NOF Mock Trial Fact Pattern:

Jonah & Mei Thornbury

v.

Willowmere Barn, LLC

In the Superior Court of the State of Connecticut

PLAINTIFFS	DEFENDANT	CLAIM
Jonah Thornbury, Age 31 Mei Thornbury, Age 30 Hartford, Connecticut	Willowmere Barn, LLC Harriet Cole, Owner Ashby, Connecticut	Breach of Contract (Civil — $31,200 in damages sought)

Willowmere Barn is a restored 1890s dairy barn in the Connecticut countryside that hosts about forty weddings a year. Its upstairs main hall seats 180; the lower level holds the catering kitchen, restrooms, and bridal suite. In June 2025, Jonah and Mei Thornbury signed a contract to hold their wedding there on Saturday, April 18, 2026. By March 2026 they had paid the full $18,500, including a $14,000 non-refundable booking deposit.

On April 3, 2026, 4.8 inches of rain fell in 24 hours. Water poured through the barn's lower wall and left about a foot of water in the kitchen and restrooms. On April 8, the local health district closed both until mold cleanup was finished. On April 10, owner Harriet Cole emailed the Thornburys cancelling their wedding under the contract's force majeure clause, offering either a new date in October 2026 or a refund of $4,500, the amount they had paid beyond the non-refundable deposit. The Thornburys declined both and, on eight days' notice, booked another venue for April 18.

The health department reopened the kitchen and restrooms on April 16, two days before the original wedding date. On April 25, Willowmere hosted a 40-person corporate lunch in its main hall, using an outside caterer and portable restrooms. During the lawsuit, the Thornburys also learned that a 2024 drainage report had warned Willowmere that its lower level could flood and recommended regrading work that was never done.

The Thornburys sued for breach of contract, seeking $31,200: the $18,500 they paid, $9,400 in added cost for the replacement venue, and $3,300 in lost vendor fees. Willowmere relies on Section 9 of the contract, which excuses the venue only for events "beyond its reasonable control" that "render the Venue unusable for the Event." The Thornburys must prove by a preponderance of the evidence that Willowmere breached the contract and that the breach caused their losses.

The Thornburys argue that the venue was never "unusable," that a flood caused by a known, unfixed drainage problem was not beyond Willowmere's reasonable control, and that cancelling eight days early was premature. Willowmere argues that the flood was an act of God, that on April 10 no one could know when the kitchen would reopen, and that it offered exactly what the contract requires. **The case now proceeds to trial. Willowmere Barn, LLC denies liability.**

Witness Statements — Plaintiffs

Plaintiff Witness 1: Mei Thornbury

Plaintiff

“My name is Mei Thornbury. Jonah and I booked Willowmere fourteen months ahead because it was the only place we both loved.

When Harriet called me on April 4 about the flood, she said, “Don’t panic, we’ve been through worse.” Six days later she cancelled by email. I asked whether we could rent portable restrooms and bring in a caterer with its own kitchen truck. She said her insurance wouldn’t allow it. Then I saw photos online of a company lunch in the main hall on April 25, with portable restrooms parked outside.

October didn’t work. Jonah’s sister was due to have a baby in September, and dozens of guests had already booked flights. We found Hollin Lake Lodge with eight days’ notice and paid $9,400 more than Willowmere. We lost $3,300 more on reprinted programs, a caterer change fee, and a florist’s rush charge.

In February I emailed Willowmere to ask what would happen if we moved our date, because our guest list had dropped from 160 to about 120. We decided to keep the date. I was not looking for a way out.”

Plaintiff Witness 2: Grant Ellery, P.E.

Civil Engineer, Ellery Engineering (retained by the plaintiffs)

“My name is Grant Ellery. I am a licensed civil engineer with twenty-four years of experience in building inspection and drainage design. The plaintiffs pay me $250 an hour.

I inspected Willowmere on April 28. The upstairs main hall had no water damage at all. Downstairs, the damage was limited to drywall, flooring, and some kitchen equipment. With an expedited contractor, repairs like these take 10 to 14 days, which matches the health department reopening the space on April 16.

I also reviewed a 2024 drainage assessment by Carrow Site Services. It found that the parking lot slopes toward the barn’s lower wall, warned that heavy rain could flood the lower level, and recommended $22,000 in regrading and drainage work within twelve months. None of it was done. In my opinion, the April 3 flood was a foreseeable result of that unfixed problem.

I inspected 25 days after the flood, after most of the cleanup, so I did not see the damage at its worst. I agree that 4.8 inches in one day is roughly a 50-year storm here, and that some water might have entered even if the recommended work had been done.”

Witness Statements — Defense

Defense Witness 1: Harriet Cole

Owner, Willowmere Barn, LLC

“My name is Harriet Cole. I bought Willowmere in 2015 and restored it myself. We host about forty weddings a year.

On April 3, we had a foot of water in the kitchen, restrooms, and bridal suite. On April 8 the health department closed them and told me reopening depended on mold testing, which takes days and can fail. I had a couple eight days out who needed an answer. Cancelling on April 10 gave them time to find another venue. It was the kindest option I had.

A 160-guest wedding with a plated dinner is not a 40-person sandwich lunch. I had no kitchen, no restrooms, and no bridal suite. While my flood claim was open, my insurer would not cover large events using portable restrooms; the April 25 group was small and its caterer carried its own insurance.

I received the 2024 drainage report. I got two quotes and scheduled the work for this summer, after wedding season. In more than ten years, water had never come into that lower level. I offered the Thornburys exactly what our contract says.”

Defense Witness 2: Denise Varga

Environmental Health Specialist, Ashby Health District

“My name is Denise Varga. I have been an environmental health specialist with the Ashby Health District for twelve years. I inspected Willowmere Barn on April 8.

The kitchen and lower-level restrooms had been under floodwater, which we treat as contaminated. I posted closure notices on both. They could not reopen until damaged materials were removed, surfaces were sanitized, and an air test showed acceptable mold levels.

Ms. Cole asked how long that would take. I told her it often takes two to four weeks, and that I could not promise any date. On April 9, after her contractor called me, I told her it was possible she could be cleared in a week or two if the work went quickly. The air test passed on April 15, and I cleared both areas on April 16.

The upstairs main hall was never closed. Nothing in health district rules would have prevented an event there using licensed portable restrooms and a licensed outside caterer. Whether a venue’s insurance or contract allows that is not something I regulate.”

Exhibit 1

FLOOD DAMAGE, HEALTH STATUS, AND DRAINAGE RECORDS

Compiled from Ellery Engineering Report (Apr. 30, 2026), Ashby Health District records, and Carrow Site Services (2024)

Part A — Condition of Willowmere Barn after the April 3, 2026 Flood

Area	Floor	Peak Water	Damage	Health Dept. (Apr. 8)	Cleared	Repair Estimate*
Main hall (180 seats)	Upper	None	None	Not closed	—	0 days
Catering kitchen	Lower	11 in.	Drywall, flooring, 2 coolers	**Closed**	Apr. 16	10–14 days
Restrooms	Lower	12 in.	Drywall, fixtures	**Closed**	Apr. 16	7–10 days
Bridal suite	Lower	9 in.	Carpet, furniture	Not regulated	—	7 days

**Estimate by G. Ellery (plaintiffs' expert), assuming an expedited contractor.*

Part B — Rainfall (Ashby rain gauge)

Event	24-hr Rainfall	Approx. Frequency	Water in Lower Level?
June 2019 storm	3.1 in	10-year	No
September 2023 storm	2.7 in	5-year	No
April 3, 2026 storm	**4.8 in**	**50-year (2% chance per year)**	**Yes**

Part C — Carrow Site Services Drainage Assessment, May 14, 2024 (excerpt)

Item	Finding
Finding 3	Parking surface drains toward the northeast lower-level wall.
Risk rating	**Moderate to high** risk of lower-level water intrusion during intense rainfall.
Recommendation	Regrade lot; install curtain drain along NE wall. Estimated cost: $22,000.
Priority	Complete within 12 months (by May 2025).
Status as of April 3, 2026	Not started. Two contractor quotes obtained (Nov. 2025); work scheduled for July 2026.

Note: The plaintiffs argue that the main hall was never damaged or closed, that the lower level was cleared before the wedding date, and that the flood was the kind of risk Willowmere was warned about and left unfixed. The defense argues that a 50-year storm is an act of God, that the barn had never flooded in heavier storms than most, and that a wedding cannot run without a kitchen and restrooms. Whether the flood was "beyond reasonable control" and made the venue "unusable" is a question for the trier of fact.

Exhibit 2

EMAIL CORRESPONDENCE

Produced in discovery by Willowmere Barn, LLC — February–April 2026

From: Mei Thornbury <mei.thornbury@mailbox.bf>
To: Willowmere Barn <events@willowmerebarn.bf>
Subject: Quick question
Date: Wednesday, February 11, 2026, 8:47 PM

Hi Harriet, quick question. If we needed to move our date, what would happen to our deposit? Our guest list has shrunk quite a bit. Nothing decided yet, just asking. Thanks! — Mei

From: Harriet Cole <harriet@willowmerebarn.bf>
To: Mei and Jonah Thornbury
Subject: Your April 18 wedding
Date: Friday, April 10, 2026, 9:12 AM

Mei and Jonah, I am so sorry. The health department has closed our kitchen and restrooms, and I cannot tell you when they will reopen. Under Section 9 of our agreement, I must cancel your April 18 event. I can offer you October 17, 2026, or a refund of $4,500. Please let me know by Monday. — Harriet

From: Harriet Cole <harriet@willowmerebarn.bf>
To: Dana Whitlock, Corvane Systems
Subject: RE: Team lunch on the 25th
Date: Monday, April 13, 2026, 2:30 PM

Hi Dana, good news: we can still host your team lunch upstairs on the 25th. Our kitchen is out, so you'll need a caterer who brings everything ready to serve, and we'll put two portable restroom trailers out front. Same price as quoted. — H.

Discovery response (Willowmere, Interrogatory 7): Willowmere did not reply in writing to Ms. Thornbury's February 11 email; Ms. Cole states she answered by phone. Willowmere's insurance carrier letter regarding portable restrooms is dated April 14, 2026.

Note: The plaintiffs argue that three days after cancelling, Willowmere offered another client the setup it refused them, and that the insurer's letter came after the cancellation. The defense argues that the February email shows the couple was already considering leaving, and that a 40-person lunch is not comparable to a 160-guest wedding. What these emails show about Willowmere's good faith is a question for the trier of fact.

Exhibit 3

VENUE RENTAL AGREEMENT (EXCERPT) AND DAMAGES CLAIMED

Willowmere Barn, LLC and Jonah & Mei Thornbury — Signed June 7, 2025

WILLOWMERE BARN — VENUE RENTAL AGREEMENT

§ 2. Event. Wedding ceremony and reception, Saturday, April 18, 2026, 3:00–11:00 PM. Estimated guests: 160. Includes use of main hall, catering kitchen, restrooms, and bridal suite.

§ 4. Booking Deposit. Client shall pay a Booking Deposit of $14,000, which is non-refundable except as provided in Section 9.

§ 9. Force Majeure. Neither party shall be liable for failure to perform due to causes beyond its reasonable control, including acts of God, flood, fire, or government order, that render the Venue unusable for the Event. In such event, Venue shall offer Client an alternative date within twelve months. If no mutually agreeable date is available, Venue shall refund all payments except the Booking Deposit. This Section states Client's sole remedy for such events.

§ 11. Outside Vendors. Client may not bring outside caterers or rental equipment without Venue's written approval, which shall not be unreasonably withheld.

Signed: Harriet Cole, for Willowmere Barn, LLC | Jonah Thornbury | Mei Thornbury

Damages Claimed by Plaintiffs	Amount
Payments to Willowmere (including $14,000 Booking Deposit)	$18,500.00
Added cost of Hollin Lake Lodge over Willowmere contract price	$9,400.00
Reprinted programs and signage	$650.00
Caterer date-change fee	$1,900.00
Florist rush charge	$750.00
Total claimed	**$31,200.00**
Willowmere's offer under § 9 (April 10): alternative date of Oct. 17, 2026, OR refund of	*$4,500.00*

Note: The plaintiffs argue that Section 9 never applied, because the flood was a foreseeable result of a known drainage problem and the venue was usable by April 18, so Willowmere breached the contract and owes their full losses. The defense argues that Section 9 plainly covers floods, that the venue lacked the kitchen, restrooms, and bridal suite promised in Section 2, and that Section 9 limits the couple to the remedy Willowmere offered. Which reading of the contract controls is a question for the trier of fact.