

VERMONT SUPERIOR COURT, CIVIL DIVISION, WINDSOR UNIT

Roback et al. v. Washington County Railroad Co. et al.

Roback v. Washington County Railroad Co., No. 405-9-17 Wrcv (Vt. Super. Ct. Dec. 29, 2025) · No. 405-9-17 Wrcv · Decided January 29, 2026

SUMMARY

The Vermont Superior Court, Windsor Unit, grants separate motions for summary judgment filed by Washington County Railroad Company and the State of Vermont. The court holds that plaintiffs failed to provide sufficient evidence of breach, damages, or bad faith concerning a deeded railroad-crossing easement and concludes that the crossing’s closure was based on safety considerations rather than inadequate maintenance. The court also addresses claims for breach of contract, breach of the implied covenant of good faith and fair dealing, and tortious interference with contractual relations.

CASE DETAILS

COURT	Vermont Superior Court, Civil Division, Windsor Unit
WRITING FOR THE COURT	Kerry A. McDonald-Cady
JURISDICTION	Vermont Superior Court, Civil Division, Windsor Unit
DECIDED	January 29, 2026
DOCKET	405-9-17 Wrcv
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs brought claims concerning the closure of a railroad crossing and alleged breaches of contractual and tort duties. The State and Washington County Railroad Company separately moved for summary judgment. The court granted both motions.
STANDARD OF REVIEW	Summary judgment is appropriate when, construing the facts and reasonable doubts and inferences in favor of the nonmoving party, no genuine issue of material fact exists and judgment is appropriate as a matter of law. A movant that would not bear the burden of persuasion at trial may meet its production burden by showing an absence of evidence supporting the nonmovant’s case; the nonmovant must then identify specific facts raising a triable issue and may not rely on mere allegations or speculation.
PRECEDENTIAL VALUE	unpublished

PARTIES

John Roback, Gail Langeloh v. Washington County Railroad Company, State of Vermont

TOPICS

summary judgment breach of contract easements implied covenant of good faith
intentional interference with contract

PRACTICE AREAS

contracts real estate torts civil procedure administrative law remedies

QUESTIONS PRESENTED

1. Whether the State was entitled to summary judgment on the breach-of-contract claim arising from the 1911 deeded easement.
2. Whether the State was entitled to summary judgment on the claim for breach of the implied covenant of good faith and fair dealing.
3. Whether Vermont recognizes an independent freestanding claim for bad faith separate from a contractual claim or implied-covenant claim.
4. Whether the Railroad was entitled to summary judgment on the claim for tortious interference with contractual relations.

HOLDINGS

1. The State was entitled to summary judgment because Plaintiffs failed to produce evidence from which a reasonable factfinder could conclude that inadequate maintenance by the State caused or allowed the unsafe conditions warranting closure, and they also failed to produce evidence establishing recoverable damages.
2. The State was entitled to summary judgment because the implied-covenant claim was either duplicative of the breach-of-contract claim or unsupported by evidence of improper motive, bad faith, injury, or causation.
3. Plaintiffs could not maintain an independent freestanding claim for bad faith because the claim was duplicative of the implied-covenant claim and Plaintiffs identified no legal authority supporting an extra-contractual bad-faith cause of action.
4. The Railroad was entitled to summary judgment because Plaintiffs failed to produce evidence of actual harm or improper interference.

KEY QUOTATIONS

“The duty is not an absolute, or strict liability duty—i.e., not a duty of “maintenance for maintenance’s sake.”” (Analysis Part I.A)

“Notably, there is no “separate cause of action for breach of the implied covenant of good faith and fair dealing when the plaintiff pleads breach of contract based upon the same conduct.”” (Analysis Part I.B)

“One who intentionally and improperly interferes with the performance of a contract (except a contract to marry) between another and a third person by inducing or otherwise causing the third person not to perform the contract, is subject to liability to the other from the failure of the third person to perform the contract.” (Analysis Part II)

FACTUAL BACKGROUND

Plaintiffs' predecessors received a 1911 deeded easement from Boston & Maine Railroad requiring construction and maintenance of a farm crossing over the railroad line and connecting roads for the benefit of the Eastmans, their successors, and neighboring landowners. Plaintiffs alleged that the State and its predecessor failed to maintain the crossing for more than a century, contributing to unsafe conditions and the Transportation Board's 2017 order permanently closing it. The Railroad initially blocked the crossing in February 2017 and later petitioned the Transportation Board for permanent closure; after remand, the Board found in 2023 that no amount of maintenance or repair would make the crossing safe for motorists. Plaintiffs offered no competent evidence establishing that inadequate maintenance caused the closure, the amount of their damages, bad faith, or improper interference.

PROCEDURAL HISTORY

Plaintiffs amended their complaint in April 2018 to assert claims against the State for administrative-law violations, breach of an easement contract, bad faith, and breach of the implied covenant of good faith and fair dealing, and against the Railroad for tortious interference with contractual relations. Plaintiffs conceded that the administrative claim in Count II was moot. Prior administrative and judicial proceedings resulted in the crossing's permanent closure, and the court affirmed the Transportation Board's 2023 closure order in March 2025. The court granted summary judgment to the State on Counts II through V and to the Railroad on Count VI, with final judgment to be entered separately.

DISPOSITION

other

CASES CITED

- Dewdney v. Duncan, 2025 VT 26, 342 A.3d 818
- Caldwell v. Champlain Coll. Inc., 2025 VT 17, 336 A.3d 423
- Gross v. Turner, 2018 VT 80, 208 Vt. 112
- Clayton v. Unsworth, 2010 VT 84, 188 Vt. 432
- Burgess v. Lamoille Hous. P'ship, 2016 VT 31, 201 Vt. 450
- Boyd v. State, 2022 VT 12, 216 Vt. 272
- Sutton v. Vt. Reg'l Ctr., 2019 VT 71A, 212 Vt. 612
- Margolis v. Daily Direct, LLC, 2023 VT 20, 218 Vt. 31

- Beldock v. VWSD, LLC, 2023 VT 35, 218 Vt. 144
- Smith v. Country Vill. Int'l, Inc., 2007 VT 123, 183 Vt. 535 (mem.)
- Gladchun v. Eramo, 2023 VT 5, 217 Vt. 481
- Beldock v. Town of Charlotte, 2010 VT 74, 188 Vt. 345
- Burt v. Bd. of Trustees of Univ. of R.I., 84 F.4th 42, 53-54, 57-58 (1st Cir. 2023)
- Carmichael v. Adirondack Bottled Gas Corp. of Vt., 161 Vt. 200, 208-09 (1993)
- Boulton v. CLD Consulting Eng'rs, Inc., 2003 VT 72, 175 Vt. 413
- Tanzer v. MyWebGrocer, Inc., 2018 VT 124, 209 Vt. 244
- Murphy v. Patriot Ins. Co., 2014 VT 96, 197 Vt. 438
- In re Vt. Health Serv. Corp., 155 Vt. 457, 460 (1990)
- Earth Constr., Inc. v. State Agency of Transp., 2005 VT 82, 178 Vt. 620 (mem.)
- Waterbury Feed Co., LLC v. O'Neil, 2006 VT 126, 181 Vt. 535 (mem.)
- A. Brown, Inc. v. Vt. Justin Corp., 148 Vt. 192, 196 (1987)
- Tour Costa Rica v. Country Walkers, 171 Vt. 116, 127 (2000)
- Kneebinding, Inc. v. Howell, 2018 VT 101, 208 Vt. 578
- Gifford v. Sun Data, Inc., 165 Vt. 611, 612 (1996) (mem.)
- Jacobsen v. Garzo, 149 Vt. 205, 208-09 (1988)
- Kollar v. Martin, 167 Vt. 592, 593-94 (1997)
- Regel v. Campbell Soup Co., No. 24-CV-6541 (KMK), 2025 WL 2733840, at *6 n.3 (S.D.N.Y. Sept. 25, 2025)

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