



The famed concert pianist Liberace (DEPOSIT PHOTOS)

Judge upholds verdict in fight over Liberace piano

Pat Murphy//November 14, 2024//

The owner of a Rockland music store has lost the latest round in his effort to keep possession of a Baldwin concert grand piano once played by the showman of showmen, Liberace.

On Oct. 30, [U.S. District Court Judge Indira Talwani denied the defendant's motions](#) for judgment as a matter of law, judgment notwithstanding the verdict, and a new trial in *Gibson Foundation v. Norris*.

Plaintiff Gibson Foundation sued defendant Robert Norris in 2019 over the breach of an alleged bailment agreement under which Norris gained possession of the Liberace piano to use for marketing purposes at his music store, The Piano Mill.

At trial last summer, the defendant argued Gibson's bailment claim failed because the plaintiff could not show ownership of the piano, which had come into the foundation's possession through a bankrupt predecessor in interest that had obtained it from Baldwin Piano in 2001.

Following a three-day trial, however, a jury found that the parties had entered into a valid bailment agreement and that the defendant had breached the agreement.

In seeking post-trial relief, the defendant reiterated his contention that Gibson had failed to establish ownership of the piano.

Unpersuaded, Talwani pointed out a rebuttable presumption of ownership arose by virtue of the fact that it was undisputed Gibson's predecessor-in-interest, Gibson Brands, had possession of the piano at the time of the bailment in 2011. Further, the judge concluded that the evidence presented at trial by the defendant was insufficient to rebut that presumption of ownership.

"At trial, an asset purchase agreement was introduced showing Gibson Brands acquired 'substantially all' of the Baldwin assets in 2001," Talwani wrote. "Norris contends that 'substantially all' could exclude the piano to rebut the presumption of ownership, but that possibility is not sufficient to rebut the presumption of ownership."

The judge further saw no reason to disturb the jury's verdict based on evidence showing the Liberace piano had not been specifically listed as an asset in Gibson Brands' 2018 bankruptcy case.

"[A] reasonable juror could read the bankruptcy documents and believe that the Liberace Piano was encompassed in the 'Antiques & Historical Instruments' worth \$40,250.00, listed under Collectibles in the disclosure of assets," Talwani wrote.

Attorneys for the parties did not respond to requests for comment. The court's docket shows the defendant filed a notice of appeal following trial.

The case brings to mind the old adage that “possession is nine-tenths of the law,” says Jonathan D. Plaut of Cohan Plaut in Boston.

“[Gibson] had the piano, it was theirs,” Plaut says of the court’s recognition that the plaintiff had sufficiently established ownership at trial.

Plaut says the case underscores to litigators why post-trial motions to overturn a jury’s verdict so often hit a brick wall.

“The defendant could point to no meaningful errors by the jury sufficient to overturn the verdict, underscoring the importance of recognizing that the jury is your one shot to make your points and get your relief,” he says. “Courts are loath to overturn what juries do.”

According to Jeffrey S. Robbins, a civil litigator at Saul Ewing in Boston, the case illustrates the power of presumptions.

“As the District Court pointed out in denying the post-trial motions, the defendant began [trial] in a hole,” Robbins says. “There was a rebuttable presumption of ownership by dint of the fact that Gibson was in possession of the piano. So rather than a ‘Hail Mary’ situation, the defendant was in situation even worse than that: a ‘Hail Liberace’ situation.”

Given the evidence in the case on the question of Gibson’s ownership of the Liberace piano, it is “exceedingly unlikely” that the defendant can win on appeal, Robbins believes.

The plaintiff is a Nashville-based nonprofit. According to court records, the piano was collecting dust in a Manhattan ballroom in 2011 when Norris expressed interest in obtaining it for his Rockland store. The plaintiff agreed, and the piano remains there today.



The plaintiff says the piano was simply on loan and that the defendant breached a bailment agreement by refusing to return it upon request. After the defendant sued, Talwani ruled that the foundation's claims were time-barred under Massachusetts' three-year statute of limitations for torts.

However, [a panel of the 1st U.S. Circuit Court of Appeals reversed the dismissal](#) of the plaintiff's claims in 2023 decision, concluding the claims were timely under the state's six-year statute of limitations applicable to actions on contracts.