Vermont Superior Court
Filed 10/20/26
Washington Unit

VERMONT SUPERIOR COURT
Washington Unit
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Montpelier VT 05602
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CIVIL DIVISION
Case No. 26-CV-03772

Jayson Capobianco v. Edwin Farnham

ENTRY REGARDING MOTION

Title: Motion for Expedited Hearing (Motion: 3)
Filer: Jayson R Capobianco
Filed Date: September 23, 2026

The motion is GRANTED IN PART.

The Court took testimony and evidence from the parties at a preliminary injunction hearing on October 19, 2026. Both Plaintiff Jayson Capobianco and Defendant Edwin Farnham were present.

From the testimony, the Court makes the following findings. The two parties entered into an oral lease agreement in June of 2025. The term of the lease is disputed. Mr. Farnham claims it was for two years. Mr. Capobianco claims it was for one. It is not disputed that the lease was strictly limited to granting Mr. Farnham the right to pasture his cattle on Mr. Capobianco's property. This included the right for Mr. Farnham to erect fencing and to establish limited agricultural buildings for the animals and for tools. In return for this pastureland, the parties agreed that Mr. Farnham was to give Mr. Capobianco meat from his livestock. To date, Mr. Capobianco has only received one installment of pork that Mr. Farnham valued at $600.

Mr. Capobianco testified that Mr. Farnham has been living on the property for several months in violation of the lease and in expansion. Mr. Capobianco testified that he had witnesses Mr. Farnham entering the shelter on the property in the evening and not leaving until the morning on a number of occasions and witnessing smoke and other signs of habitation from the buildings. While Mr. Farnham denied staying on the property, he admitted going onto the property at all hours, and he admitted to having a cot in one of the buildings. The Court finds Mr. Capobianco's testimony to be more credible than Mr. Farnham's on this point. Mr. Capobianco indicated that he had only wanted to encourage Mr. Farnham's farming operations,

but he has become concerned with how often Mr. Farnham is on the property. While the Court understands that there are certain agricultural needs that arise regardless of the hour, the frequency and length of time that Mr. Capobianco has witnessed Mr. Farnham on the property goes beyond such circumstances. Mr. Capobianco testified that the Town of Plainfield has become involved with the matter, and that the Town has threatened to take zoning enforcement action against both Mr. Capobianco, as landowner, and Mr. Farnham as tenant for violating the Town's building and zoning codes by allowing an unpermitted and unregulated residence to be constructed. Both parties acknowledge that the structures lack the necessary septic or potable water necessary for a residence.

In addition to being on the property, Mr. Capobianco also testified that Mr. Farnham had added to the initial number of cattle with pigs and goats from his original herd. He also alleged that Mr. Farnham had taken Mr. Capobianco's chain saw and had cut more trees than Mr. Capobianco had expressly permitted.

Legal Standard

"A preliminary injunction is an extraordinary remedy never awarded as of right." *Winter v. Nat. Res. Def. Council, Inc*., 555 U.S. 7, 24 (2008) (quoted in *Taylor v. Town of Cabot*, 2017 VT 92, ¶ 19). In reviewing a motion for a preliminary injunction, the moving party bears the burden of establishing each element of a preliminary injunction claim and demonstrating that each factor warrants the imposition of a preliminary injunction. *Taylor*, 2017 VT 92, at ¶ 19.

The elements of a preliminary injunction under Vermont law include: "(1) the threat of irreparable harm to the movant; (2) the potential harm to the other parties; (3) the likelihood of success on the merits; and (4) the public interest." Id. (quoting *In re J.G*., 160 Vt. 250, 255 n.2 (1993)).

In the present case, the Court is strictly focused on the issue of residency. Plaintiff has claimed the Defendant is illegally residing at the property. Defendant has denied this, but he has admitted to spending overnights and extended time at the property. Given the nature of the evidence the Court finds that it is credible that Defendant has been at least partially residing at the property. Since such use of the property is beyond the parties' agreement, the Court finds that Plaintiff has the likelihood of success on the merits. Given the evidence that the Town has

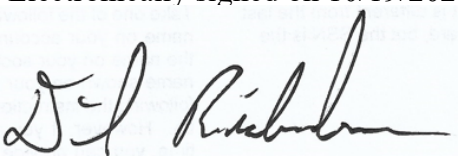
started to take action against the parties for the purposes of zoning, the Court also finds that Plaintiff has met the prong of irreparable harm in that a zoning decision could bring injunctive orders, penalties, or other actions that would not be resolvable simply by a money judgment. Mr. Farnham has stated under oath that he is not residing at the property and that he maintains a residence in Williamstown, Vermont. Therefore, any order that he not reside on the property will not prejudice him or limit any rights that he may have to the property under the lease agreement. Finally, the Court finds that it is consistent with public policy to ensure that parties are limited to the terms of their lease and are not permitted to expand such uses beyond the express terms of the agreement.

Conclusion and Order

Based on the foregoing, the Court will **Grant** a limited, preliminary injunction to Plaintiff as follows: Defendant Edwin Farnham may not reside at the leased property located at 660 Maxfield Road located in the Town of Plainfield.[1] Defendant may not sleep at the property or stay on the property for extended periods of time. He may not keep a cot or other human bedding on the property. Nothing in this order shall prevent Defendant from entering or being on the property for the purposes of providing care to his livestock. Such entry may be had at any hour when such needs arise, and Defendant may stay on the property as long as he is reasonably required to be there to perform the chore or work. Nothing in this order shall prevent Defendant from dealing with any emergency concerning his livestock, including but not limited to treating a sick animal, dealing with a birth (and complications), or addressing a true health and welfare issue with one of his animals.

The Court will set this matter for a bench trial in 30 days.

Electronically signed on 10/19/2026 10:52 AM pursuant to V.R.E.F. 9(d)



Daniel Richardson
Superior Court Judge

[1] The parties noted that although located in the Town of Plainfield, the property has a Barre, Vermont mailing address.