

Land Court rules in Spag's, town's favor

SHREWSBURY — On May 27, the Massachusetts Land Court ruled that all of the zoning bylaw amendments adopted at the Dec. 9, 1991 town meeting are valid. The court dismissed the complaint, which was filed by 10 town residents against the town and Spag's Supply, Inc.

The decision will allow the town to sell Spag's the Harrington Avenue ball field. The town has said it will use the money from the sale to acquire about 20 acres of open space on Maple Avenue from the Worcester Foundation for Experimental Biology.

The plaintiffs filed suit in November 1991 to restrain the town from voting on the proposed sale of the ball field at special town meeting. The original plaintiffs were Josephine Wagner and "The Committee to Preserve Open Space." The request for the restraining order was denied and the town voted to amend its zoning bylaws so it could sell the ball field to Spag's for commercial use.

The plaintiffs pursued the lawsuit. In January 1992, the court dismissed the claims of "The Committee to Preserve Open Space," and allowed 10 residents to pursue a "taxpayers' suit." The plaintiffs named in the court's decision are Joseph Davolio, Josephine Wagner, Robert Abraham, Allen Bishop, John Scirpoli, John Zona

Jr., Florence Zona, All Scirpoli, Leonard R. Erickson, Aida Street and Michael J. Manno.

Maurice DeFalo, the project manager for Spag's, said he is delighted that the court's decision will allow the Maple Avenue land. If Spag's is the successful bidder for the Harrington Avenue ball field, it's likely that the town can acquire the Foundation property at no expense to taxpayers.

DeFalo said he was also pleased the judge thought the proposed addition and alteration to the Spag's complex would be

"beneficial from traffic, parking and safety standpoints."

The new parking lot was proposed by Spag's after neighbors expressed concerns about parking problems. DeFalo said Spag's has always been concerned with the neighborhood and that the proposed addition is designed to improve safety, traffic and parking. Spag's was represented at the trial by Edward C. Bennett Jr. of Mirick, O'Connell, DeMalle & Lougee and the Town of Shrewsbury was represented by T. Philip Leader of Dunn, Leader & Allen.

OBITS

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Paul J. Wolf, 70 formerly of Northboro

WESTBORO — Paul J. Wolf, 70, of 2 Maynard St., formerly of Northboro, died May 30 in Memorial Hospital after an illness.

Wolf was an Army Air Force veteran of World War II, serving as a B-24 bomber pilot in the Asian-Pacific theater. He then served with the Air Force in the Berlin airlift of 1948-49. He served in the Air Force 24 years before retiring as a lieutenant colonel in 1967.

Wolf founded Wolf Coach Inc., a specialty-vehicle maker in Auburn. The company produced mobile emergency-care vehicles and news media vehicles, along with specialty vehicles for several federal agencies.

He leaves his wife, Marilyn J. (Lindberg) Brennan Wolf; six sons, John D., Richard F., James S., Thomas A., Paul and Peter A. Wolf; three daughters, Kathleen R. Potts, Marion R. Brusuelas and Sheila C. Spear; two stepsons, David M. and Daniel J. Brennan; a stepdaughter, Dianne L. Davis of Shrewsbury; and 22 grandchildren.

He was born in Akron, N.Y., son of Peter and Marion (Kerr) Wolf, and lived 15 years in Northboro and 10 years in Westboro.

Funeral services were held in the Evangelical Congregational Church in Westboro.

Memorial contributions may be made to the Evangelical Congregational Church, West Main Street, Westboro 01581.

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LEGAL S

Unit 60H, MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Lawrence J. Rothchild, Individually and as Trustee of Fenwick Realty Trust, created under Declaration of

this notice of sale and/or the terms of the memorandum of sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with the Mortgagee's attorney, Palmer & Dodge, the amount of the required deposit

Together with the benefits provisions of M.G.L. C condominiums, as that of date hereof, the Master I Trust referred to above amended, and any by-law from time to time and matters of record stated o