

STATE OF VERMONT

SUPERIOR COURT
Addison Unit
23-CV-01214

CIVIL DIVISION
Case No. _____

Hon. James H. Douglas,)
Special Administrator of the)
Estate of John Abner Mead,)
Plaintiff)
v.)
The President and Fellows of)
Middlebury College)
Defendant)

FIRST AMENDED COMPLAINT

NOW COMES Plaintiff, Honorable James H. Douglas, Special Administrator of the Estate of John Abner Mead, by and through his attorneys of the firm Valsangiacomo, Detora & McQuesten, P.C., and hereby complains against Defendant, The President and Fellows of Middlebury College alleging the following facts and causes of action regarding:

The “Mead Memorial Chapel” at Middlebury College (1916-2021)



“A scapegoat remains effective as long as we believe in its guilt.” --Rene Girard

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193. Defendant has breached the covenant of good faith and fair dealing by removing the name “Mead” from the Chapel in direct defiance of its covenant and the expectation that the College will act honestly and reasonably in the faithful pursuit of the agreed common purpose of the contract.

194. Defendant has acted in bad faith with improper motive and with wanton disregard for the rights of the Plaintiff, scapegoating a man for the college’s public relations purposes and destroying the Mead family name while erasing John Mead’s lifetime of accomplishments and philanthropy that benefitted the State of Vermont and its people as well as generations of Middlebury College students.

195. Defendant’s breach of the covenant of good faith and fair dealing is the direct and proximate cause of monetary damages to the Plaintiff.

WHEREFORE, Plaintiff prays that the Court award compensatory and punitive damages for Defendant’s Breach of the Implied Covenant of Good Faith and Fair Dealing, plus pre and post judgment interest at the statutory rate of 12% per annum.

COUNT V
Breach of Conditional Gift

~~196. Plaintiff repeats and realleges paragraphs 1 through 195 as if fully set forth herein.~~

~~197. The Letter of Gift specified that the Mead Memorial Chapel was a conditional gift limited to a particular purpose and upon an expected set of facts:~~

~~that it would bear the name “Mead Memorial Chapel” and rendered it so conditioned for all time.~~

~~198. The Defendant’s removal of the Mead name from the “Mead Memorial Chapel” is a breach and failure of the condition upon which the gift was given; therefore, the gift will fail.~~

~~199. The Plaintiff hereby revokes the failed gift of the “Mead Memorial Chapel,” which was made subject to a condition that it bear the name “Mead Memorial Chapel,” because Defendant has violated and refuses to perform such condition.~~

~~**WHEREFORE**, the Plaintiff, requests that this Honorable Court:~~

- ~~A. Declare that the conditional gift of the “Mead Memorial Chapel” is subject to the essential term, promise, and condition that it bear the name “Mead Memorial Chapel.”~~
- ~~B. Declare that Plaintiff’s conditional gift of the “Mead Memorial Chapel” is forfeited for failure of a condition subsequent.~~
- ~~C. Declare that the Plaintiff is entitled to return of the conditional gift or its full monetary value and award Plaintiff its full monetary value plus pre and post judgment interest thereon.~~

~~**COUNT VI**
Unjust Enrichment~~

~~200. Plaintiff repeats and realleges paragraphs 1 through 199 as if fully set forth herein.~~

~~201. The Defendant received significant benefits from accepting the Mead Memorial Chapel from John Mead, not just the value of the labor and materials and Mead’s supervision of the design and construction, but also the epic beauty,~~

~~stature, and symbolism of the Chapel structure. The Chapel provided not just a place for divine worship, but also meeting place to unite the entire community, greatly enhancing the reputation and stature of the school and encouraging private donations and public funding.~~

~~202. Most valuable of all, the Mead Memorial Chapel became Middlebury College's "monumental centerpiece and aesthetic keystone for the college" (Ex. 6-006 to 6-007) creating the College's identity and brand, with "its spire symbolizing the aspirations of the College." Ex. 6-001 to 6-005.~~

~~203. Such an iconic identity and branding established Middlebury College as an institution of significance and paved the way for the college to attain the level of success that it enjoys today, amassing a \$1.518 billion endowment by 2021 all of which would not have been possible but for the construction of the Mead Memorial Chapel.~~

~~204. Under these facts and circumstances, it is unjust for the Defendant to strip the Mead Memorial Chapel of the Mead Family name, canceling the incredible accomplishments and altruism of a true philanthrope and important figure in Vermont history, all while retaining the many benefits that the Mead Memorial Chapel has provided to every student who has attended Middlebury College for the last century and will to the next, without commensurate compensation.~~

~~**WHEREFORE,** Plaintiff prays that the Court exercise its equitable jurisdiction and award Plaintiff restitution and/or damages in an amount equal~~

~~to the value of the Mead Memorial Chapel and all of the benefits that the Chapel has bestowed upon the Defendant Middlebury College for over a century and will continue to provide to future generations of Middlebury College students.~~

COUNT VII
Promissory Estoppel

196. Plaintiff repeats and realleges paragraphs 1 through 195 as if fully set forth herein.

197. Defendant made a promise to John Mead, that the chapel he would erect for the college as a memorial to his ancestors, would always be known as the “Mead Memorial Chapel.”

198. Defendant reasonably expected Mead to take action of a substantial character, (i.e. that Mead would erect the chapel), based upon the promise that it would always be known as the “Mead Memorial Chapel”.

199. The promise induced a definite and substantial action: it caused John Mead to erect the “Mead Memorial Chapel.”

200. John Mead reasonably relied on the promise to his substantial detriment, including spending funds on designing and constructing the chapel and Mead’s own concerted efforts over 2 years: planning, designing, contracting, negotiating, and supervising the erection of the chapel. Mead was not just the donor and a Trustee on the building committee, Mead controlled and executed the entire project. He “erected” the chapel just as he offered to.

201. The Defendant received significant benefits from John Mead's erection of the Mead Memorial Chapel, not just the value of the labor and materials and Mead's supervision of the design and construction, but also the epic beauty, stature, and symbolism of the Chapel structure. The Chapel provided not just a place for divine worship, but also meeting place to unite the entire community, greatly enhancing the reputation and stature of the school and encouraging private donations and public funding.

202. Most valuable of all, the Mead Memorial Chapel became Middlebury College's "monumental centerpiece and aesthetic keystone for the college" (Ex. 6-006 to 6-007) creating the College's identity and brand, with "its spire symbolizing the aspirations of the College." Ex. 6-001 to 6-005.

203. Such an iconic identity and branding established Middlebury College as an institution of significance and paved the way for the college to attain the level of success that it enjoys today, amassing a \$1.518 billion endowment by 2021 all of which would not have been possible but for the construction of the Mead Memorial Chapel.

204. Under these facts and circumstances, it is unjust for the Defendant to strip the Mead Memorial Chapel of the Mead Family name, canceling the incredible accomplishments and altruism of a true philanthrope and important figure in Vermont history, all while retaining the many benefits that the Mead Memorial Chapel has provided to every student who has

attended Middlebury College for the last century and will to the next, without commensurate compensation.

205. Given the totality of the circumstances, enforcement of the promise and restoration of the name “Mead Memorial Chapel” is the only way to avoid the injustice of the Mead family name being stripped from the chapel and the family memorial being defaced.

WHEREFORE, Plaintiff prays that the Court enforce Defendant’s promise that the chapel name “Mead Memorial Chapel” would be the name of the building as long as it existed, and order Defendant to restore the name “Mead Memorial Chapel” to the Chapel to effectuate the fundamental intention and purpose of the promise: to honor the Mead family ancestors, who symbolized the character of the Vermont spirit that Mead designed the chapel to express.

COUNT VIII
Equitable Estoppel

206. Plaintiff repeats and realleges paragraphs 1 through 205 as if fully set forth herein.

207. Defendant knew the content of Governor John Abner Mead’s 1912 Farewell Address when, two years later in 1914, they promised to name the chapel the “Mead Memorial Chapel” for as long as the building existed.

208. Defendant intended that its promise to name the chapel the “Mead Memorial Chapel” to be acted upon, (i.e. that Mead would build the chapel).

209. John Abner Mead was ignorant of the fact that Middlebury College, his beloved alma mater, would ever hypocritically scapegoat him and remove his family's name from the "Mead Memorial Chapel," which is a blessed family memorial.

210. John Mead relied to his detriment and erected the Mead Memorial Chapel based upon Defendant's representations that the chapel would be known as the "Mead Memorial Chapel" as long as the building existed.

WHEREFORE, Plaintiff prays that the Court equitably estop Defendant's removal of the name "Mead Memorial Chapel" and order Defendant to restore the name "Mead Memorial Chapel" to the Chapel. In the alternative, Plaintiff prays that the Court award compensatory and punitive damages.

PRAYER FOR RELIEF

Plaintiff respectfully requests that this Honorable Court issue judgment in its favor and award the following relief:

- A. Specific Performance or other Order enjoining the Defendant to restore the name "Mead Memorial Chapel" to the building;
- B. Compensatory and punitive damages;
- C. Restitution of all sums paid and the value of all benefits bestowed by the Mead Memorial Chapel from 1916 to present and into the future;
- ~~D. Restitution/damages for the full value Middlebury College was unjustly enriched from 1916 to present and into the future;~~

E.D. All costs and expenses of suit, including reasonable attorney fees;

F.E. All pre & post-judgment interest at 12% statutory rate per annum;

G.F. Such other relief as this Court deems just, equitable and proper.

DATED at Town of Randolph, County of Orange, and State of Vermont this
17th day of October, 2024.

**The Honorable James H. Douglas,
Special Administrator of the
Estate of John Abner Mead,
*Plaintiff***

By: /s/ *L. Brooke Dingledine*
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