peoples".

Julia Peoples

cc: Stephen Stich, Esq. ([stephen.stich@ylsclinics.org](mailto:stephen.stich@ylsclinics.org))

# **EXHIBIT M**



## Stephen Stich

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**From:** Matthew Day <matthew.day@jud.state.ma.us>  
**Sent:** Monday, March 7, 2022 9:46 AM  
**To:** Julia Peoples; Middlesex.clerksoffice@jud.state.ma.us  
**Cc:** Chelsea Thomeer; David Schulz; Stephen Stich  
**Subject:** RE: Michael Davis vs. Haven O'More Case No. 88-635 (Middlesex Super. Ct.)  
**Attachments:** impoundment.pdf

Good morning-

I have attached the order of impoundment on 88-635, Davis v. O'More. We do have the file. Let us know if you wish to proceed on this matter.

Thanks

Matthew Day, Esq.  
Middlesex Superior Court  
200 Trade Center  
Woburn, MA 01801

L2 session Zoom Invite for January and February  
Meeting ID: 161 705 0761

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**From:** middlesex.clerksoffice@jud.state.ma.us <middlesex.clerksoffice@jud.state.ma.us> **On Behalf Of** Julia Peoples  
**Sent:** Friday, February 25, 2022 1:18 PM  
**To:** Middlesex.clerksoffice@jud.state.ma.us  
**Cc:** Chelsea Thomeer <chelsea.thomeer@YLSclinics.org>; David Schulz <david.schulz@ylsclinics.org>; Stephen Stich <stephen.stich@YLSclinics.org>  
**Subject:** Michael Davis vs. Haven O'More Case No. 88-635 (Middlesex Super. Ct.)

Hello Mr. Sullivan,

I hope this email finds you well. I am a law student intern with the Media Freedom & Information Access Clinic at Yale Law School working under the supervision of Stephen Stich. We are writing on behalf of Nicolas Basbanes, a journalist, author, and expert on books and book culture.

Attached, please find our request on behalf of Mr. Basbanes for the preservation of the case file and transmittal of the Order of Impoundment in this case.

Best,  
Julia Peoples  
Yale Law School Media Freedom and Information Access Clinic