Chapter XX


As the month of March, 1970, came toward a close, possibilities of selling the Xavier property to a hospital or to a local or regional school district appear to have vanished. As for a group to assume trusteeship and administration of the school, this appeared ended after the March 9th meeting with the representatives of the parent group.

The final inquiry by this group on March 3rd had been to learn from Fr. Provincial whether he would authorize a group of Jesuit volunteers. This was the same question that had been raised and answered in early January. The answer depended on a form of reference. If the volunteers were to teach in a school still under Jesuit trusteeship, even though financial responsibility was exercised by an outside group, the answer was negative. It was even more firmly negative if the volunteers would be authorized by a legal covenant requiring a definite number of Jesuits. In neither of the cases would there be a withdrawal of Jesuit presence.

If the same question were asked in the supposition that some group, such as the fathers' group, assumed the legal trusteeship for the school, could volunteers, under the principle of the choice of ministries and, after discernment with Fr. Provincial, be sanctioned as volunteers? The answer could be positive, but this alternative was not proposed. Hence the impasse.
Prior to this time and in anticipation of sale, lease or return to the cardinal, Xavier and the province had employed the services of Mr. Thomas Horan of Meredith and Grew to work out a detailed appraisal of the whole property, particularly the land and the school. Xavier, in early January, had employed Mr. John Dolan of Hale and Dorr to advise it on all connected legal matters. For similar advice the province relied on its attorney, Mr. Edward P. Hanify of Ropes and Gray.

Because the hospitalization of Cardinal Cushing made the proposed interview impossible, Fr. Provincial wrote at length on the recent history of activities concerning Xavier. He stated the appraised value for property and buildings as $2,700,000, and listed its basic debts to the province as $85,000. He then outlined the options open to the Cardinal. If he preferred that some other group run Xavier as a Catholic school, the property would be deeded back for whatever arrangement the cardinal may have approved. If he did not plan any such continuation, the Society would set in motion the necessary steps for selling the school and turning over the proceeds to the Cardinal. If the Cardinal preferred to make the sale himself, the property will be deeded back as a gift. All these actions would be effected through the trustees of Xavier. Since these legal arrangements would be with the Cardinal as the Roman Catholic Archbishop of Boston (R. C. A. B.), references hereafter will use this standard abbreviation.
By April 2nd, Mr. Horan, who had been keeping in touch with Mr. James Dunn, the business manager of the Boston Chancery, learned through Mr. Dunn that the R. C. A. R. preferred the return of the property for him to sell. Since the Rose Hawthorne property in Concord was also on sale, it was thought preferable that one agency should deal with both properties. Once the basic decision was known and the Cardinal showed it in writing on the same day (April 2nd), both lawyers studied the original deed of property and reached the conclusion that there had been an outright deed and not merely a deed of trust.

A meeting of trustees was planned for April 16th. Since so many arrangements on the school had been dealt with between the cardinal and the provincial's office, it was thought appropriate that Fr. Provincial and Fr. F. X. Miller, the Treasurer of the New England Province of the Society of Jesus, be present. Also invited to the trustees meeting was Fr. Raymond J. Callahan, then serving as acting headmaster of the school.

Prior to the session Mr. Dolan sought information on any intended disposition of movable goods. He was told that school equipment and laboratory material would go to Boston College High School, as the recipient of the major number of Xavier students, or to some other Jesuit school within the Commonwealth of Massachusetts. The house library and furnishings in the faculty residence would be given to the province for distribution at its discretion. Mr. Dolan and some of his associates believed there could be some legal snarls with the choice which the cardinal had made, but was going ahead and
keeping him abreast of situations.

On April 30th, a confidential meeting of the trustees took place. Prior to formal getting down to business, Fr. Vigneau resigned, as he had indicated his intention to do so on April 21st to Fr. Provincial. The remaining trustees elected Fr. Raymond J. Callahan as trustee and as President of the Board.

As source material for this meeting there was a four-page exposition by Mr. Dolan in the form of a letter addressed to Fr. Vigneau. Mr. Dolan informed those present of the people he had consulted. These included a Mr. Kelleher, Director of the Division of Public Charities in the office of the Attorney General of Massachusetts; the representative of the Exempt Organization Section of the Boston office of the Internal Revenue Service; and Mr. James Dunn. Since the cardinal had expressed himself as favoring the direct return of the property to him as R. C. A. R., Mr. Dolan had learned, despite some initial doubts, that such a conveyance could be affected by a majority vote of the Xavier trustees. They would provide that the President of the Board file, with the advice of Hale and Dore as counsel, a petition in the Supreme Judicial Court of Massachusetts. This petition should explain the reasons for the dissolution of the Xavier corporation, and request the court to authorize dissolution and provide for disbursement of the outstanding assets after payment of liabilities.

Then Mr. Dolan detailed the terms of the conveyance. In returning the property to the R. C. A. B., Xavier retained the right to use its premises free of charge so that the school
could continue through June 30, 1971. There was also another understanding which was later modified. By Mr. Dolan's original proposal, the R. C. A. B. agreed to devote all net proceeds from any and all disposition to purposes relating to the operation of Massachusetts' schools and institutions of learning conducted under the auspices of the Roman Catholic Church, or affiliated orders or organizations.

As to other goods, it was proposed that the library of 7,000 volumes, and the school equipment and supplies, go to Boston College High School and Cranwell School. Both of these were Massachusetts charitable organizations, the first so organized on March 29, 1927, and the second on June 23, 1939. How this material would be divided would be settled by Xavier directors after consultation with both schools. Scholarship funds (estimated at $20,646 in June, 1970) were to go to Boston College High School, and both the principal and the interest to be applied to students coming from the communities that Xavier had served. The awards within such geographical confines would be at the discretion of Boston College High School. The community goods in the Jesuit living quarters were to go to the Society of Jesus of New England. No reference was made to any allocation to Bishop Connolly High School in Fall River, presumably since this school was under the ownership of the Fall River Diocese.

As to formalities, the Massachusetts Attorney General was prepared to accept service of such a petition. Mr. Dolan proposed the written assent on these matters from the R. C. A.
B., the New England Province, Boston College High School and Cranwell School. Since Xavier was to be continued for diploma granting until June, 1971, the dissolution of the corporation must be postponed to that time. Probably a partial liquidation of goods must likewise be deferred to that date. Even if some partial transfer of property took place early, creditors' claims must be safeguarded.

In this meeting of April 30th, the subject of severance pay arose since it had been raised by the lay faculty. The cardinal had insisted that there be no legal record of such a payment, but he was ready to make a gift of $25,000 for that purpose to the trustees of Xavier for their disbursement. This gift was to be made, not at the time of the ultimate sale of the property, but at the time of its conveyance. In this discussion Mr. Dolan recommended that Boston College High School use up the principal, and not merely the returns, from the scholarship moneys. In this way there would be no residual obligation hanging over it.

The province was also to sign a statement guaranteeing creditors all proper claims. Xavier should inform all principal benefactors just how benefactions received were being allocated. During the interim between the initial presentation of the petition and the final dissolution of the Xavier Corporation, all forms of insurance should be reviewed. In 1971, after all requirements were completed, a certificate of compliance was to be filed with the Court. With these terms and understandings, Mr. Dolan was authorized to proceed. At this time he had hoped
that his work would be done in three or four weeks, and that initial court action would take only one week.

Between the end of April and mid-July, while the draft petition was being placed in order, there was a slight development when it was learned that Fr. Vigneau had not merely resigned on April 30th as Xavier trustee and chairman of its board but had set action in motion to cease to be a province consultant and to leave the Society and the priesthood.

During this same spring of 1970, a further change in the post of superior at Xavier was being arranged. Fr. Richard Olsen had indicated that he wished to relinquish the office to which he had been appointed the previous November 1st. He desired an opportunity to conclude a master's degree in counseling at Boston College and to reside in one of the nearby province dwellings. His request was granted. Both he and the community were consulted about a new superior for the final year. There was some recommendation for Fr. James L. Greenler on the grounds that he could talk with differing factions at Xavier. Although this view was also denied, Fr. Greenler was appointed Superior on June 17, 1970.

By the end of June, Mr. Dolan had a copy of the decree ready. The Attorney General had proposed that the list of forty-five cities and towns from which Xavier students had come be specifically mentioned in connection with the use of the scholarship funds handed over to Boston College High School. So the places were listed alphabetically from Acton through Woburn.
The petition consisted of thirteen pages, plus the text of the agreement between the Xavier trustees and the R. C. A. E., plus also a brief Schedule B indicating the date of the deed of outright gift and the date of its registration. A model page was supplied for the province to accept service of the petition. Mr. Dolan added a copy of his own letter to the cardinal indicating the agreement of the R. C. A. B.'s agreement to pay $25,000 for severance pay. When the deed was conveyed, Schedule A, not then included, would contain the total assets and liabilities of Xavier as of May 31, 1970. This data was submitted to Mr. Dolan by Fr. Miller on July 15, 1970. The exact form by which the Society was to sign the petition for dissolution of the Xavier Corporation was forwarded to Fr. Provincial on July 20th by Mr. Hanify.

Some complications arose on the language of the agreement with the cardinal under which he, as R. C. A. B., must dispose of funds received from the disposition of Xavier land and plant. Mr. Hanify, on July 21st, informed Fr. Provincial that Mr. Leggat, the cardinal's lawyer of Bingham, Dana and Gould, was seeking a modification in the language on the use of funds, even though this very language used had been suggested to Mr. Dolan by the Attorney General. Hence, there would be a delay in the presentation of the petition. While the main change in language was in one paragraph of the agreement, there was a cross reference to this in one item of the petition, and this, too, had to be modified. Since this change was of considerable financial advantage to the Boston Archdiocese, the
original and modified texts are presented. The original text had read:

Any and all proceeds received by the Archbishop from the leasing, sale or other use or disposition of the Premises from and after the date of the Conveyance shall be used or applied only in connection with the maintenance and improvement of the Premises or for purposes relating to the construction, improvement or maintenance and operation of a school or schools in the Archdiocese of Boston, Commonwealth of Massachusetts for the education and religious instruction of boys under the guidance of Roman Catholic priests or other religious orders or organizations of the Roman Catholic Church.

The amended paragraph read:

The parties agree that it is their intent and expectation that any and all net proceeds received by the Archbishop from the lease, sale or other use or disposition of the premise from and after the date of Conveyance shall, to the extent feasible, be applied for maintenance, improvement and operation of a school or schools in the Archdiocese of Boston, Commonwealth of Massachusetts, for the education and religious instruction of boys, under the guidance of Roman Catholic priests or other orders or organizations of the Roman Catholic Church, provided, however, that the expression of intent herein contained shall not be deemed to impose any trust on the Archbishop with respect to any such proceeds, it being understood that the Archbishop may, in his discretion, apply any and all such proceeds for such purposes within his corporate power as may, in his uncontrolled discretion, be deemed desirable by him.

With this important modification in the accompanying and signed agreement, a hearing on the petition was held on Wednesday, August 19, 1970, before Mr. Justice Kirk. After Mr. Dolan's exposition, the interlocutory decree was granted. Mr. George T. Finnegan of Ropes and Gray represented the province lawyer at this court session.
The Xavier Corporation met on September 30th and signed the papers deeding the property to the R. C. A. R. This deeded property consisted not only of the original property deeded on March 30, 1962, and recorded on April 13, 1962, but also the contiguous land costing $8300 acquired by deed on May 31, 1962. Fr. John Herdiejus, who was absent from the trustees meeting of September 30th, acquiesced in the proceedings by attestation. Copies of all material was placed in the province and Xavier archives.

On October 5th, Fr. Dolan presented his bill for services, including his cash disbursements for $90.45, for a total of $3,590.45. To simplify (and more) the payment, he enclosed a check for the same amount as a gift from an anonymous donor. This check could be used to reimburse him without any diminution of Xavier's funds. Up until that date, October 5, 1970, the check for $25,000 due on the delivery of the property on September 30th had not been received. This, it should be noted, was the time of Cardinal Cushing's resignation and the appointment, on September 8th, of Bishop Humberto Medeiros of Brownsville, Texas, as new Archbishop of Boston. He was installed on October 7, 1970.

Before this entrance of a new ecclesiastical figure into the final unsettled detail on money for severance pay, some reference must be made to Xavier reaction to and acquiescence in the arrangements. That there would be no doubt on the amplitude of purposes for which the Xavier property could be used from September 30, 1970, to the end of the 1971 summer, Fr. Callahan
had this topic checked by lawyers. While rentals to such groups as insurance firms were prohibited, any and all Jesuit educational functions, if approved by Xavier, were appropriate. Hence the Kickoff Day planned for Saturday, September 26th, for the Province Secondary School Program was quite within the terms for use. There were warnings, if any were needed, against any removal or disposition of classroom equipment. Tractors for cutting grass were school, not community, property. But automobiles were at the disposition of the community for use, turn-in, or for sale.

With the death of Cardinal Cushing on November 2, 1970, an interview with the new archbishop took place. The arrangement concerning the $25,000 check was explained and, on November 10th, Mr. Leggat turned over a check for this amount and, in return, received the deed to the property which he then recorded. During this early November interview, Archbishop Medeiros raised the possibility of a resurrection, in some form, of Xavier. He had requests or pressure from a Dr. Arcide of Concord.

On November 20th Fr. Provincial wrote at length concerning the withdrawal from Xavier. He presented the reasons, for withdrawal of Jesuit presence along with the approbation received from Fr. General. He added the alternative proposals he had made to Cardinal Cushing and the cardinal's choice. In an explanation of terms covered in this narrative, he indicated that the cash balance remaining was to become the possession of the province. This would amount to nothing, since, he pointed out, the province had been subsidizing Xavier and that, for the
current year, a deficit of $40,000 was expected. Nor had past
debts to the province been charged against Xavier's current
assets.

Also, in the November interview the Archbishop had
referred to some interest shown in property in Concord. This, he
was assured, was a reference to the Rose Hawthorne property, not
Xavier's. Fr. Provincial did know that some men in their
sixties, who had done college and pastoral work and who were now
retired, had told others of their willingness to serve Xavier.
However, he reiterated that he had never been given such a list,
nor had he received any individual volunteering. He doubted,
moreover, their ability and readiness to conduct a modern
Catholic high school. Inquirers should be told firmly that there
was no possibility of continuing a Jesuit presence at Xavier.
This letter appears to have concluded the question at the
archiepiscopal level.

Before this letter of November 20th to the archbishop
had been written, a letter had gone, on November 5th with
apologies for lateness, with a form ad bona alienda informatio
along with data which the laws (Institute) of the Society of
Jesus required to support it. This application is termed a
request for a sanatio. In view of the oral and written
permission of the General, the alienation had gone along legal
grounds and ended with the decree of August 19, 1970. In the
course of a detailed but concise answer to the questions asked in
the form, it was noted that the student body was becoming almost
exclusively upper middle class and that there were slight funds
available to provide a student mix of underprivileged and minority groups. Concerning the ultimate sale by the archdiocese of the property, it was perhaps over-buoyantly said that some out-of-pocket expenses and accrued province tax would be cared for, if the sale were sufficiently large. The enclosed form was dated October 28, 1970, and sent along with the November 5th letter.

An affirmative answer to this clear exposition did not serve to bring a long process to a close. If previous time had been spent on United States' legal ramifications, time was now to be spent on canonical considerations. Fr. General's canonists needed more factual data. How had the property been given? Was it an outright gift which was now being returned, or was it a trust given merely for direction and administration? To this inquiry of December 18, 1970, Fr. Provincial replied on December 31st. The cardinal had transferred ownership without any encumbrance.

The legal steps required in American law had been applied both in the reception by the Xavier corporation and in its being relinquished. Since the province was never the owner, it was the autonomous and self-perpetuating trustees of Xavier who had the power to return the gift. A point was also made of the very limited sense in which "ownership" of such goods applied. Within a month Fr. General, with thanks for the answer, gave Fr. Provincial all the necessary faculties in his competence. Accomplished American canonists, he added, should be consulted to see if any recourse to the Holy See was canonically required.
At this stage of inquiry Fr. Provincial turned to Fr. Robert P. White, S.J., President of Weston College, Cambridge, who was both a civil and canon lawyer. He inquired whether, in view of the outright grant involved, a recourse was necessary to the Holy See. He was not so convinced himself.

Fr. White’s reply, dated February 23rd, occupied some five pages. He first set forth the facts as he knew them, and then commented. He did have one notable difference in factual presentation involving two stages, not just one, by which the property had been given. As he understood it, the cardinal, as R. C. A. P., purchased and gave the property to the incorporated Society of Jesus in New England, which in turn gave it to the Xavier trustees. This gift was without legal encumbrance in the sense that there was no mortgage or specific agreement for its return. It was given under a constructive trust in the sense that the property was to be used for the secondary education of archdiocesan youth. Hence the property was given subject to a fiduciam or fidei commissum. When the province transferred the property to the Xavier corporation, the same constructive trust applied. When the continuation of the school became impossible for either the religious house of Xavier or the province, the lands, buildings were deeded back to the cardinal as corporation sole. After some explanation of canonical requirements, he concluded in Section D of his letter:

The transfer of the land and buildings in Concord, from Xavier High School to the Archdiocese, is a gift and subject to canon law on alienation, if there is no contract, agreement or constructive trust (fidei commissum) requiring its return to the Archdiocese upon the inability to conduct a secondary school.
Point F asserted that the presence of a constructive trust was evident. The province could not use the property for any other purpose than carrying on the secondary education. Hence, in view of the obligation to transfer back the property, it was highly questionable whether recourse was required in this instance. If this opinion were followed, the next report to the Congregation of Religious would cite this reason for the non-appearance of Xavier property as an asset.

Another option would be to refer the question to the Boston Archdiocese Chancery. Its officials might agree and the action could be over. They might disagree on the score that there would be a clouded title on property the archdiocese was then holding. In the third place, an immediate appeal could be made to the Holy See for a sanction of the transfer ad cautelam. With no one questioning the gift, this action would be simple. Fr. White recommended his second choice, the appeal to the Boston Chancery. He realized that his own first opinion was at most probable and not totally convincing.

On March 1st, the inquiry was directed to Monsignor Thomas J. Finnegan, Jr., Chancellor of the Archdiocese of Boston, to satisfy Roman canonists on the recent return of the Xavier property to the R. C. A. B. He was informed that Fr. White had been consulted. While not believing that a recourse to the Holy See was needed, Fr. White had suggested that the views of the chancery be sought. Should the archdiocese believe there could be a cloud on the title of property recently returned, the New England Province would request action through Fr. General.
On this same day Fr. Provincial informed Fr. White of this action.

On March 10th, a response was formulated indicating that Archbishop Medeiros believed it preferable to have recourse to avoid any future problems. A final request went to Rome on March 15th asking for the action desired by the archbishop. On May 6th, 1971, Fr. Vincent T. O'Keefe, as Acting Vicar General of the Society of Jesus, enclosed the required rescript from the Congregation of Religious and Secular Institutes, dated March 29th and signed by Fr. Edward Heston, C. S. C., its secretary. At the same time, Fr. O'Keefe announced that the suppression of the Xavier religious house had been submitted affirmatively to those members of the Society's general curia who had the right to attend a general congregation by reason of their office. Through Fr. George W. Nolan, assistant to the provincial, this information about the rescript and a copy of it was forwarded to Msgr. Finnegan on May 11th, and he acknowledged its rescript with thanks on May 12, 1971.

In the meantime, various topics arose concerning the Jesuits remaining for a year at Xavier. These concerned arrangements for their future ministries and about house improvements. A preliminary meeting on their future had taken place as early as the Kickoff Day. Questions arose, too, whether some changes made in the faculty residence were necessary or only extravagant. From September, 1970, Fr. Greenler was making a detailed account of all house items which were ultimately to be allocated. Some had already been disposed of to the novices then
at Weston. Since new houses were being established, provisions were made for their receiving articles once the school year was over. Among these were the projected St. George Street House, for a small community attached to the Immaculate Conception Church on Harrison Avenue, and Maxwell House, which Fr. Joseph R. N. Maxwell planned with the authorization of Bishop Connolly to set up on the Cape in quarters held on an indefinite and free loan basis.

The Maxwell House was commodious and many valuable pieces of furniture were allocated to it. The unexpected and sudden death of Fr. Maxwell in Austria on September 19, 1971, brought an end to this planned apostolic venture. One of the group who had joined it, Fr. Francis V. Sullivan, died on January 11, 1972, after some weeks of hospitalization. Another pioneer from the house, Fr. Edward J. Whalen, resided there for a year. Then the house was returned to its owner and the furnishings assigned elsewhere in the province. Maxwell House, conceived as an apostolic center, died with its originator, a strong man (perhaps too strong) with considerable clout in the Fall River Diocese where his uncle, George, had been a prominent pastor. He had tried to have a larger group in residence for a variety of pastoral works. Some whom he attempted to assemble there, such as Archbishop John J. McElaney, Fr. William E. Fitzgerald and Fr. Joseph C. Moynihan, had declined for personal reasons.

By March 29, 1971, Fr. Provincial, sensing that there had been some tension in the Xavier community on the allocation of property, believed some communication necessary to show that
Fr. Callahan was in charge in this area. Each member of the present community was also expected to leave the premises as soon as possible after June 1st, but at the latest by June 15th. They were to take with them only personal belongings. If further requests were received for some of Xavier's disposable goods, the requests should first be referred to the provincial's office for initial settlement. When designations were made, it was to be Fr. Callahan's function to arrange for ultimate delivery to the approved places. Should not all goods be disposed of by the end of August, temporary storage was to be arranged at Weston.

Since the province could reasonably expect some formal and connected narrative on the exodus from Xavier, Fr. Provincial himself first proposed a detailed memorandum on items to be covered. Then Fr. George W. Nolan prepared and corrected some draft statements until a final one was ready by April 7, 1971. This statement was released in the form of a news item for the third (April) issue of the recently established SJ News, edited by Fr. Thomas M. Curran, S.J. The text of Fr. Nolan's statement was contained in four typed pages. The early history was detailed, and the account explicitly pointed out that it was directly to the newly formed Xavier Corporation that the gift of land and structure had been given, not first to the province to give in turn to Xavier. After rehearsing the legal and canonical stages involved, and indicating the carefully planned inventories, the statement indicated August 31, 1971, as the date for the dissolution of the Xavier Corporation. His final remark indicated that any balances would revert to the province, but
warned in the following language:

However, this item [balances] represents an illusory benefit because, during the past year, it has been necessary for the Province to underwrite a substantial deficit for the School. In some way this may be thought of as a return benefaction to the Roman Catholic Archbishop of Boston.

That there was a return benefaction by the province becomes clear when it is realized that in the return of property was also included the adjoining property costing the province $8,300. Loans amounting to $145,000 and province taxes of $59,375 were also absorbed by the province. The province houses and two of its schools were enriched by school and house effects, the vast amount of which had been purchased by the archdiocese. Xavier was likewise aided in receiving the $25,000 for severance pay for its lay staff. Additional charges might have been added for province aid in smaller ways, but these were passed over in the cause of better feelings on a controversial issue.

As the school year came to a close, Fr. Provincial addressed a two-page letter to the final Jesuit community. He expressed deep gratitude for its support in the final anguished months. June 5th was then set as the date for the end of the Xavier community, and June 30th as the end-date of the corporation. By August 31st the property used, rent-free but with bills paid for light, heat, etc., was made over to the archdiocese. Fr. Nolan and Mr. William Davenport, a scholastic, were to see to transportation of goods. School files were to be kept with Fr. Callahan at Boston College High School. Financial records of the school would be in the care of Fr. Francis
J. Donovan at Old St. Mary's in the North End. Each member of the community was invited, by the end of August, to write up any reflections on any aspect of the closing. Such comments would go to the province archivist, Fr. James E. Powers. Anything that could be useful for the archives should also be forwarded to him. No comments were ever offered to the archivist.

It remains to detail the destination of the members of the final community. Five joined the Boston College High School community: Fathers Louis St. Onge, Raymond Callahan, John H. Collins, William Doyle and Philip Moriarty. Brother Michael L. Greenler went to Campion College, Jamaica; Fr. Francis J. Donovan to St. Mary's and Fr. Thomas J. Gallagher, who had joined the community in its final year, went to Cranwell. The New England scholastics either left the Society before the publication of the next catalogus, or left during the ensuing school year (1971-72). The last superior, Fr. Greenler, also left the Society and arranged to marry.

One might expect that all formalities would be concluded with a handing over of the key to the archbishop on September 1, 1971. But it was only on May 4, 1972, that there was entered a court decree dismissing the cause of St. Francis Xavier School of Concord, Inc., vs. the Attorney General et al. This dismissal was effective as of May 25, 1972.

On May 9, Mr. Francis J. Vaas, as lawyer for the province, had informed Fr. Provincial that Mr. Dolan, due to the press of business, had failed to file the required certificate of compliance, but was now preparing it. Hence, Fr. Callahan was
asked to see that this final step was taken. On June 21, 1972, Mr. Dolan informed Mr. Vaas that, on May 23rd, the final decree had been entered by the Supreme Judicial Court. As at this time in May, 1972, the Xavier Corporation, longer-lived than anticipated, had come to an end. The final decree was signed on June 21, 1972, by Archbishop Medeiros, Fr. Leo J. McGovern, representing Poston College High School, Fr. Raymond J. Swords, representing Cranwell School and by William G. Guindon, Provincial.

Lastly, came the payment of legal fees for Mr. Dolan's services since his first billing. The charge was $3500. Proc. H. Frank Cluff, the Province Treasurer, forwarded, from province funds, this check for these services. "Tanta molis erat . . . ."

When no more Jesuits were in residence at Xavier, mail was gathered by Miss Sheehan to be forwarded to or gathered by Fr. Callahan. Among the last journals coming by subscription to the Xavier house library was the English Province Letters and Notices. That journal, in its truth-telling accounts of English Jesuits, would probably be more severe on some individuals than this narrative has been. This account employed all available sources and has attempted to cover all factual aspects of an extended story, while giving expression to some value judgments and to leave many more to its readers.