

STATE OF VERMONT

SUPERIOR COURT
Addison Unit

CIVIL DIVISION
Case No. 23-CV-01214

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

PLAINTIFF'S OPPOSITION TO
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT
AND MOTION TO DISMISS (AMENDED)

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, pursuant to V.R.C.P. Rule 56, hereby opposes Defendants' Motion for Summary Judgment and Motion to Dismiss and submits the following Amended Memorandum of Law, supported by Plaintiff's Response to Defendant's Statement of Undisputed Material Facts, Plaintiff's Statement of Additional Undisputed Material Facts and Plaintiff's Exhibits 1-56 all filed and incorporated herein by reference, and respectfully requests that this Honorable Court DENY Defendants' motions and grant judgment as a matter of law in favor of Plaintiff as follows:

MEMORANDUM OF LAW

I. INTRODUCTION

The Court must determine whether the transaction is subject to gift or contract law, and whether the disputed perpetual naming right exists at all. Plaintiff submits that the overwhelming evidence is undisputed, that there was a promise made that the building would be known as the Mead Memorial Chapel as long as the building exists and that the removal of the Mead family name and the Mead Memorial Chapel sign from the building is a breach of contract or a breach of a conditional gift, requiring restitution in either case.

Table of Contents

I. INTRODUCTION..... 1

II. SUMMARY JUDGMENT STANDARD 3

III. THE PARTIES AND THEIR INTENTIONS 3

 A. Governor John Abner Mead..... 3

 B. John Abner Mead & the Special Administrator..... 6

 C. Middlebury College 8

 D. Pres. Thomas & the Marketing of Naming Rights as Inducement to Donors..... 12

IV. MEAD MEMORIAL CHAPEL 13

 A. Mead’s Offer Letter..... 13

 B. The Name “Mead Memorial Chapel” 15

 C. Other Terms of the Agreement..... 16

 D. What was the Purpose of Mead’s Offer?..... 16

 E. Middlebury College’s Acceptance 18

 F. 1914 Groundbreaking Ceremony & Cornerstone Presentation..... 22

 G. Modifications to the Agreement..... 24

 1. 1st Amendment to Agreement 24

 2. 2nd Amendment to Agreement 25

 H. Building Plans Approved by Mead 26

 I. Chime of Bells..... 30

 J. Chapel Construction 31

 K. 1916 Dedication Ceremony & Presentation of the Keys..... 31

 L. The Importance of the Mead Memorial Chapel to the College..... 33

 M. Mead’s Charitable Gifts to others – Risk vs. Trust 35

 N. Defendant’s Pattern & Practice re: Alterations to Named Buildings 38

 O. Other Named Buildings..... 40

 P. Middlebury College’s Breach of the Agreement and Broken Promise 42

V. BREACH OF CONTRACT 43

VI. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING 48

VII. BREACH OF CONDITIONAL GIFT 51

VIII. SPECIAL ADMINISTRATOR’S STANDING TO SUE..... 52

II. SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate only if no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law. V.R.C.P. 56(c)(3); *Endres v. Endres*, 2008 VT 124, ¶ 10, 185 Vt. 63; *Wesco, Inc. v. Hay-Now, Inc.*, 159 Vt. 23, 26 (1992) (“[T]o prevail on a motion for summary judgment, the moving party must satisfy a stringent two-part test: first, there must be no genuine issues of material fact between the parties, and second, the moving party must be entitled to judgment as a matter of law.” (Citation omitted)) *Griswold v. Barrows*, 2010 WL 8708026. The court must give “the benefit of all reasonable doubts and inferences to the non-moving party,” the party opposing the motion may not rest of allegations in the pleadings. *Gettis v. Green Mountain Econ. Dev. Corp.*, 179 Vt. 117, 124 (2005); *Gore v. Green Mountain Lakes, Inc.*, 140 Vt. 262, 266 (1981).

III. THE PARTIES AND THEIR INTENTIONS

The existence of and interpretation of any contract is dependent on determining whether the requisite elements of a contract exist and what the parties’ intentions were. That requires an understanding of who these parties were, what their relationship was and what their motivations were.

A. Governor John Abner Mead

John Abner Mead (April 20, 1841 – January 12, 1920) was a Vermont physician, businessman, politician, and philanthropist who served as Vermont’s 47th Lieutenant Governor from 1908 to 1910, and Vermont’s 53rd

Governor from 1910 to 1912. Plaintiff's Additional Statement of Undisputed Material Facts ("PSUMF") at ¶11. On October 30, 1872, John Mead married Mary M. Sherman. They had one child, Mary Sherman Mead Hinsman. P's SUMF at ¶12. Mead was a graduate of Middlebury College, Class of 1864.

In 1914, on the 50th anniversary of his graduation, Mead offered to erect a chapel "to be known as" the "Mead Memorial Chapel," which offer was accepted by the Trustees of the College. P's SUMF at ¶13.

Dr. John Abner Mead died of pneumonia at his home in Rutland on January 12, 1920. He was 78 years old. His wife Mary Medelia Sherman Mead, daughter Mary Sherman Mead Hinsman, grandson John Abner Mead Hinsman a/k/a "Little John," and son-in-law Carl B. Hinsman survived him. P's SUMF at ¶80, Ex. 56.

Middlebury College President John M. Thomas gave the Eulogy at Mead's funeral. When Thomas described Mead's gift of the Mead Memorial Chapel, he quoted from and read the full text of Dr. Mead's Letter of Offer, mentioning the Chime of Bells, "which bear his name on every bell" and then proclaimed: "The dedication of the Chapel is complete – The Mead Memorial Chapel":

"This afternoon, as we pay here our tribute of honor and affection, ***the chimes which bear his name on every bell are sounding out*** the hymns I loved and which he chose to hear the first time they were played, "Nearer my god to Thee", "Lead Kindly Light", "God be with you 'till we meet again". ***The dedication of the Chapel is complete – The Mead Memorial Chapel.***

So our friend built his empire in our midst. If another could have built it, another did not. He loved his work and he gave his all to it to the very last. ***He carved his name high in the marvelous roll of Vermont's men of achievement, and he earned his rest.***

P's SUMF at ¶81.

The Middlebury College's Board of Trustees paid tribute to Mead in their 1920 meeting minutes:

*"In the death of Ex-Governor John Abner Mead of the Class of 1864 Middlebury College has lost one of its most distinguished alumni of the State of Vermont, and one of the most helpful of its Trustees and most generous of its benefactors. Governor Mead was a notable example of those successful men of our nation who have pushed their way upward against great obstacles and by force of mind and will and character succeeded to positions of great responsibility and usefulness in the industrial world and in public life. His career as a physician was honorable and highly useful. Turning to business he became one of the masters of industry in New England. ***In the gift of the Mead Memorial Chapel he endowed the college with one of the most beautiful buildings on any campus in America, which will speak to coming generations of his wisdom and foresight in benevolence and symbolize the strength of character of its donor.***"*

P's SUMF at ¶82.

John Mead was buried at the Mead Family plot in Evergreen Cemetery in Rutland with his ancestors, including Colonel James Mead and Mercy Holmes Mead, whom John Abner Mead had reinterred there from the West Rutland Cemetery in 1895 and where he had replanted the sod from the Mead Memorial Chapel Groundbreaking Ceremony in June 1914. P's SUMF at ¶83.

John Abner Mead's headstone records his service in the Union Army, his professional life as "a beloved physician in Rutland for 21 years," and his many offices held including his Governorship of course. His headstone contains the final engraving: 'A CHRISTIAN AND PHILANTHROPIST'. P's SUMF at ¶84.

B. John Abner Mead and the Special Administrator

Dr. Mead died on January 12th 1920 and his estate was administered and closed as of 1923. Defendant's Statement of Undisputed Material Facts ("SUMF") at ¶5. On June 17th 2022 the Rutland probate division granted a petition to appoint the Honorable James Douglas as Special Administrator of Mead's estate for the purposes of investigating and prosecuting potential claims against Middlebury College for an alleged breach of contract, conditional gift or equitable claim for the removal of the Mead name from the Mead Memorial Chapel. Therefore, Governor Douglas has been granted full authority to represent the Estate in this litigation. P's SUMF at ¶1, 3.

Contrary to Defendant's offensive assertion, John Abner Mead's estate was not reopened by a "distant heir." It was, with the full consent of all heirs, reopened by John Abner Mead's direct descendant, his great-great grandson James L. Hinsman. See Ex. 56 – Mead Family Tree.

The Mead Family Tree exhibit was provided to the Probate Court along with all of the Wills of the deceased heirs so that the Court could verify all of the interested persons, heirs or beneficiaries of every estate. See Ex. 56 – Mead Family Tree.

The descendants of John Abner Mead are as follows:

John Abner Mead had one child, Mary Sherman Mead Hinsman.

Mary Sherman Mead Hinsman had one child, John Abner Mead Hinsman who was referred to as Mead's grandson "Little John" who broke ground and placed his little Bible and family tree in the metal box inside the Cornerstone during the Mead

Memorial Chapel Groundbreaking and Cornerstone Presentation Ceremony in 1914 when he was 3 years old.

“Little John” had four children, three of whom are alive and one who is deceased, John Abner Mead Hinsman II (“JAMH II”), who passed in 2021. It is his son, James L. Hinsman who Petitioned the Rutland Probate Division, with the consent of all of the heirs (Little John’s three surviving children: Mary Mead Hinsman Raymond, David C. Hinsman, and Carl B. Hinsman, as well as JAMH II’s Estate, Trust, and surviving spouse, Glenda L. Hinsman), to reopen the Estate of John Abner Mead, for the primary purpose of restoring the name to the Chapel, hence the primary claim in this suit for specific performance for an Order requiring that the College restore the Mead name and the Mead Memorial Chapel sign over the main entrance under the Portico, as per the promise that the chapel would be known as the “Mead Memorial Chapel” and as per the building plans, which Mead had exclusive and explicit approval over. See Ex. 56 – Mead Family Tree.

It is only due to the College’s obstinate refusal to live up to its promise and restore the Mead name and sign to the chapel, that has caused monetary claims to be pled. The College complains about being sued for millions of dollars when they could easily abandon their ill-conceived scapegoating of Mead and take responsibility for their half-century of contributions to the Eugenics movement, which continued for years after the Holocaust and the full extent of the Nazi’s extermination of 6 million Jews was known world-wide.

Instead, the College chose to use Governor Mead as their scapegoat, and “throw him under the bus,” while they buried their shocking and shameful 50+ year history operating as a Eugenics factory, educating future teachers, lawyers, politicians, and businessmen to sow the seeds of Eugenics from at least 1895 through and well beyond the Holocaust and the end of World War II, in its contribution to improve WASP breeding stock for the betterment of society.

Therefore, any inference advanced by Defendant, that this case is some kind of “money grab” by a “distant heir” is baseless and extremely offensive to Mr. Hinsman and the entire Mead family, who desire for the Mead name to be restored to the chapel that was built, blessed and dedicated as a memorial to the Mead ancestors and to symbolize the strength of their character. Admittedly, the Mead Memorial Chapel became immediately synonymous with Governor Mead himself, and was successfully marketed by the College on the back of Mead’s name and reputation. And, in point of fact, President Reverend John Thomas, during his eulogy of Mead in 1920, declared, “The dedication of the chapel is complete – the Mead Memorial Chapel.” Thus, it is understandable why the College itself came to believe that the chapel was a memorial to Governor Mead himself. Because, in reality, it was.

C. Middlebury College

The history of Middlebury College is vital to understanding the intentions between the parties and particularly their motivations at that time in their history

regarding the acceptance of the offer to erect of the Mead Memorial Chapel by Governor Mead.

While Middlebury College is currently a liberal arts college of the first rank, this is an achievement that is the result of a process of growth and change that began in 1800, when a few men of the town of Middlebury took upon themselves the challenge of building a college in a small New England town, on what was then the American frontier. P's SUMF at ¶3. Over the more than two centuries since it was established, Middlebury has developed from "the town's college" into an institution of international renown with a \$1.518 billion endowment as of 2021. P's SUMF at ¶4. Middlebury's original purpose was to train young men from Vermont and neighboring states for the ministry and other learned professions of the early 19th century. The College began modestly, with seven students enrolling in November 1800. P's SUMF at ¶5.

Gamaliel Painter, one of the citizens of Middlebury to whom the College charter had been granted, left most of his estate to the College. Mr. Painter's gift was an early example of the philanthropic support for Middlebury College that has enabled the institution to prosper. In recognition of his gift, West College, a new building completed a few years prior to Painter's death in 1819, was renamed Painter Hall. Painter Hall is the oldest college building extant in Vermont. P's SUMF at ¶6.

Middlebury College continued to grow during the 19th century. The growth was sporadic, however, as the College was not immune to the social and political movements that were affecting northern New England generally. Rocked by

evangelical upheaval and religious revival in the 1830s, the Civil War in the 1860s (P's SUMF at ¶6) and then disciplinary problems which reduced the student body to a low of thirty-eight (38) by 1880. P's SUMF at ¶7.¹

Such were the circumstances of the college when in 1885 Prof. Ezra Brainerd '64 accepted the challenge of the presidency and began to build for the institution new popularity, a liberalized curriculum (including the introduction of Eugenics), an expanded endowment, and new facilities.²

With the vote by the Trustee in 1883 to accept women as students in the College, Middlebury College began to change from an institution primarily oriented toward its community and its state to a college with larger regional aspirations. President Ezra Brainerd (who held that office from 1885 to 1908) prepared the College for this transformation, and spectacular change occurred under the administration of President John Thomas (1908 to 1921), who established the Language Schools and the Bread Loaf School of English during his presidency. P's SUMF at ¶7, 8.

During the second decade of the 20th century under Thomas's leadership, the College's enrollment more than doubled, and the number of buildings, the size of the faculty, and the value of the endowment tripled. New residence halls, academic buildings, and library facilities were added to the physical plant. P's SUMF at ¶9.

¹ <https://sites.middlebury.edu/walkingmiddlebury/the-college-campus-front-campus/>

² <https://sites.middlebury.edu/walkingmiddlebury/the-college-campus-front-campus/>

In 1914, when Mead offered to erect a memorial chapel, “the same to be known as ‘Mead Memorial Chapel’”, the following buildings and others, were named to memorialize or honor donors or others who served the College as detailed in Middlebury College Bulletin 1913-1914, Vol. VII, December, 1913, No. 4 and on the Middlebury College website today:

Painter Hall - in 1810 Colonel Seth Storres of Middlebury gave to the corporation 30 acres of land upon which the first building of the college was erected in 1814 it was called at first “West College” but in 1846 was named Painter Hall in honor of Gamaliel Painter, one of the most generous patrons of the college and who had bequeathed all his property to the institution. It has been in continuous use since its erection and it's the oldest college building in Vermont.

Starr Hall - a large dormitory, was erected by the beneficence of Charles and Egbert Starr in 1861, and rebuilt in 1865, after a disastrous fire, by the same donors.

The Egbert Starr Library - the beautiful and convenient marble library now occupied was erected with funds bequeathed by Mr. Egbert Starr, and dedicated during the Centennial exercises of the College in July 1900. The cost of the building was \$50,000, to which was added \$5000 for its decoration and \$5000 for the purchase of books by the son of the donor, Dr. M Allen Starr.

The Warner Science Hall - the large and convenient Warner Science Hall, was erected in 1901 through benefactions of the late Ezra J Warner, of the class of 1861. The building is a memorial of his father, Hon. Joseph Warner, formerly a resident of Middlebury, and a trustee of the college from 1850 to 1865. By the will of Mr. Warner the college has received a bequest of \$25,000 for the care and maintenance of the hall, and for the purchase of supplies for the departments which it accommodates.

The McCullough Gymnasium - in 1910 Hon. John G McCullough of Bennington offered to give \$25,000 towards the erection of a gymnasium, and the alumni of the college completed a gymnasium fund of \$50,000 at commencement of that year the building was dedicated at

the commencement of 1912. It is now known as the McCullough Student Center.

Battell Cottage – named for Hon. Joseph Battell of the Class of 1823, a large donor to the college, was enlarged in 1910.

Pearsons Hall Beyond Adirondack House and beautifully placed on the ridge that Joseph Battell bought for its views, is Pearsons Hall, the first Middlebury structure built for women. It is named for D. K. Pearsons of Chicago, who encouraged and helped fund the project. Built in 1911, it is by the same architect (W. Nicholas Albertson) and in the same marble and the same -inspired vocabulary as its contemporaries Voter and McCullough.

P's SUMF at ¶109. Today, it appears that more than 70 buildings on campus bear the name of donors and others who are honored or memorialized by the naming of a building. P's SUMF at ¶110.

D. President Thomas and the Marketing of Naming Rights as Inducement to Donors

It is also vitally important to understand how President Thomas achieved the phenomenal success of tripling the number of buildings on campus during his tenure as president of the college. In correspondence to very wealthy Trustees, he boldly asks for money to build dormitories, gymnasiums etc. and describes himself as a “good beggar.” The notion that a building would be named for the donor was the entire selling point to the potential donors with whom he corresponded and became a pattern and practice that resulted in great success generating large funds for the building of sorely needed campus buildings that would put Middlebury College “on the map” and establish it as a leading educational institution.

For example, in 1908, Thomas wrote to Trustee D.K. Pearsons, pleading with him for \$50,000 now, to meet the pressing need of a building for our girls to live in. . . . Most importantly, Thomas then wrote: “Marble is cheap in Vermont, **and for the sum named we will erect a building that will do you lasting honor**, and will be a blessing to hundreds of girls who otherwise would be without opportunity of higher education.” P’s SUMF at¶90. The College set up “The D.K. Pearsons Building and Endowment Fund. P’s SUMF at¶91. In 1909, the Board of Trustees accepted Dr. Pearson’s condition offer to give \$25,000, provided that an additional \$75,000 be raised. P’s SUMF at¶92. Then on February 9, 1910, Thomas requested further moneys from Pearson for a Boys Dormitory and then stated: “**We want to call it Pearsons Hall, if you will let us.**” P’s SUMF at¶93. Which would certainly be viewed by most reasonable folks as an inducement to Dr. Pearson to have his name on a building. Despite being only a ¼ donor of the Girl’s Dormitory, the building was named Pearsons Hall.

Similarly, in 1910, Thomas secured John G. McCullough’s conditional gift of \$25,000 if the College were able to raise \$75,000. Despite being only a ¼ donor of the Gymnasium, the building was named McCullough Gymnasium. P’s SUMF at¶94-97.

IV. **Mead Memorial Chapel** –

A. **Mead’s Offer Letter**

On May 11, 1914, John Abner Mead sent a Letter to Rev. Dr. John M. Thomas, President of Middlebury College, offering “to erect a chapel to serve as a place of

worship for the college, the same to be known as the “Mead Memorial Chapel.”

PSUMF at ¶14. The letter is typed in its entirety as follows:

Rev, Dr. John M. Thomas, LL.D.,
President of Middlebury College.

My Dear President Thomas:-

In commemoration of the 50th anniversary of my graduation from Middlebury College, and in recognition of the gracious kindness of my heavenly father to me throughout my life, I desire to erect a chapel to serve as a place of worship for the college, ***the same to be known as the “Mead Memorial Chapel.”*** I have in mind a dignified and substantial structure, in harmony with the other buildings of the college, and expressive of the simplicity and strength of character for which the inhabitants of this valley and the State of Vermont have always been distinguished.

It was my great-great-grandfather, the first white settler of this valley, who brought the first copy of the Holy Bible into this unbroken wilderness and it was his wife, my great-great-grandmother, who gathered her large family about her in an indian wigwam for the first christian service of the Vermont pioneers of this immediate region.

With this memory ever present, it has been my hope and prayer that I might be able and permitted to build for this college a suitable place for divine worship and ***that it might rise from the highest point on its campus*** as a symbol of the position, most prominent in every respect, which Christian character and religious faith should always maintain in its work for our youth.

I have in mind the furnishing of from \$50,000 to \$60,000 for the erection of such a structure, and I hereby suggest that ***the Trustees of the College secure appropriate plans for its erection which shall meet with my approval, and that said board appoint a building committee at once, consisting of president Thomas, former President Brainerd and myself to make the necessary contracts for such a structure and to supervise the erection of the same, and I will then bind myself and my estate to provide the necessary means for its erection and completion in accordance with the suggestions of this letter and with the contracts to be made by your committee.***

B. The Name “Mead Memorial Chapel”

Whether one calls Mead’s offer an Offer Letter or Gift Letter, it is undisputed that the Letter contains quotation marks around the proposed name, “Mead Memorial Chapel” which were written in Mead’s own hand. PSUMF at ¶ 14. The dispute between the parties is whether the name “Mead Memorial Chapel” was an essential term of the offer or whether it was an “afterthought” as suggested by the Defendant.

Frankly, the notion that the name “Mead Memorial Chapel” was an afterthought is utterly devoid of even a scintilla of evidence, defies logic and common sense, and flies directly in the face of the Defendant’s claim that Mead was a highly sophisticated business person who tended to his contracts with careful precision. Instead, Defendant expects the Court to believe that it did not matter to Mead what the chapel was named? Such a suggestion is preposterous and strains, no, breaks the bounds of credulity. Defendant submitted Exhibit GG, Mead’s Will. A mere glance at the document shows many changes that are hand-written including strike-out provisions such as the one: “Re: \$50,000.00 to Middlebury College; to be determined at a later date.” See Ex. GG at p. 5.

Clearly, from a review of Mead’s hand-altered Will and the hundreds of pages of correspondence produced by Plaintiff and Defendant from the Middlebury College archives, it is more than reasonable to infer that Mead and Thomas reviewed and signed letters that were type-written by their secretaries, and on occasion, they inserted their handwritten corrections if necessary and then signed the document.

Bottom line is that the Offer Letter contains quotation marks around the name “Mead Memorial Chapel” and there does not exist, any other document or copy of the Offer Letter that does not contain the quotation marks around “Mead Memorial Chapel”.

C. Other Terms of the Agreement

What other terms did Mead propose besides stating that the chapel he proposed building was “to be known as” the “Mead Memorial Chapel” that the parties do agree is undisputed?

1. Mead specified the location: “that it might rise from the highest point on its campus”
2. Mead retained exclusive approval of the plans: “that the Trustees of the College secure appropriate plans for its erection which shall meet with my approval;
3. Mead required the establishment of a building committee and specified the composition of the committee including himself to make contracts and supervise construction: “that said board appoint a building committee at once, consisting of president Thomas, former President Brainerd and myself to make the necessary contracts for such a structure and to supervise the erection of the same.”

D. What was the Purpose of Mead’s Offer?

Mead states his purpose in the very first sentence of the Offer Letter:

“In commemoration of the 50th anniversary of my graduation from Middlebury College, and in recognition of the gracious kindness of my heavenly father to me throughout my life, I desire to erect a chapel to serve as a place of worship for the college, the same to be known as the “Mead Memorial Chapel.”

The language of purpose is plain, clear, concise and unambiguous. Mead wanted to commemorate his 50th anniversary of graduating from Middlebury College. The term

“commemoration” is defined as “a service, celebration, etc., in memory of some person or event. A memorial.”³ The term “Commemorate” is defined as 1) to call to remembrance, to mark by some ceremony or observation, 2) to serve as a memorial of.⁴

Moreover, in the remainder of that first sentence, Mead ties in his desire to “commemorate” his 50th anniversary event with a name that “memorializes” his ancestors, the Mead name, and yes, himself, with the specific language: “the same to be known as the ‘Mead Memorial Chapel.’”

Besides articulating the purpose of memorializing his graduation, and stating his name in quotes which would memorialize his name, he also articulates his two other purposes, “in recognition of the gracious kindness of my heavenly father to me throughout my life”, (not unexpected language given the religious tradition that existed at that time in history for the institution and Mead’s devotion to his faith), and his “desire to erect a chapel to serve as a place of worship for the college.”

Mead’s Letter then told of his ancestors, recounting their lives as embodying the simplicity, strength of character, and religious faith that Mead envisioned the Mead Memorial Chapel would symbolize and then specifying the location of the chapel.

³ <https://www.dictionary.com/browse/commemoration>

⁴ <https://www.merriam-webster.com/dictionary/commemorating>

It is also critical to observe that the original offer stated that Mead had in mind, “the furnishing of from \$50,000 to \$60,000 for the erection of such a structure, but then indicated, if his terms were met, that he will bind himself and his estate “to provide the necessary means for its erection and completion in accordance with the suggestions of this letter and with the contracts to be made by your committee.”

Notably, the offer was not a donation or pledge of funds to the College with the hope that some building wing or scholarship fund would be named after Governor Mead. Instead, it was an offer to erect a building which would be named, as a commemoration of Mead’s 50th anniversary of his graduation and a Mead family Memorial, and which would serve as a sacred place of worship and contemplation for the generations of students to come as well as providing the desperately needed meeting house space to accommodate the growing College community.

E. Middlebury College’s Acceptance

On May 15, 1914, President Thomas sent a copy of John A. Mead’s Offer Letter to the Trustees of Middlebury College requesting immediate replies from the Trustees “as to whether you will authorize the acceptance of Governor Mead’s proposition and the appointment of the Building Committee which he suggests.” PSUMF at ¶ 18. Defendant attempts to make hay with the idea that Pres. Thomas did not repeat the “Mead Memorial Chapel” name in his letter, misleading one to surmise that the Trustees were unaware of Mead’s requirement for the name to memorialize his family. However, it is clear from Thomas’ letter that he enclosed a copy of Mead’s

Offer Letter to the Trustees. It is also clear from the responses that the Trustees received Mead's Letter. Thus, Defendant's argument is a red-herring and of no moment.

The Trustees did respond enthusiastically with gratitude, congratulations, and approval. Plaintiff's SUMF pars. 19 through 27 outline all of the responses received from the Trustees, not just the selective few provided by the Defendant. The responses contained language that certainly demonstrates the expectation that they understood this was a memorial forever and a building that would do great good "as long as time lasts" (PSUMF ¶ 21); "shows respect and reverence for your forebears" (PSUMF ¶ 22); "***a Memorial Chapel. I know of nothing more fitting as a memorial – nothing that will be greater value to the College in all the years to come***" (PSUMF ¶ 23); "will be *everlastingly* grateful to him" (PSUMF at 24); "I wish to concur in the acceptance of the ***Mead Memorial Chapel.***" (PSUMF ¶ 25); "***a beautiful memorial.*** . . . His most interesting letter with its details of early history should be framed and hung in the chapel – and also put in the box of the corner stone." (PSUMF ¶ 26); "it ought to be ***the most attractive memorial erected on the College Campus.***" (PSUMF ¶ 27).

On June 22, 1914, the President and Fellows of Middlebury College (Board of Trustees) met and recorded the following resolution to officially accept Dr. Mead's Offer Letter to erect the "Mead Memorial Chapel":

The following resolution, introduced by Dr. Brainerd, on motion of Dr. Barton & Prof. Kellogg, was adopted by a rising vote:-

“Whereas our esteemed colleague, the Honorable John Abner Mead of the Class of 1864, has signified to President Thomas his desire, in commemoration of the fiftieth anniversary of his graduation, to erect a Chapel for Middlebury College, and his readiness to furnish the sum of from fifty thousand to sixty thousand dollars for the erection of such an edifice,

Resolved that the President and Fellows of Middlebury College hereby accept of this magnificent benefaction with sincere gratitude to both Dr. & Mrs. Mead and their family for their deep interest in the religious welfare of the College, so impressively manifested by this provision of a suitable place for divine worship.

Resolved that the Trustees through the Committee nominated by Dr. Mead will use their best endeavors to secure the erection of a dignified and substantial structure, in harmony with the other buildings of the college, and such as will meet the approval of the donor.”

Dr. Mead made fitting response to this resolution. His letter of presentation follows in full:-

[Letter of Gift copied by hand verbatim
with quotation marks around
“Mead Memorial Chapel”]

On motion of Mr. Partridge, seconded by Dr. Abernathy, the Building Committee for the Mead Chapel was elected as above, Messrs. Thomas, Brainerd, Mead and Weeks.

Mr. Collins of the architectural firm of Allen & Collins then appeared before the Board with tentative plans for the new Chapel, which were discussed at length.

PSUMF ¶ 28.

The Middlebury College Trustees unreservedly and enthusiastically accepted Dr. Mead’s offer to erect a chapel, which offer contained the explicit language: “the

same to be known as the “Mead Memorial Chapel,” The Trustee Minutes recorded the entire Offer Letter verbatim, including the “Mead Memorial Chapel” name in quotes. PSUMF at ¶ 29.

The gift of the Mead Memorial Chapel was widely reported in the Vermont press and Dr. Mead’s offer letter was reprinted in several news articles. PSUMF at ¶ 30. The Burlington Free Press had a special report which specified that the Chapel was “to be called the Mead Memorial Chapel”. PSUMF at ¶ 31. The Rutland Herald reported on the reason for the gift as set forth in Mead’s Letter, indicating:

“it is *peculiarly fitting* that Dr. Mead should thus recognized Middlebury College, an institution so peculiarly a part of his native state and his personal environment, *for the reason that, as he sets forth in his letter of gift*, his great-great-grandfather was the first white settler in the Otter Creek valley, and brought the Bible, in all its sublime and uplifting beauty, to the peaceful Indians of the wilderness.”

PSUMF at ¶ 32.

President Thomas wrote a marketing article that was published in the April 8, 1915 edition of the Boston Evening Transcript, entitled MIDDLEBURY’S 100 YEARS, Old Traditions Preserved in New Chapel” in which he explained: “He [Mead] asked that *the chapel to bear his name* might ‘rise from the highest point of the campus, as a symbol of the position, most prominent in every respect, which Christian character and religious faith should always maintain in its work for our youth.’”

PSUMF at ¶ 34.

F. Ground Breaking Ceremony and Cornerstone Presentation

The Ground Breaking Ceremony and the Presentation of the Cornerstone for the Mead Memorial Chapel was held on June 23, 1914 during the 1914 Middlebury College Commencement Exercises, which coincided of course with Mead's 50th anniversary of his graduation. PSUMF at ¶ 36.

Mead and Thomas planned the Ceremony, having Mead's grandson and namesake, John Abner Mead Hinsman, known as "Little John" help him to break the ground and place a metal box into the Cornerstone, which would contain Little John's Bible and the Mead family tree showing his lineage back to the Mead ancestors who settled the valley, brought the first Bible to the unbroken wilderness, and who were being memorialized and whose strength of character and religious faith were symbolized in the structure. PSUMF at ¶ 35.

There were several speeches made all of which convey the understanding that the chapel was to be a memorial to and which would bear Mead's name.

First, Governor Mead gave his presentation speech in which he stated:

*"On this date, I wish to break the ground and place the corner stone **for this Memorial Chapel**, with the hope and prayer that there shall be a sacred duty resting upon each, to make this Holy Temple, so soon to be erected, an instrument of great good **to those of this generation and to those who may follow after . . .**"*

PSUMF at ¶ 37

Then and most importantly, the Rev. James L. Barton, D.D., LL.D., Class of 1881 then delivered the "Acceptance in Behalf of the Trustees" during which he stated:

It is doubly gratifying to me, as it is to the Board of Trustees, **that this building, as a memorial, will bear the name of one so long and so honorably connected with this institution** and who in the state and nation has always upheld and promoted true piety and civic and national righteousness.

This chapel will provide for the generations of students and faculties of this college that to which the other buildings cannot minister. To this place all will turn in order to experience the reality of the unseen, to satisfy the thirst of the soul for God.

We then, the Trustees of this College, on behalf of ourselves and our successors, in the name of the generations of students it will serve, in full recognition of the supreme importance of such a religious center to the life of the institution, **and in loving memory of him whose name this structure is to bear, gratefully accept at your hand this Chapel** as we pledge ourselves to safeguard to the limit of our capacity the gift and the ideals it is intended to perpetuate.”

PSUMF at 37.

Last, Prof. Charles B. Wright gave an “Address in Behalf of the Faculty” which he ended with the statement:

The Faculty thank you, Governor Mead, from profoundly grateful hearts. You have bodied forth our dream of years; you have given to an airy nothing a local habitation – **and not the least of our pleasure is the thought that through all the days to be it will bear your honored name.**

PSUMF at ¶ 39.

The Cornerstone for the Mead Memorial Chapel was laid at the Groundbreaking Ceremony, in which Mead’s grandson and namesake, 3-year-old John Abner Mead Hinsman (“Little John”), placed his small Bible and family tree (back to original settler Colonel James Mead) into a metal box inside the Mead Memorial Chapel Cornerstone. PSUMF at ¶40.

The photographs from the Ceremony show Little John holding a little shovel and being held over the Cornerstone to deposit the Bible box inside. Also photographed is Pres. Thomas holding the original Mead family Bible, which was the Bible that the Mead ancestor/settlers brought to the “unbroken wilderness”. A Scripture Lesson was read from the Mead Family Bible during the Ceremony. PSUMF at ¶ 40, 41. The Mead family members who live in Vermont, still have possession of the Mead family Bible today. PSUMF at ¶ 42.

G. Modifications to the Agreement

1. **First Amendment to Agreement:** From June to December of 1914, Mead and Thomas and the Building Committee worked on getting plans, estimating costs, entering into contracts, and trying to figure out how to get the most for their money. Because the costs were definitely going to exceed \$60,000, a modification to the agreement was reached whereby Mead would agree to pay the full \$60,000 of the range he was contemplating, but instead of him agreeing to complete the Chapel, that obligation was shifted to the College. PSUMF at ¶ 43.

On December 18th, 1914, Middlebury College’s Board of Trustees resolved to go forward with construction of the “Mead Memorial Chapel,” “with the understanding that \$60,000 – would be contributed by Dr. Mead, the balance estimated at about \$1,000 – to be contributed by the College.” PSUMF at ¶ 43.

On January 13th, 1915, John Abner Mead wrote an acceptance letter to the Trustees of Middlebury College agreeing to pay \$60,000 if the College agreed to complete the chapel:

“I agree to furnish funds for the discharge of this contract and for the expenses connected with the erection of this chapel, to the amount of \$60,000, as may be required during the construction and in accordance with the terms of the above contract, binding myself, my heirs and my assigns as above specified. It is agreed on the part of said Trustees that they are to complete said chapel, making it complete in every way, as to grounds, furnishings, etc., for the purposes of a college chapel, as voted at the meeting of the Trustees of said college held in New York City Dec. 18, 1914, and as defined in correspondence between the president of Middlebury College and myself.”

PSUMF at ¶ 44.

2. **Second Amendment to the Agreement** - was made in late February 1915, due to Mrs. Mead requesting a change in the plan regarding pilasters and windows which resulted in a higher cost.

On February 27th, 1915, John Abner Mead offered to pay an additional \$1,031 to purchase and install the windows and pilasters if the Trustees agreed to finish the chapel as agreed and to install a \$5,000 pipe organ. PSUMF at ¶ 45-47. On March 1, 1915 Thomas wrote to Trustee Partridge regarding approving Mead’s offer and also on March 1, 1915, wrote to Rogers authorizing the \$1,031 changes. PSUMF at ¶ 47.

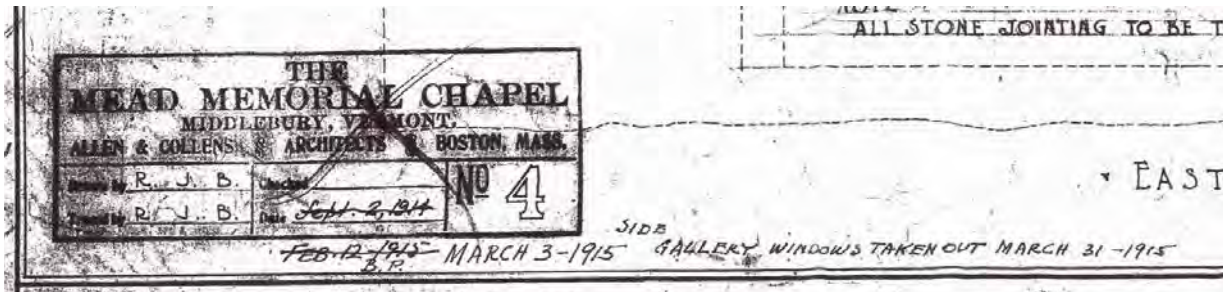
On April 14th, 1915, Middlebury College’s Board of Trustees accepted John Abner Mead’s offer to add \$1,031 and the College will buy a \$5,000 pipe organ, stating in the meeting minutes: “Voted, that the Trustees accept with gratitude Dr. Mead’s

proposal to add \$1,031 – to the gift of the Chapel, and agree to install therein a pipe organ to cost \$5,000.” PSUMF at ¶ 53.

H. Building Plans approved by Mead

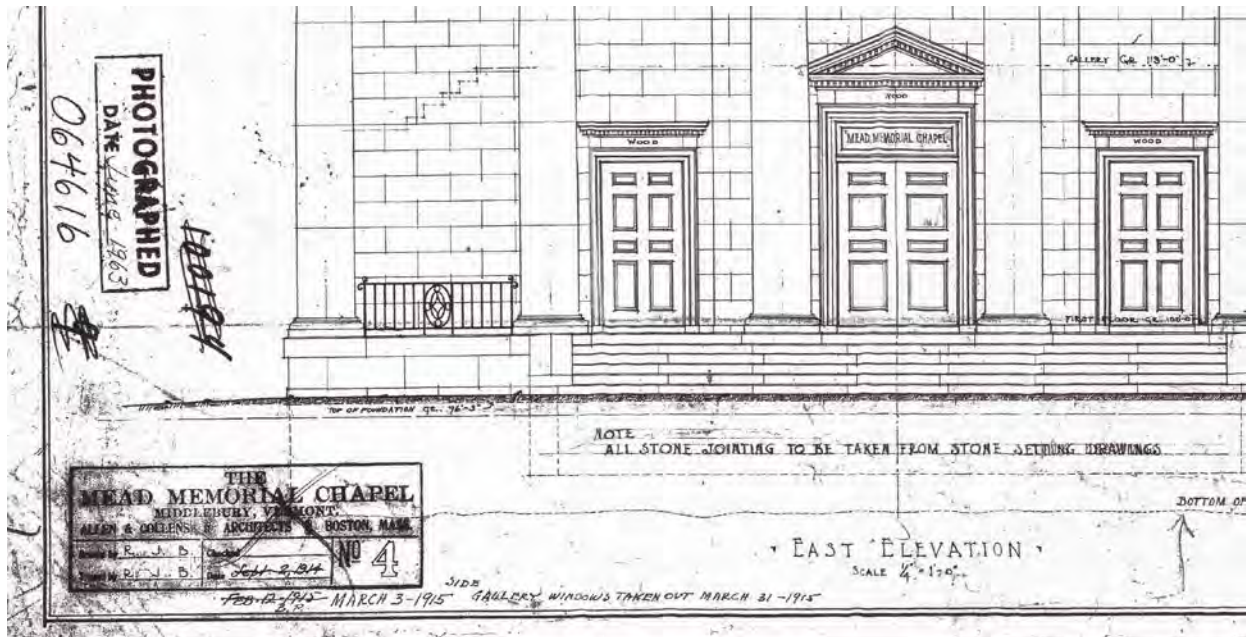
The Mead Memorial Chapel architectural plans bearing final date of March 31, 1915 and which incorporated the final change of the windows and pilasters, are the “plans and specifications” which were approved by Mead. PSUMF at ¶ 49.

Each page of the Allen & Collens architectural plans, which are contained at Ex. 14, 15, 16, & 17, bears the label: “The Mead Memorial Chapel”. PSUMF at 49. See for example Ex. 14:



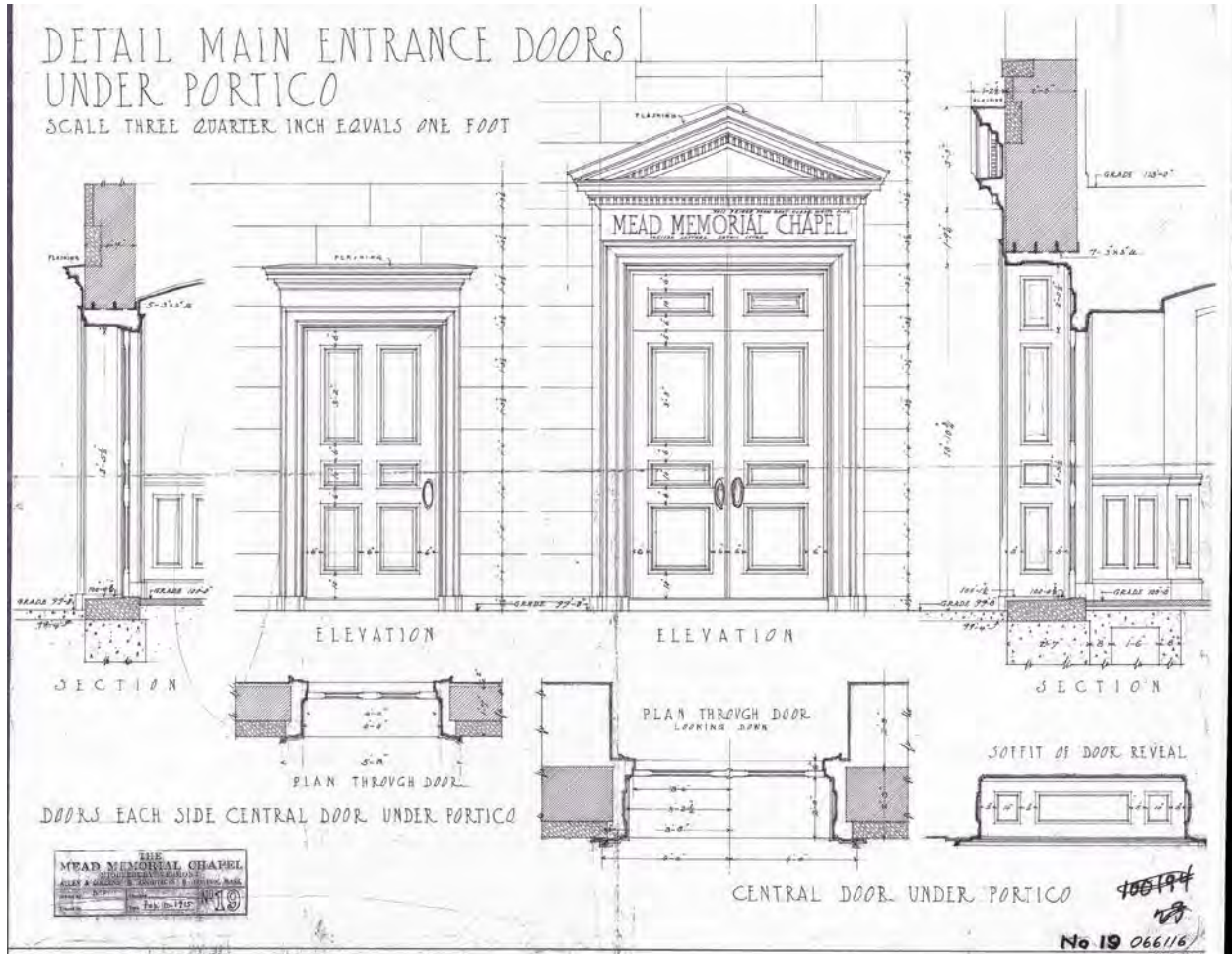
PSUMF at ¶ Ex. 49.

Exhibit 14 are the plans for the East Elevations – Main Entrance of the Chapel. The Mead Memorial Chapel sign is detailed on the plans and appears over the main entrance door under the Portico:

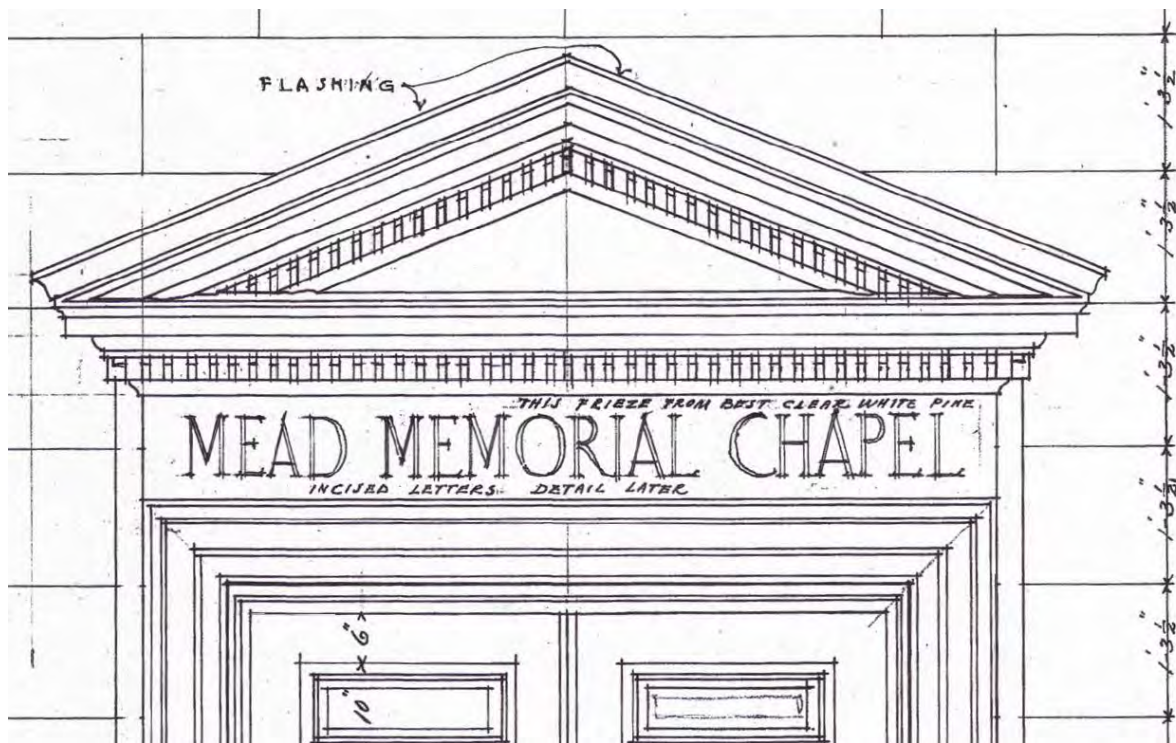


Ex. 14.

Exhibit 15 are the plans for the Detail Main Entrance Doors under the Portico. The Mead Memorial Chapel sign is detailed on the plans and appears over the main entrance door under the Portico. See Ex. 15 immediately below:



A closeup view of the detail of the Mead Memorial Sign on Exhibit 15 reveals the specifications of material: "THIS FRIEZE FROM BEST CLEAR WHITE PINE", the wording of the sign: "MEAD MEMORIAL CHAPEL", that they will be incised letters with detail to follow, and of course the exact measurements and specific location to affix the sign to:



Ex. 15.

I. The Chime of Bells

On June 21, 1915 Dr. Mead sent an additional offer letter to President Thomas stating: “If acceptable to the members of the Board of Trustees, Mrs. Mead and I would be pleased to add a chime of bells to our gift of the Mead Memorial Chapel.” PSUMF at ¶ 54.

On June 23rd, 1915, Middlebury College’s Board of Trustees gratefully accepted John Abner Mead’s offer to add the Chime of Bells, evident in the following meeting minutes: “It was voted that the gift of Mr & Mrs Mead be gratefully accepted.” PSUMF at ¶ 56. The entire cost of the Chime of Bells was paid directly by Mead to Meneely Bell Company in the amount of \$6,960 in December 1915. PSUMF at ¶ 57.

Dr. and Mrs. Mead’s addition gift of a Carillon of Bells was installed in the Chapel tower. There were eleven bells, the largest weighing 2500 pounds and the smallest 275 pounds. Each bell bears the inscription:

“Presented to Middlebury College
by
John Abner and Mary Sherman
Mead.”

“Ring in the valiant man and free,
The larger heart, the kindlier
hand;
Ring out the darkness of the land,
Ring in the Christ that is to be.”

PSUMF at 55.

J. Chapel Construction

The construction of the Mead Memorial Chapel proceeded over the next two years, during which time Dr. Mead attended meetings of the Mead Memorial Chapel Building Committee in Middlebury, met with architects, approved project designs, controlled the budget, and provided credit and payment for all labor and materials. PSUMF at ¶ 58.

As the College grew, changes were inevitable. The balconies were added in 1938 (with the consent of Mead's daughter, Mrs. Carl Hinsman, see Exhibit 46), increasing the seating capacity to 715. The original organ was replaced in 1971 by the large Gress-Miles organ. The tower now holds a wonderful 48-bell carillon, cast and tuned in France from the original bells and other sets. It is played regularly. Seven of the original eleven bells were recast and reinscribed with Mr. and Mrs. Mead's presentation inscription and Bible verse so that each of the original eleven Bells remain as they were originally inscribed with Dr. & Mrs. Mead's name on each bell. See current day photos of Bells and Mead inscriptions at Ex. 23. PSUMF at 61.

K. 1916 Dedication Ceremony & Presentation of the Keys

The Mead Memorial Chapel Dedication Ceremony was held on June 18, 1916 during which Dr. Mead made a Presentation Speech, recalling his grandson's role in the Groundbreaking and Setting of the Cornerstone two years earlier, when "Little John" was only 3 years old:

With the labor of love and devotion all complete, it is with great pleasure and an honor that I, through him who assisted me some two years since “in removing the soil” for the “setting of the corner stone”, and who placed under the same his token of love, - his Bible and a short history of his relation to those who made this Temple possible; as I state, it is with pleasure, that through him, I may present to you, Doctor Brainerd, former President of this College, the keys to the Mead Memorial Chapel, - and may the Kind Providence who governs all our efforts for the greatest good and happiness of his children, give you all strength and wisdom, - that your and our fondest and most extravagant anticipations of this day may be more than realized, in the years that are to come.

PSUMF at ¶ 63.

Mead’s speech was followed by “Little John,” now 5-years, presenting the Keys to the Mead Memorial Chapel to the College Trustees. PSUMF at ¶ 64.

Dr. Brainerd, Former President of Middlebury College accepted the Keys on behalf of the Trustees and stated the following in his acceptance speech:

Doctor Mead:-

I esteem it a great privilege to appear in behalf of the President and Fellows of Middlebury College and accept publicly, your gift of this beautiful sanctuary, that we have this day met to dedicate to the service of Almighty God. For many years, especially since the old chapel proved too small to hold even the half of our students, it has been the fond hope and the earnest prayer of the friends of the College, that in God’s providence there might appear a man of the religious fervor and the financial ability requisite to meet this urgent need for a larger and more suitable edifice. Today our ardent hopes are realized; our prayers are graciously answered. ***And to me it is especially gratifying that our benefactor is my beloved classmate, one to whom I am bound, now for fifty six years, by ties of the warmest friendship.***

During these many years (which have passed with us so swiftly) the Heavenly Father has been pleased to grant you strength of mind and body, and varied opportunities for doing great service to your fellowmen. How well I recall the patriotic zeal with which, while yet a student in college, you enlisted in the war to maintain the union of these United States. [Unreadable word] later, as a well-trained physician, you served in another war—against

the diseases that distress mankind; and by sound judgement and kindly sympathy achieved an enviable reputation in his beneficent calling. Still later your executive talent enabled you to build up a great industry, whose products are now used in every civilized portion of the world. More recently you served the commonwealth of Vermont, in the highest public office, with business sagacity, with fidelity, and with honor. ***But the noblest deed of all—the one for which future generations will hold you most in grateful remembrance***—is the erection of this spacious and attractive chapel, where the religious life of the College may find fitting expression and the stimulus of hallowed associations.

With grateful hearts, ***dear brother***, we accept your generous gift: and we assure you of our earnest purpose so to utilize its opportunities for religious culture, as to promote the growth of earnest Christian character in the students of Middlebury College.---***Here for generations yet to come the melodious bells of this Chapel shall sound out over the Campus and the Town*** the strains of Christian music, that from childhood have awakened in our souls the sentiments of faith and courage and earnest living.

...
The lord reward you, ***dear friend***, for all that you have done, or may yet do, for the good of others; and may the years of earthly life that still remain be your best years, filled with blessed memories and abiding peace.

PSUMF at ¶ 65.

After the Dedication Ceremony, the 1916 Kaleidoscope, the Middlebury College Annual was dedicated to Governor Mead with a photo of the Chime of Bells and a poem, “The Chapel Bell.” PSUMF at ¶ 66. The Mead family was invited to attend the first assembly of students in the Mead Memorial Chapel. PSUMF at ¶ 67.

L. The Importance of the Mead Memorial Chapel to the College

Middlebury College’s website explains the import and significance of the Mead Memorial Chapel which symbolizes the aspirations of the College, just as Mead intended:

“This beautiful white marble structure rises on the highest point of the campus, its spire symbolizing the aspirations of the College.”

“The light which shines here nightly is seen in the entire valley. Over the portal are carved the words from Psalm 95:4, “The Strength of the Hills is His Also.”

PSUMF at ¶ 69.

Middlebury College’s Professor Emeritus, History of Art and Architecture, Glenn Andres who detailed the history, symbolism and importance of the “Mead Memorial Chapel” to Middlebury College, stated: **“The monumental centerpiece and aesthetic keystone for the college for 100 years, Mead Chapel has remained an important symbolic and central venue for college activities and traditions.”** PSUMF at ¶ 70.

In addition to the value of the building itself, Middlebury College Trustee and Treasurer John Fletcher felt that the gift toward construction of the chapel would be helpful in securing financial support for Middlebury from the State Board of Education, as referenced in his correspondence concurring with the acceptance of Mead’s offer to build the Mead Memorial Chapel.

After the Mead Memorial Chapel was built in 1916, Dr. Mead provided President Thomas with photos and other materials documenting the construction of the Chapel so President Thomas could create a booklet which they used to “stimulate some of our friends to pattern after Mr. Hepburn’s example and give you an elegant

dormitory for the girls or possibly something else which you might more desire at this time.” PSUMF at ¶ 73.

In September of 1916, Pres. Thomas ordered 250 copies of the “Hymnal of Praise” with the inscriptions “MEAD MEMORIAL CHAPEL,” stamped on the covers in gold.

In December of 1916, John Abner Mead agreed to pay additional amounts over and beyond the final agreement with the Trustee for Hymn Boards to be installed in the Mead Memorial Chapel at cost of \$1,559.39. PSUMF at ¶ 76 and 59.

John Abner Mead made other financial contributions to Middlebury College during his lifetime in addition to erecting the Mead Memorial Chapel, i.e., \$1,000 in 1918 to the Endowment Fund. He left no provision for Middlebury College in his Last Will and Testament. PSUMF at 77.

M. Mead’s Charitable Gifts to others - Risk vs. Trust

It is true that Dr. Mead also made substantial financial donations to other charitable causes during his lifetime, including the establishment of a youth center facility open to all faiths which Mead named “The Community House.” PSUMF at ¶ 78. The fact that Mead signed a reversionary deed that was obviously prepared by a real estate attorney has no bearing on his offer to Middlebury College two years earlier. Factually there is no relevance for the following reasons:

- 1) The deed was signed two years after Mead’s offer to the college,
- 2) The deed was obviously prepared by a real estate attorney,

- 3) The deed was required in order to convey real estate,
- 4) The conveyance of real estate was for the purposes of setting up the youth center, a new, unknown, and undoubtedly risky venture that had some significant chance of failure which was appropriate to protect with such a deed.

Another fundamental difference relating to the risk that this comparison raises is the issue of trust. From the Trustees' Letters accepting Mead's offer, to Rev. Barton's Acceptance Speech at the Groundbreaking, to Dr. Brainerd's Acceptance Speech at the Dedication Ceremony, to Mead's Eulogy by President Thomas, to the Board's tribute to Mead in their 1920 Minutes, to the hundreds of letters between Thomas and Mead, we see that Mead was not only held in the highest esteem for his amazing accomplishments, but was a "beloved classmate bound together for 56 years by ties of the warmest friendship", and served on the Board with the other Trustees for decades, working in concert with one another to build a College of great importance, even if their "updated curriculum" included Eugenics.

It is the trust that Mead had with his fellow trustees and their shared understanding that a promise to name a building as a memorial to honor and remember ancestors, was a promise forever. Moreover, this was a religious chapel that was to memorialize the Mead ancestors who embodied and symbolized the "simplicity and character of the inhabitants" of the area and the removal of the Mead name is a breach of a sacred promise that was made through the prayers and dedications offered to the Mead Memorial Chapel and Governor Mead.

And we can suppose it is that trust, that prevented the insertion of some sort of language such as “in perpetuity” with regard to the name Mead Memorial Chapel. However, there is no evidence to suggest that “in perpetuity” language was even being used at that time and place in history. Therefore, we have absolutely no evidence to suggest that it would have ever occurred to the parties, to specify that a name in quotation marks with the verbiage “the same to be known as”, would have only temporary effect for some finite time period. A name is a name is a name.

Middlebury was in the business of enticing donors to make massive donations towards needed buildings, offering naming rights to donor who were only providing 25% of the cost to construct buildings, not the 98 % that Mead paid. So, why would anyone think there would ever be a reason to expect that the name of one so revered, who was a giant of his time and a hero to Vermont and to Middlebury College, would ever be removed from a sacred chapel that was blessed and dedicated with a Scripture Lesson from the original Mead family Bible, which contains Little John’s Bible and his family tree, and with the Chime of Bell inscriptions with the Mead names and Bible verse? It would have been inconceivable to the parties in 1914, that the Mead Memorial Chapel name would ever be removed, unless the building burned down and no longer existed. There was simply no need to insert the term “in perpetuity”, because it was understood and repeatedly demonstrated by the many examples, that it was universally understood, by the parties, the faculty, the newspapers, and the public, that the Mead Memorial Chapel would bear the Mead name for as long as the

Chapel existed. Being made from Vermont marble, that was expected to be a very, very long time, lasting for the future generations referred to by the Trustees.

N. Defendant's Pattern & Practice re: Alterations to Named Buildings

There is other evidence that should be considered regarding the Defendant's pattern and practice of obtaining donor approval and consent to significant changes or alterations to buildings. In particular regarding the Mead Memorial Chapel:

On June 14th, 1920, about 6 months after John Mead's death, Pres. Thomas wrote to Mead's son-in-law, Carl B. Hinsman about "completing" the west end of the Chapel with marble, as it had been built of wood to save costs when the Chapel was erected by Mead and stating:

"My thought is that it is something that ought to be borne in mind to be done at the proper time and ***that measures should be taken to insure that the Chapel will be preserved as a memorial to Dr. Mead.***"

PSUMF at ¶ 85.

On April 29th, 1931, Carl B. Hinsman wrote to Pres. Moody about repairs to the spire, and expressed Mrs. Hinsman's (Mead's daughter) strong desire that it be restored stating, "[we] feel it quite a calamity if the spire was removed entirely. . . The Building occupies such a commanding position on the Campus and in the landscape surrounding it that it would be indeed regrettable if the spire should be abridged or done away with." On May 8th, 1931, Pres. Moody wrote to Carl B.

Hinsman saying the matter was settled, and that they were to proceed with repairs to the spire.

On July 20th, 1937, Pres. Moody wrote to Mrs. Carl Hinsman asking for consent to add the galleries as balcony seating, in which he stated:

. . . And we did wish to have your consent to any change made in a building given to the college by your father.

In exactly the same way, when we had outgrown the Starr Library, which has given the college by the Starr family, and had in hand money for its enlargement, we went to Dr. Starr for permission to make the enlargement. He not only consented to our plans, but refused to allow another donor to give anything toward the construction, saying that since it was a Starr Library, he did not wish any but star money to go into the building. The amount was more than he wanted to lay out in one payment so he spread it over several years, reimbursing the College in partial payments. We had contemplated a change in Hepburn hall, but there again I would not be willing to go ahead without the consent of Mrs. Hepburn.

PSUMF at ¶ 86.

Moreover, in 1985, when a donor offered a 36 bell carillon to add to the original 11 bells donated by the Meads, 7 of the original 11 bells were recast and were ordered to be re-engraved with Mead's gift and Bible verse:

“Following our telephone conversation of March 28, 1985, I write to confirm that the following inscription should appear on the first eleven bells:

GIFT OF GOVERNOR MEAD AND MARY SHERMAN MEAD
PRESENTED TO MIDDLEBURY COLLEGE BY
JOHN ABNER AND MARY SHERMAN MEAD

A. D. 1915

RING IN THE VALIANT MAN AND FREE
THE LARGER HEART THE KINDLIER HAND
RING OUT THE DARKNESS OF THE LAND
RING IN THE CHRIST THAT IS TO BE”

PSUMF at ¶ 89.

O. Other Named Buildings

1. **Pearsons Hall** - On February 9, 1910, Pres. Thomas wrote to D. K. Pearson soliciting money and stating, “***We want to call it Pearsons Hall, if you will let us.***” PSUMF at ¶ 93.
2. **McCullough Gymnasium** – On February 9, 1910, Pres. Thomas wrote to John G. McCullough: “But if you could make the “McCullough Gymnasium Fund” \$25,000, on condition that I secure a like sum from other sources, I believe I could get the balance for a “McCullough Gymnasium” before next commencement.” PSUMF at ¶ 94.
3. **Gifford Memorial Hall** - On July 20, 1939, The President and Fellows of Middlebury College acknowledged Mrs. Giffords generous offer which contained the exact same verbiage as the Mead Offer Letter 25 years earlier:

“...in receipt of your letter of July 20th 1939, in which you offer for yourself, your heirs, executors and administrators, to pay the cost of building and furnishing and equipping a hall for the use of the boys of Middlebury College, ***to be known as, “The James M. Gifford Memorial Hall for Boys”***, provided the college will permit the erection of the building on its land to the north of Mead Memorial Chapel in a situation corresponding to that of Hepburn Hall to the to the South of the Chapel.

PSUMF at ¶ 101.

But perhaps, the most important document which was discovered in the Gifford Building archives is the October 31, 1940 Board Acceptance of the “James M. Gifford Memorial Hall for Boys” reads:

“The graciousness and hospitality of this building are a symbol of the generous nature of his whose name it bears. ... ***It is a fitting memorial to a life which exemplified all these virtues, simple but massive, harmonious yet strong.*** ... We recognize that though only the name of James M. Gifford adorns this building, nevertheless into its stone and mortar has gone something more, - a lifetime’s devotion, to one worthy of that devotion. ***This gift to the College which Mr. Gifford loved so greatly and served so long, so faithfully and so efficiently, is gratefully accepted, not only for its own sake, but for the sake of him in whose honor it stands and for your sake, Mrs. Gifford, who have so wonderfully preserved his name, along with the great names of the College, - Painter, Starr, McCullough, Mead, Hepburn, and now Gifford.***”

PSUMF at ¶ 103.

This letter provides us with a definitive admission by the Defendant that Mead was absolutely considered one of “the great names of the College” and using his name and others, to entice Mrs. Gifford to donate \$250,000 in funds to erect a memorial to her husband, with the promise that Gifford’s name would be “preserved” forever, just like the other greats of the College. This is also proof of Middlebury College’s use of naming rights as an enticement to donors and it is further proof that the 2021 actions of the Defendant in removing the Mead name, was in contravention of the promises,

understanding and agreement between the parties, which Defendant has breached with its erasure of John Abner Mead and the Mead family name.

P. Middlebury College's Breach of the Agreement & Broken Promise

In the early morning hours of Monday, Sept. 27, 2021, Middlebury College removed the wooden "Mead Memorial Chapel" sign, which hung in a niche above the entrance of the Chapel, identifying the College's house of worship and "Meeting House" for community gatherings for the past 105 years. Complaint/Answer ¶ 6. The College did not issue a public statement in advance of the removal of the sign for "Mead Memorial Chapel." PSUMF at ¶ 107. The College did not notify the Mead family nor seek their consent to alter the building, to remove the sign from the building or to remove the Mead name from the memorial chapel. PSUMF at ¶ 108.

The 2021 removal of Mead family name from the Mead Memorial Chapel was a breach of the contract's most essential term, the consideration expected by and bargained for by John Abner Mead, that the chapel he was erecting for the college would be a memorial to his ancestors, bearing his family name forever. Given the evidentiary record already assembled, could any reasonable person actually believe that the Trustees did not agree to name the chapel the "Mead Memorial Chapel" or that Mead would have built the chapel if his term or condition were denied?

V. BREACH OF CONTRACT

In the recent case of *Sutton v. Vermont Reg'l Ctr.*, the Vermont Supreme Court clearly articulated:

The essential requirements for a contract as “a bargain in which there is a manifestation of mutual assent to the exchange and a consideration.” Restatement (Second) of Contracts § 17(1) (1981). A unilateral contract will form where an offeror makes an offer that can be accepted by performance, and the offeree performs. *Ragosta v. Wilder*, 156 Vt. 390, 394, 592 A.2d 367, 370 (1991) (stating that “under a unilateral contract ... the offeree must accept, if at all, by performance, and the contract then becomes executed’ ” (quoting *Multicare Med. Ctr. v. State Soc. & Health Servs.*, 114 Wash.2d 572, 790 P.2d 124, 131 (1990))). Consideration sufficient for contract formation can include a broad range of benefits: The “**definition of a benefit is extremely broad, and requires simply that [promisors] receive something desired for [their] own advantage.**” *Kneebinding, Inc. v. Howell*, 2014 VT 51, ¶ 17, 196 Vt. 477, 99 A.3d 612 (quotation omitted).

Sutton v. Vermont Reg'l Ctr., 2019 VT 71A, ¶ 60, 212 Vt. 612, 238 A.3d 608, 631 (2020)

The Defendant’s challenge to the Contract claims, is completely without merit. Defendant claims that the naming of the chapel was a “vague” reference and likely an “afterthought,” and not an essential term of the contract.

The Trustee meeting minutes recorded a resolution to accept Mead’s Offer, copying into the minutes by hand, Mead’s Offer Letter in full and *verbatim*, including the quotation marks around “Mead Memorial Chapel” to ensure that the offer that was being accepted was adequately described. Thus, the minutes themselves recorded the very words “the same to be known as ‘Mead Memorial Chapel,’” and to suggest otherwise is totally unsupported by the record evidence.

Next, Defendant claims that the naming of the chapel does not provide sufficient consideration to support a contract. Nothing could be further from the truth. As the Vermont Supreme Court has just recently explained:

The existence of a contract or contracts between the parties is a question of fact subject to the latter standard of review. See *Sweet v. St. Pierre*, 2018 VT 122, ¶ 11, 209 Vt. 1, 201 A.3d 978. However, “[t]he existence of sufficient consideration for a contract is a question of law.” *Bergeron v. Boyle*, 2003 VT 89, ¶ 19, 176 Vt. 78, 838 A.2d 918.

Theberge v. Theberge, 2020 VT 13, ¶ 7, 211 Vt. 535, 541, 228 A.3d 998, 1002 (2020).

The *Theberge* Court then went on to explain the concept of consideration in full:

. . . consideration exists only where a promisee “giv[es] up something which the promisee was theretofore privileged to retain, or doing or refraining from doing something which the promisee was then privileged not to do, or not to refrain from doing.” 3 R. Lord, *Williston on Contracts* § 7:4 (4th ed. 2019). A promise to refrain from doing something which the promisee was never legally empowered to do—like a promise to do what one is already legally bound to do—“creates no new duty and cannot support an action; nor does it afford a consideration for a promise by the other party.” *Manley v. Vt. Mut. Fire Ins. Co.*, 78 Vt. 331, 336, 62 A. 1020, 1021 (1906) (holding that “if one promises to do what he is already legally bound to do, the promise is nude”).

We first observe that mutual promises may provide the necessary consideration for contract formation. *H.P. Hood & Sons v. Heins*, 124 Vt. 331, 337, 205 A.2d 561, 565 (1964) (“Mutual promises, in each of which the promisor undertakes some act or forbearance that will be, or apparently may be, detrimental to the promisor or beneficial to the promisee, and neither of which is void, are sufficient consideration for one another.” (quoting 1 *Williston on Contracts* § 103, at 395-96 (3d **1004 ed. 1957)); see also *Bergeron*, 2003 VT 89, ¶ 19, 176 Vt. 78, 838 A.2d 918 (finding “bargained for exchange of mutual promises was sufficient consideration to support the contract”)....

“Simply put,” in order to satisfy the consideration requirement, “the promisor must receive something desired for his or her own advantage.” *Lloyd's Credit Corp. v. Marlin Mgmt. Servs., Inc.*, 158 Vt. 594, 599, 614

A.2d 812, 815 (1992) (explaining that “a mere expectation or hope of benefit is sufficient to serve as consideration” (quotation omitted)).

Nor does the fact that the benefits obtained in this agreement may flow largely to third parties preclude a determination of consideration. Restatement (Second) of Contracts § 71 cmt. e (1981) (“It matters not from whom the consideration moves *544 or to whom it goes. If it is bargained for and given in exchange for the promise, the promise is not gratuitous.”); see also *Kneebinding, Inc. v. Howell*, 2014 VT 51, ¶ 17, 196 Vt. 477, 99 A.3d 612 (noting that “[t]he definition of a benefit is extremely broad” (quotation omitted)). See *Lloyd's Credit Corp.*, 158 Vt. at 599, 614 A.2d at 815 (“[C]onsideration can exist without economic benefit or advantage; a benefit need not be measurable in money. The extent of a benefit is not important; a very slight advantage is sufficient to constitute consideration.” (quotation and citation omitted)); see also Restatement (Second) of Contracts § 79 (“If the requirement of consideration is met, there is no additional requirement of ... equivalence in the values exchanged.”).

...
Town of Rutland v. City of Rutland, 170 Vt. 87, 90, 743 A.2d 585, 587-88 (1999) (explaining that existence of contract “depends on facts as well as the reasonable inferences to be drawn from them, and is also influenced by the situation of the parties and the subject matter”).

Id. at ¶ ¶11-14 & 21 (2020).

Turning to the case at bar, there are overwhelming undisputed facts to establish a contract by mutual consent to the contract term that the chapel would bear the name “Mead Memorial Chapel” which was supported by valid consideration: a benefit to John Mead to have a Memorial to his ancestors and his family name forever remembered, specification of the location of the chapel, complete control over the plans and specifications, and the establishment of a Building Committee with certain members and himself.

In addition to the naming of the chapel being a benefit to Mead and a detriment to Middlebury College, who had no obligation or duty to name the chapel after the Mead ancestors, there was other valid consideration, i.e., Mead's design control and complete approval of the plans, and his requirement of a building committee with certain members. However, most importantly, the College engaged in further negotiations with Mead to modify the agreement, twice. This is what is referred to as bargained-for consideration. The first modification of the agreement was that Mead agree to pay a full \$60,000 if the College would agree to complete the chapel with all the furnishings, etc.. The second modification of the agreement that was further bargained for was when Mead agreed to pay an additional \$1,031 over his \$60,000 commitment, for the pilasters and windows, in exchange for the College agreeing to complete the chapel AND buy a \$5,000 organ for the chapel.

These bargained for promises were a detriment to the College and a benefit to Mead. He negotiated with the College to complete the chapel and buy an organ so that his Mead Memorial Chapel would be completed, even though the cost was more than he was willing to spend. Therefore, because there is sufficient evidence of a bargained for exchange, the Court should deny the Defendant's Motion to Dismiss the Breach of Contract claim and grant judgment as a matter of law to Plaintiff.

Furthermore, if the court finds that there was no consideration or mutual consent, a unilateral contract still existed and was consummated when Middlebury College performed by affixing the name to the Chapel. Either way, a contract was formed, performed and thereby consummated during the lifetime of Governor Mead.

Also of recent vintage, the Vermont Federal District Court has explained that in interpreting any contract:

... courts should “presume” that the parties’ intent **“is reflected in the contract’s language when [it] is clear.”** *Kneebinding, Inc. v. Howell*, 2014 VT 51, ¶ 10, 196 Vt. 477, 99 A.3d 612; *see also Dumont*, 2012 WL 1599868, at *4. (“[I]f the terms of the contract are plain and unambiguous, ‘they will be given effect and enforced in accordance with their language.’”) (alterations and internal quotation marks omitted). Courts must also “give effect to every part of the instrument and form a harmonious whole from the parts[.]” *In re Grievance of Verderber*, 795 A.2d 1157, 1161 (Vt. 2002), and **“assume that the parties included contract terms for a reason and [should] not embrace a construction that would render a provision meaningless.”** *Kneebinding*, 2014 VT 51, ¶ 15 (citing *Southwick v. City of Rutland*, 2011 VT 53, ¶ 4, 190 Vt. 106, 35 A.3d 113).

Where **“the scope of the release cannot be determined from the language alone, it must be ‘resolved in the light of the surrounding facts and circumstances under which the parties acted.’ ”** *Inv. Props., Inc. v. Lyttle*, 739 A.2d 1222, 1229 (Vt. 1999) (quoting *Economou*, 399 A.2d at 500). As a result, **“when the language of the document is ambiguous and must be clarified by reference to external evidence, construction becomes a question of fact.”** *Id.* (citing *Housing Vt. v. Goldsmith & Morris*, 685 A.2d 1086, 1088 (1996)).

Dakers v. Bartow, No. 2:16-CV-00246, 2018 WL 8415310, at *4–5 (D. Vt. Sept. 10, 2018).

In the instant case, if the court determines that the contract is ambiguous with regard to whether the name was agreed to forever as an essential term of the contract, or what the timeframe that the name was to adorn the building, then such an ambiguity is easily resolved by the hefty extrinsic evidence that portrays the surrounding facts and circumstances under which the parties acted. Such evidence

is overwhelming: clearly there was an agreement to name the chapel “Mead Memorial Chapel” - forever.

While the court previously noted that if the transaction is considered to be a contract, perpetual terms in contracts generally are disfavored and that “Although a construction [of a contract] conferring a right in perpetuity will be avoided unless compelled by the unequivocal language of the contract, a perpetual contract will be enforced, if the terms are clear. Furthermore, a contract which purports to run in perpetuity must be adamantly clear that that is the parties’ intent, in order to be enforceable.” That is the very case here, from all of the correspondence, Board minutes, and acceptance speeches of the Board of Trustees, the name Mead Memorial Chapel was to adorn the Chapel forever. There simply is not other conclusion that can be reached.

And while “A contract will not be construed as imposing a perpetual obligation when to do so would be adverse to public interests.” 17B C.J.S. Contracts § 608 (footnotes omitted), there is no adverse public interest implicated. First the College is a private institution and in fact, while not a state actor, it would not be in the public interest to enable the breach of a clear, unequivocal obligation that was willingly and enthusiastically accepted by the Trustees.

VI. BREACH OF COVENANT OF GOOD FAITH & FAIR DEALING

Parties in a contractual relationship have an obligation to treat each other in good faith and deal with each other fairly. This is known as the covenant of good faith and fair dealing and it is implied in every contract. The definition of the “covenant of good faith and fair dealing” is broad. See *Carmichael v. Adirondack Bottled Gas Corp.*,

161 Vt. 200, 208-09 (1993) (citing Restatement (Second) of Contracts § 205). It is an underlying principle implied in every contract that each party promises not to do anything to undermine or destroy the other's rights to receive the benefits of the agreement. *Id.* (citing *Shaw v. E.I. DuPont de Nemours & Co.*, 126 Vt. 206, 209 (1966)). The implied covenant of good faith and fair dealing exists to ensure that parties to a contract act with faithfulness to an agreed common purpose and consistently with the justified expectations of the other party. *Id.* (quoting Restatement (Second) of Contracts § 205 comment a). The covenant of good faith and fair dealing protects against conduct that violates community standards of decency, fairness, or reasonableness. *Id.* (quoting Restatement (Second) of Contracts § 205 comment a).

A party asserting this claim does not need to demonstrate a breach of the underlying contract to succeed on their claim for breach of the implied covenant of good faith and fair dealing. *Id.* at 1216 (affirming jury award for breach of the implied contract of good faith and fair dealing even though no breach of express term in the underlying contract was alleged). However, the party must identify conduct separate from that which breached the underlying contract to form the basis for the breach of the implied covenant. See *Langlois v. Town of Proctor*, 2014 VT 130, ¶ 59; see also *Monahan v. GMAC Mortg. Corp.*, 2005 VT 110, ¶ 54 n.5. Stated differently, the party cannot argue that the conduct that breached the underlying contract is the same conduct that breached the implied covenant of good faith and fair dealing. *Langlois*, 2014 VT 130, ¶ 59.

The factual question in this case is whether each party acted in good faith and dealt fairly and consistently with the justified expectations of the other in the performance of their agreement. *Id.* Plaintiff asserts that Defendant stripped the Mead family name by erroneously recounting the Mead Memorial Chapel's own history, that the chapel was named in honor of Governor Mead, instead of his building of a memorial chapel to honor his ancestors. Defendant's removal of 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.

In addition, the College used Mead as a scapegoat, portraying itself as an innocent bystander which naively accepted money from an unknown bad guy who had fallen from grace. Middlebury College created a story to hide its staggering half-century of Eugenics teaching and advocacy, all at the expense of an honorable man who, no matter his limitations and context, spent his life caring for and serving his patients, neighbors, church, city, college, state and nation.

The 1914 Trustees of Middlebury College knew exactly who Governor Mead was, and regrettably, Mead helped to further Middlebury College's institutional Eugenics agenda, at least for a moment in time, in one speech, in 1912. Middlebury College's hypocritical gaslighting and framing of Mead for its crimes, was more than a breach of contract, it was for a bad motive, to lay blame elsewhere. Therefore Defendant has acted in bad faith with improper motive and with wanton disregard for the rights of the Plaintiff, and constitutes a breach of the covenant of good faith

a scapegoating a man for the college's public relations purposes 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.

VII. BREACH of CONDITIONAL GIFT

The Plaintiff has also pled an alternate claim, Breach of a Conditional Gift. A valid gift generally requires three elements: donative intent (no consideration), delivery, and acceptance by the donee. *University of Vermont v. Wilbur's Estate*, 105 Vt. 147, 155, 163 A. 572. There must be acceptance of the gift by the donor, but acceptance may be implied. *Blanchard v. Sheldon*, 43 Vt. 512 (1871). A gift may be conditioned upon the donee's performance of specified obligations or the happening of a certain event.; *Id.*; *Hackett v. Moxley*, 65 Vt. 71, 75, 25 A. 898; *Blanchard v. Sheldon*, 43 Vt. 512, 514. If the obligation is not performed, the donor is entitled to restitution. *Williamson v. Johnson*, 62 Vt. 378, 384, 20 A. 279; Restatement, Restitution, Comment c; 28 Am.Jur.2d, Gifts s 61.

As the Court pointed out in its prior ruling, to the extent that the transaction is considered to be a gift with a perpetual condition subsequent, such conditions similarly are disfavored. "Because noncompliance with the conditions of a conditional gift results in a forfeiture of the gift, the conditions must be created by express terms or by clear implication and are construed strictly." 38A C.J.S. Gifts § 39. "The intention of the donor to create a condition subsequent must clearly be expressed, and, if it is doubtful whether a clause in a deed is a condition subsequent, courts will always lean against construing it as such. 14 C.J.S. Charities § 33.

In the case at bar, if the court determines that there was no consideration, the gift was delivered and accepted by the donee. However, there were conditions on the gift which have now been breached. Removing the Mead sign violated Mead's approval of the plans and specification of the Chapel as well as the condition that the chapel "be known as" "Mead Memorial Chapel." The stripping of the name was a canceling of the College's performance of an essential condition of the gift. Whether the obligation was undone or never performed, the result is the same, the donor is entitled to restitution.

VIII. SPECIAL ADMINISTRATOR'S STANDING TO SUE

Vermont law permits a special administrator to "commence, prosecute, or defend, in the right of the deceased, actions that survive to the executor or administrator and are necessary for the recovery and protection of the property or rights of the deceased," and to "prosecute or defend the actions commenced in the lifetime of the deceased." 14 V.S.A. § 1401; see also *id.* § 1451 (surviving actions include "actions that survive by common law"). A special administrator "may commence and maintain actions as an administrator." *Id.* § 963. *Maier v. Maier*, 2021 VT 88, ¶ 11, 216 Vt. 33, 39–40, 266 A.3d 778, 783 (2021).

Vermont law also permits a special administrator to "commence, prosecute, or defend, in the right of the deceased, actions that survive to the executor or administrator and are necessary for the recovery and protection of the property or rights of the deceased," and to "prosecute or defend the actions commenced in the

lifetime of the deceased.” 14 V.S.A. § 1401; see also *id.* § 1451 (surviving actions include “actions that survive by common law”).

A special administrator “may commence and maintain actions as an administrator.” *Id.* § 963. *Maier v. Maier*, 2021 VT 88, ¶ 11, 216 Vt. 33, 39–40, 266 A.3d 778, 783 (2021). See also *State v. Therrien*, 1993, 161 Vt. 26, 633 A.2d 272, on subsequent appeal 175 Vt. 342, 830 A.2d 28, reargument denied. (Wife of developer, against whom state brought claim on behalf of buyers of lots with defective septic and well systems, was proper party for substitution after developer's death, both as executrix and distributee. Rules Civ.Proc., Rule 25(a)(1); 14 V.S.A. §§ 1401, 1417.); *Estate of Kuhling by Kuhling v. Glaze*, 2018, 196 A.3d 1125, 208 Vt. 273, reargument denied.) (An executor of an estate may commence, in the right of the deceased, actions which survive, and are necessary for the recovery and protection of the property or rights of the deceased.)

In the 2021 Vermont Supreme Court case *Maier v. Maier*, 2021 VT 88, the Court explained:

¶ 36. . . . Consistent with the civil division's role as the court of general civil jurisdiction, such suits by executors or administrators of an estate to enforce a contract of the decedent are typically brought in the civil division of the superior court. See, e.g., *Baldauf v. Vt. State Treasurer*, 2021 VT 29, — Vt. —, 255 A.3d 731 (involving suit filed in civil division by wife as administrator of deceased husband's estate alleging breach of contract); *Estate of Kuhling v. Glaze*, 2018 VT 75, 208 Vt. 273, 196 A.3d 1125 (involving suit filed in civil division by estate against decedent's surviving niece for breach of contract); *Benson v. MVP Health Plan, Inc.*, 2009 VT 57, 186 Vt. 97, 978 A.2d 33 (involving suit filed *49 in civil division by administrator of estate alleging breach of contract against health insurer).

¶ 37. Accordingly, the special administrator may seek to enforce the parties' agreement in the civil division of the superior court.⁵

Maier v. Maier, 2021 VT 88, ¶¶ 35-37, 216 Vt. 33, 48–49, 266 A.3d 778, 788–89 (2021).

In summary, Plaintiff has satisfied all of the elements of breach of contract which is supported by the record evidence, and is fully authorized, as a duly appointed Special Administrator by the Vermont Superior Court, Rutland Unit, Probate Division, under the laws of the State of Vermont, to bring suit on behalf of the Estate of John Abner Mead for breach of contract for a contract performed during his lifetime, and now breached after his death (or other gift or equitable claims).

WHEREFORE, Plaintiff respectfully requests that this Honorable Court Deny Defendant's Motion for Summary Judgment and Motion to Dismiss, and grant judgment as a matter of law to Plaintiff.

DATED at Town of Randolph, County of Orange, and State of Vermont this 25th day of July 2024.

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

By: /s/ L. Brooke Dingledine

L. Brooke Dingledine, Esq., ERN 2387

Attorney for Plaintiff

VALSANGIACOMO, DETORA & McQUESTEN PC

P. O. Box 625

172 North Main Street

Barre, VT 05641

(802) 476-4181 Ext. 311

Lbrooke@vdmlaw.com