

By Mr. Flaherty of Boston, petition of Michael F. Flaherty for legislation to increase the salaries of the district court clerks. The Judiciary.

**The Commonwealth of Massachusetts**

In the Year One Thousand Nine Hundred and Eighty-One.

AN ACT FOR INCREASED SALARIES FOR DISTRICT COURT CLERKS.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 SECTION 1. Chapter 218 of the General Laws is hereby  
2 amended by striking out section 79, as inserted by section 225 of  
3 chapter 478 of the acts of 1978, and inserting in place thereof the  
4 following section: —

5 *Section 79.* The clerks of the district court department shall  
6 receive from the commonwealth as a salary a sum equivalent to the  
7 salary of the clerk of courts of the superior court department in  
8 their respective counties. Assistant clerks of the district court  
9 department shall receive from the commonwealth as a salary, in the  
10 instance of the first assistant clerk, a sum equivalent to eighty-sev-  
11 en and one-half percent of the salary of the clerk and for all other  
12 assistant clerks, a sum equivalent to seventy-five percent of the  
13 clerks.

14 Said clerks and assistant clerks shall devote their entire time  
15 during business hours to their respective duties and shall not,  
16 directy or indirectly, engage in the practice of law.

17 The clerks and assistant clerks of the juvenile court department  
18 shall be entitled to thirty days vacation and thirty days sick leave in  
19 each calendar year. Vacation leave and sick leave not used in any  
20 such year may be accumulated provided that the number of vaca-  
21 tion days so accumulated shall not exceed sixty and the total  
22 amount of sick leave shall not exceed one hundred and eighty days.

1 SECTION 2. Section 226 of chapter 478 of the acts of 1978 is  
2 hereby repealed.

As to the question of the validity of the contract, it is not necessary to discuss the same in detail, as the facts are so clear that the result is obvious.

### THE CONTRACT OF SALE

It is to be noted that the contract is a contract of sale.

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