

HOUSE No. 5135

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, May 12, 1969.

The committee on Education, to whom were referred, so much of the recommendations of the Board of Higher Education (House, No. 107) as relates to authorizing increased flexibility in awarding general scholarships (accompanied by bill, House, No. 108); the petition (accompanied by bill, House, No. 816) of Francis J. Bevilacqua for increased flexibility in awarding general scholarships and providing for student assistance matching funds and Commonwealth opportunity grants at institutions of higher education; and the petition (accompanied by bill, House, No. 1385) of George Rogers for legislation to provide flexibility in the awarding of general scholarships and to provide for student assistance matching funds and Commonwealth opportunity grants at institutions of higher learning, reports the accompanying bill (House, No. 5135).

For the committee,

GEORGE ROGERS.

The Commonwealth of Massachusetts

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

AN ACT AUTHORIZING INCREASED FLEXIBILITY IN AWARDING GENERAL SCHOLARSHIPS TO PROVIDE FOR STUDENT ASSISTANCE MATCHING FUNDS AND TO PROVIDE FOR COMMONWEALTH OPPORTUNITY GRANTS AT THE INSTITUTIONS OF HIGHER LEARNING.

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. The twentieth paragraph of section 1D of chap-
2 ter 15, of the General Laws, as appearing in section 2 of
3 chapter 572 of the acts of 1965, is hereby amended by striking
4 out, in line 7, the words "one quarter, one half, or full" and
5 inserting in place thereof the words: — full or partial.

1 SECTION 2. Said section 1D of said chapter 15 is hereby
2 further amended by inserting after the twentieth paragraph
3 the following paragraph: —

4 The board is hereby authorized to allot to public institu-
5 tions of higher learning of the commonwealth such funds as it
6 may deem desirable to provide matching funds for Federal
7 student assistance programs including but not limited to
8 National Defense Student Loan Program, work-study pro-
9 grams, economic opportunity grants or such other programs
10 for student assistance as may be developed, and, to provide
11 emergency financial aid for students. The board shall estab-
12 lish such regulations governing allocation of funds as it shall
13 deem necessary.

14 The board is hereby authorized to guarantee the payment
15 of full or partial scholarships to a number of particularly
16 needy students selected in the tenth or eleventh grades by
17 persons or agencies of the board's designation under such
18 regulations as the board shall deem necessary. These stipends,
19 to be known as commonwealth opportunity grants, are to be
20 guaranteed the student at the time of his selection provided

21 he satisfactorily completes high school and will be payable
22 from general scholarship funds at the time of his matricula-
23 tion at any approved institution of higher education of his
24 choice.

1 SECTION 3. The 21st paragraph of said section 1D of said
2 chapter 15, as appearing in section 2 of chapter 572 of the
3 acts of 1965, is hereby amended by striking out, in line 1, the
4 words "one quarter, one half or full" and inserting in place
5 thereof the words: — Full or partial.

It is established by the evidence that the defendant was not a partner in the business of the plaintiff at the time of the transaction in question and that the defendant was not a partner in the business of the plaintiff at the time of the transaction in question.

SECTION 5. The first paragraph of the contract is void as to the defendant. It is void as to the defendant because the defendant was not a partner in the business of the plaintiff at the time of the transaction in question.

The second paragraph of the contract is void as to the defendant. It is void as to the defendant because the defendant was not a partner in the business of the plaintiff at the time of the transaction in question.

The third paragraph of the contract is void as to the defendant. It is void as to the defendant because the defendant was not a partner in the business of the plaintiff at the time of the transaction in question.

The fourth paragraph of the contract is void as to the defendant. It is void as to the defendant because the defendant was not a partner in the business of the plaintiff at the time of the transaction in question.

The fifth paragraph of the contract is void as to the defendant. It is void as to the defendant because the defendant was not a partner in the business of the plaintiff at the time of the transaction in question.