

2A:170-77.16 et seq

LEGISLATIVE HISTORY CHECKLIST

NJSA 2A:170-77.16 et seq.

Laws of 1977 Chapter 215 (Prohibit commercial sale of term papers)

Bill No. A14

Sponsor(s) Newman & Doyle

Date Introduced Pre-filed

Committee: Assembly Education

Senate Education

Amended during passage Yes  No  Amendments during passage denoted by asterisks

Date of passage: Assembly Dec. 6, 1976

Senate Feb. 14, 1977

Date of approval Sept. 13, 1977

Following statements are attached if available:

Sponsor statement	Yes	<input checked="" type="checkbox"/>	No
Committee Statement: Assembly	Yes	<input checked="" type="checkbox"/>	5/27/76 & 9/27/76
Senate	<input checked="" type="checkbox"/>	No	
Fiscal Note	<input checked="" type="checkbox"/>	No	
Veto message	<input checked="" type="checkbox"/>	No	
Message on signing	<input checked="" type="checkbox"/>	No	

Following were printed:

Reports	<input checked="" type="checkbox"/>	No
Hearings	<input checked="" type="checkbox"/>	No

Also enclosed:

Model bill cited in the May 26 committee statement (59 Amer. Bar Assoc. Journal 165, February, 1973)

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## ASSEMBLY, No. 14

## STATE OF NEW JERSEY

PRE-FILED FOR INTRODUCTION IN THE 1976 SESSION

By Assemblymen NEWMAN and DOYLE

AN ACT concerning **\*\*[crimes]\*\*** *\*\*certain civil offenses\*\**, and  
supplementing Title 2A of the New Jersey Statutes.

1 BE IT ENACTED *by the Senate and General Assembly of the State*  
2 *of New Jersey:*

1 **\*[1. It shall be a misdemeanor for any person, firm or corporation**  
2 **to conduct a business for the purpose of preparing, selling, dis-**  
3 **tributing or advertising term papers, theses, dissertations or other**  
4 **writings for submission by a person other than the author to any**  
5 **academic institution as a requirement for the completion of a**  
6 **course or the awarding of a degree.]\***

1 *\*1. No person shall, for any fee, or other remuneration, prepare,*  
2 *offer to prepare, cause to be prepared, sell or offer for sale any*  
3 *term paper, thesis, dissertation, essay, report or other written,*  
4 *recorded, pictorial, artistic or other assignment knowing, or under*  
5 *the circumstances having reason to know, that said assignment is*  
6 *intended for submission either in whole or substantial part under*  
7 *a student's name in fulfillment of the requirements for a degree,*  
8 *diploma, certificate, course or courses of study at any university,*  
9 *college, academy, school or other educational institution.*

1 *2. Nothing contained in this act shall prevent any person from*  
2 *providing tutorial assistance, research material, information or*  
3 *other assistance to persons enrolled in a university, college, acad-*  
4 *emy, school or other educational institution, which is not intended*  
5 *for submission directly or in substantial part as an assignment*  
6 *under the student's name to such educational institution in fulfill-*  
7 *ment of the requirements for a degree, diploma, certificate or*  
8 *course of study. Nor shall any person be prevented by this act*

**EXPLANATION—Matter enclosed in bold-faced brackets [thus] in the above bill  
is not enacted and is intended to be omitted in the law.**

9 from rendering services for a fee which include the typing, research,  
10 assembling, transcription, reproduction or editing of a manuscript  
11 or other assignment which he has not prepared at the request of  
12 or on behalf of the purchaser.

1 3. Anyone convicted of violating any provision of this act shall  
2 be guilty of a **\*\*[misdemeanor]\*\*** **\*\*civil offense** which shall be  
3 enforced by summons and complaint as if it were a disorderly  
4 persons action and which shall be subject to a fine of up to \$1,000.00,  
5 which fine shall be collectible by any municipal court or any other  
5A court of competent jurisdiction<sup>\*\*</sup>. Any court of competent jurisdic-  
5B tion is hereby authorized to grant such further relief as is necessary  
5C to enforce the provisions of this act, including the issuance of an  
5D injunction.

6 Actions for injunction under the provisions of this act may be  
7 brought in the name of the people of this State upon their own  
8 complaint or upon the complaint of any person, or any public or  
9 private college, university, academy, school or other educational  
10 institution which is chartered, incorporated, licensed, registered or  
11 supervised by this State, acting for the interest of itself, its stu-  
12 dents, or the general public.\*

1 **\*[2.]\* \*4.\*** This act shall take effect immediately.

ASSEMBLY, No. 14

STATE OF NEW JERSEY

PRE-FILED FOR INTRODUCTION IN THE 1976 SESSION

By Assemblymen NEWMAN and DOYLE

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New Jersey Statutes.

1 BE IT ENACTED *by the Senate and General Assembly of the State*  
2 *of New Jersey:*

1 1. It shall be a misdemeanor for any person, firm or corporation  
2 to conduct a business for the purpose of preparing, selling, dis-  
3 tributing or advertising term papers, theses, dissertations or other  
4 writings for submission by a person other than the author to any  
5 academic institution as a requirement for the completion of a  
6 course or the awarding of a degree.

1 2. This act shall take effect immediately.

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STATEMENT

This bill creates a new criminal offense in the misdemeanor category for conducting a business for the purpose of preparing, selling, distributing or advertising term papers, theses, dissertations or other writings for submission by a person other than the author to any academic institution as a requirement for completion of a course or the awarding of a degree.

ASSEMBLY EDUCATION COMMITTEE

STATEMENT TO

**ASSEMBLY, No. 14**

with Assembly committee amendments

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**STATE OF NEW JERSEY**

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DATED: MAY 27, 1976

**PROVISIONS**

This bill makes it a misdemeanor to prepare, sell or distribute for sale any written or other assignment intended for submission by a person other than the author in fulfillment of course or degree requirements. It also provides for injunctive relief against this practice.

**BACKGROUND**

The Assembly Education Committee has carefully reviewed legislation designed to make it a criminal offense to prepare and sell materials for submission under the purchaser's own name in fulfillment of course or degree requirements. Assembly Bill No. 14 originated as an Assembly Committee Substitute for Assembly Bill No. 1017 and was passed by the General Assembly during the 1974-75 legislative session. The Department of Higher Education indicated certain technical objections to the bill and submitted a model bill for committee consideration (59ABAJ165). After further review, certain provisions of that model bill have been incorporated in the committee's amendments. It is the judgment of the committee that Assembly Bill No. 14, as amended, offers a necessary resolution of this problem.

**COMMITTEE AMENDMENTS**

These amendments are designed to make the bill more explicit. The amendments to section 1 clarify the persons and activities covered by this act. It applies to any material, written or unwritten, prepared, sold or offered for sale by anyone who knows, or who has reason to know that that material is to be used as a course or degree requirement.

Section 2 specifies persons and activities not covered by this legislation. In general, it excludes tutors, research assistants and similar individuals who are acting in a professional capacity whether paid or unpaid.

Section 3 makes this practice a misdemeanor and provides for injunctive relief.

FISCAL IMPLICATIONS

This bill has no fiscal impact.

POSITIONS ON THE PROPOSED LEGISLATION

The Department of Education and the Department of Higher Education are in support of this legislation.

ASSEMBLY EDUCATION COMMITTEE

STATEMENT TO

**ASSEMBLY, No. 14**

[OFFICIAL COPY REPRINT]

with Assembly committee amendments

—◆—  
**STATE OF NEW JERSEY**  
—◆—

DATED: SEPTEMBER 27, 1976

This bill was recommitted to the Assembly Education Committee for the purpose of further amendment. This amendment changes the offense for the violation of the provisions of this bill from a criminal to a civil offense and specifies a maximum fine of \$1,000.00.

The committee favorably reports this bill, as amended, and endorses the original committee statement of May 27, 1976.

# Trapping Term Paper Cheaters by Statute

by Joseph W. Ambash

Term paper companies are proliferating. They present a challenge to the integrity of the educational process. While a legal response is not the complete answer, a carefully drawn state statute will help stop blatant cheating and still preserve First Amendment rights.

**T**HE PROLIFERATION of term paper companies in academic communities has provoked concern among educators and law enforcement officials. Many college administrators see these elaborately organized and extensive firms as a grave threat to the educational enterprise, undermining the integrity of the academic process. At the very least, thefts of college term papers and their reappearance at term paper companies have aroused anxiety.

Although no universal, well-co-ordinated remedy has yet emerged for this situation, several approaches have been suggested. They include internal, case-by-case responses by individual colleges, private civil actions by colleges and state attorneys general against these companies, and attempts to pass new legislation specifically aimed at limiting term paper sales. Each remedy poses its own legal, practical, and sociological problems. Indeed, although the problem of blatant cheating may seem clear enough, attempts to deal with it generate a confusing mixture of difficulties that in some instances may outweigh the original evil.

The threshold question is whether term paper companies merit any reaction at all. Do they threaten to undermine academic integrity? How many students use their services? Are they different from other forms of cheating? Does their emergence represent a symptom of a more fundamental malaise of the educational system?

The answers vary among college administrators, students, law enforcement officials, and legislators. Advocates for the term paper companies argue that the educational system has created such unrealistic burdens for students that custom-made term papers are a predictable and acceptable means of meeting the aca-

demie burden.<sup>1</sup> Their opponents argue that these organized businesses threaten the very process of learning that is at the heart of education.<sup>2</sup>

It is difficult to assess statistically the extent to which students are using term paper companies. Reports in the press and national magazines indicate that term paper companies are a booming business. *Newsweek* of March 20, 1972, reported that Termpapers Unlimited, based in Boston, employs 2,000 people at fifty American and Canadian branches and grossed \$1.2 million in 1971. Another company, Write-On Inc., was said to be "the keystone of an academic empire that now offers lecture notes, class outlines, language translations, tutoring, and manuals for solving common math and science problems." The partners of Write-On reported that demand far outstripped supply.

In the complaint in *New York v. Saksniit*, 332 N.Y.S. 2d 343 (Sup.Ct. 1972), a suit filed in 1972 against one term paper company, the New York attorney general alleged that between November 1, 1971, and January 31, 1972, "at least 965 students from over 100 different colleges purchased papers from defendants resulting in sales approximating \$35,416." One thousand students at a hundred colleges could hardly be considered a sizeable percentage, yet these figures are a minimum calculation for just one company. At this point the extent of patronage is speculative.

## Cheating Difficult To Pinpoint

The distinction between the use of term paper companies' services and other forms of cheating is in some instances clear and in others more subtle and harder to pinpoint. University rulebooks define cheating in a variety of ways. For my purposes, "cheating" will be defined as the act of plagiarism or misrepresentation of the authorship or source of any assignment submitted by a student for academic credit at a school or college.

Traditional means of cheating have included such techniques as plagiarizing from books and articles, copying term papers submitted by friends in earlier years or at different colleges, and the like. Some fraternities maintain files of old papers. Many publishing firms sell various types of outlines, analyses of popular novels and texts, essays on various academic

1. For example, Martin, "A Seller of Term Papers Looks at College Himself," *Boston Globe*, February 21, 1972, page 20.  
2. "Enterprise: Cheating Inc.," *NEWSWEEK*, March 20, 1972, pages 89, 92.

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subjects, review books, study notes, and other aids used by students in preparing for examinations and assignments. These commercial study aids are an accepted part of the academic world. They are closely related to commercial enterprises that provide tutorial assistance, give review courses (such as the bar review courses), and offer cram courses to raise college board, medical board, law board, and other standardized test scores.

The crucial difference between these established adjuncts to academic life and the new term paper companies is the specificity of the assistance rendered by the latter. The term paper companies advertise to students that they will do their entire assignments for them, for a price. Often this includes typing the paper so that it is ready for submission. The complaint in the New York action alleged that the term paper company advertised:

Do you have a tempaper assignment that's a little too much work? Are you cramped for time with a nightmarish deadline closing in? Let us help you. We have a team of professional writers who can handle any subject. Our papers are custom made, and professionally typed. We offer the most economical work anywhere, at no sacrifice in quality or service to you.

The standard form of the Boston branch of Term-papers Unlimited asks students to specify the length of the paper, whether it will have footnotes (at the bottom of pages or at the end of the paper), whether there will be a bibliography, and the desired grade. It also asks students to give the name of the instructor and course, the required and suggested reading for the paper, and to leave any materials the writer should use in preparing the paper. The firm also uses a code to protect against double submissions of the same paper to the same professor. These blatant practices are the most offensive to college administrators.

Term paper companies also have files of previously used papers that are sold, usually in photocopied form, for a lower price than custom-made jobs. It is arguable that the distinction between this service and the more traditional forms of cheating is more difficult to identify than the distinction created by custom-made assignment selling. What exactly is the difference between buying a book of essays on, say, *Paradise Lost* published by a house specializing in college student subjects and offering a previously submitted paper on *Paradise Lost* to customers? If a student wants to plagiarize, can't he just as easily adapt a published essay as rewrite an unpublished one? What is so offensive about simply providing a catalogue of term papers for sale to the public? Is it the convenience of this system that provokes outrage? The "inimorality" of it? The sheer disrespect it celebrates? For it is doubtful that this form of providing information is in itself illegal.

Once it becomes clear that it is by no means clear



Joseph W. Ambash is a third-year Harvard law student and is also a teaching fellow in general education at Harvard College. He received his undergraduate education at Yale.

precisely what is or should be made illegal about the activities of term paper companies, the search for remedies to the problem becomes complicated. The most obvious method of dealing with widespread cheating is action by the schools and colleges affected. Each has internal mechanisms for dealing with suspected cheating. But the difficulty with this case-by-case approach is that few students are caught cheating, and the business of the term paper companies continues unhampered.

The alternative is some sort of direct interference with the term paper companies themselves. The challenge is the framing of precisely reasoned causes of action that adequately specify the evil sought to be prevented and prove its existence.

#### Implied Contract Between Student and School?

One approach is individual civil actions by schools against term paper companies on a tort theory of interference with a contractual arrangement. In this case the contract between the school and the student is implicit; one of its provisions is that the student will not cheat. The tort consists of an intentional, willful interference by term paper companies that encourage students to cheat, thereby interfering with the contractual arrangement. An action based on this theory was filed last year by Ohio State University.

In order to sustain the burden of proof in this type of action, the plaintiff must prove a willful interference by the defendant. Evidence such as advertisements and the forms to be filled out by student customers might be sufficient to prove willful intent. Yet many term paper companies post signs saying that they do not condone plagiarism and that they are simply providing reference material. Even if a school won one case, it is predictable that term paper companies would make more visible attempts to demonstrate that they are only providing reference material, not aiding and abetting cheating. How difficult it might be to prove

willfulness in the face of denials is an open question.

An alternative to individual actions is state action using existing laws. The possibility of these actions varies greatly from state to state, depending on the existence of relevant statutes.

The *Saksniit* case in New York was founded on a violation of both the state's Education Law and the Business Corporation and Executive Law. The attorney general alleged that the term paper company "encouraged, aided, and abetted" students to obtain diplomas fraudulently in violation of Sections 224 and 225 of the Education Law, and it alleged that the company violated the corporation law by exceeding its express purpose of formation, by conducting its business in a fraudulent and illegal manner, and by violating the public policy of the state. The relief sought was dissolution of the corporation.

The *Saksniit* case resulted in the issuance of a preliminary injunction against the activities of the term paper company and the appointment of a temporary receiver, pending trial on the merits. The existence of strong education laws in New York provided at least an indirect means of initiating an action against the term paper company. These laws are not universal, however, and those that do exist are not designed for the specific problems raised by term paper companies. Their usefulness is therefore in doubt.

The limited statutory bases on which the states can initiate actions suggest the possibility of new legislation specifically aimed at limiting the activities of these companies. New York has already amended its Education Law, effective July 1, 1972, with a section specifically outlawing the sale of term papers, and California has enacted a bill with similar objectives.<sup>3</sup> Both these laws present statutory drafting problems of a constitutional nature and demonstrate that the elimination of cheating through legislative action may be more elusive than appears at first glance.

Any statute seeking to limit the activities of term paper companies treads on the free speech area. Lurking in and around the domain of commercialized cheating are the precious rights of freedom of speech, of the press, and of distributing information. The task of drafting a statute is circumscribed by this often tenuous boundary; the law must proscribe cheating yet leave protected speech intact.

It seems clear that it is within the scope of the state police power to limit the activities of term paper companies. The free speech argument of the companies—that they are merely furnishing information on request—would fall in the face of an overwhelming state interest in preserving the integrity of its educational system. The compelling state interest would outweigh the free speech interest of the term paper companies.

Yet, if this argument is to prevail, a statute must be framed that articulates the prohibited speech so clearly as to avoid the pitfalls of the First Amendment postulates of vagueness and overbreadth. What pre-

cisely is the speech we wish to proscribe? Is it the preparation of custom-made term papers for submission in a student's name for academic credit? Is it the distribution of previously written papers for submission in a student's name for academic credit? Is it the mere sale of any term papers to any individual? Is it the sale of detailed background information in written form? Must the seller have knowledge of the buyer's intended use of the material?

#### Statute Must Be Narrow, Yet Effective

A statute whose drafting does not clearly resolve these questions in advance and embody their answers in unmistakable verbal form will be subject to challenge on the basis of vagueness and overbreadth. The state's interest in maintaining academic integrity extends only as far as prohibiting speech or the furnishing of information the distributor knows or has reason to know will be used by the recipient for the purposes of cheating, as defined. Any other prohibition is likely to suppress existing and acceptable forms of speech, press, and information furnishing and be unconstitutional. The problem facing legislators is whether an acceptably narrow yet effective statute can be drawn.

The First Amendment postulates of vagueness and overbreadth are responses developed by the Supreme Court to deal with statutes with applications that conflict with the First Amendment. Many statutes, while intending to outlaw certain expressive conduct not protected by the First Amendment, embrace by their terms other conduct that falls within the legitimate concerns of the amendment. They may contain vague terminology that inadequately notifies potential offenders and fails to provide clear standards to guide enforcement agents and courts, or they may be overbroad in their scope, thereby prohibiting conduct that has First Amendment protection.

The objective of the judicially imposed doctrines of vagueness and overbreadth has been either to truncate, restrict, or invalidate laws that give rise to ambiguous interpretations. The primary reason for bold corrective measures is to reduce the chilling effect the legislation has on protected activities and to provide a maximum amount of predictability of governmental intervention to persons planning the exercise of fundamental rights.<sup>4</sup>

The Supreme Court has used two main approaches. The older, more traditional, is the "as applied" approach in which the Court decides whether the complainant may be allowed to violate the terms of the law because his expressive conduct cannot be prohibited by the law. Under the "as applied" approach, the statute is not invalidated, but its application is limited.

The newer approach is to declare a law void on its face because it is too sweeping in its application.

3. N.Y. EDUC. LAW § 213-b (McKinney 1972); CAL. ED. CODE §§ 22530-22535 (West 1972).

4. Note, *The First Amendment Overbreadth Doctrine*, 83 HARV L. REV. 844, 874 (1970).

This is done without regard to the status of a particular complainant's conduct, so that a party whose conduct could be justifiably prohibited by an appropriate statute is vindicated because of the overbreadth of the particular statute.<sup>5</sup> Invalidation because of overbreadth serves as a message to the legislative body that it must attempt to articulate as narrowly as possible the conduct it wishes to proscribe.

A detailed examination of the New York and California statutes underscores the difficulty of writing an effective law in this area. Although neither of these statutes has been tested, both seem open to constitutional challenge on the ground of First Amendment vagueness and overbreadth objections.

Their vulnerability stems in part from their ambitious intentions. Their objectives seem to be the complete elimination of term paper companies. This is neither possible nor desirable. It is not possible to design a statute that will entirely eliminate the sale of term papers without also prohibiting a host of protected speech activities at the same time. The distinction between a book of essays on typical college topics and a file of previously submitted typical college term papers is simply too vague to sanction the one and ban the other. Is it desirable to eliminate term paper companies entirely? If they simply sell used papers, their activity may be obnoxious, but it does not seem worthy of legal intervention. If they branch out and sell lecture notes, outlines, tutoring, and manuals, this activity would be acceptable.

What is both obnoxious and worthy of suppression is the preparation by term paper companies of custom-made papers that all parties involved know are intended for submission to schools under the students' names for academic credit. It is this type of blatant, commercialized assistance in cheating that subverts the states' interest in the integrity of their educational systems. A statute that effectively addresses this behavior would be welcome. The statute must clearly define its terms and indicate the requirements for proving knowledge on the part of the sellers.

The statute I propose attempts to focus on custom-made papers by using "assignment" as its key word. The first paragraph of the act essentially prohibits the preparation and sale of academic assignments. The knowledge requirement includes the phrase "knowing, or under the circumstances having reason to know." This is intended to meet objections by sellers of assignments that they did not specifically know their buyers' intentions. For example, if they sold an assignment to a nonstudent acting for a friend, it would be easy to claim they did not know it was intended for submission for academic credit. If the buyer were asked to provide typical information, however, as to the name of the instructor, the name of the course, the number

of footnotes, the required reading, and the desired grade, it should be possible to prove that "under the circumstances" the seller knew it was intended as an assignment. Signs claiming that the companies merely furnish information and do not condone cheating would not defeat an inquiry into the entire circumstances under which they operated. Even if the term paper companies met this portion of the statute by requiring all buyers to sign a statement that they did not intend to use the paper to submit as an assignment, it might be possible to prove that they nevertheless knew its likely use.

The definition of assignment used in this act includes recorded, pictorial, and artistic, as well as written, tasks. This more expansive definition was included

AN ACT RELATING TO THE PREPARATION, SALE AND DISTRIBUTION OF ACADEMIC ASSIGNMENTS

A. No person shall prepare, offer to prepare, cause to be prepared, sell or offer for sale any term paper, thesis, dissertation, essay, report or other written, recorded, pictorial, artistic or other assignment knowing, or under the circumstances having reason to know, that said assignment is intended for submission either in whole or substantial part under a student's name in fulfillment of the requirements for a degree, diploma, certificate or course of study at any university, college, academy, school or other educational institution which is chartered, incorporated, licensed, registered or supervised by this state.

B. Nothing contained in this section shall prevent any person from providing tutorial assistance, research material, information or other assistance to persons enrolled in a university, college, academy, school or other educational institution which is chartered, incorporated, licensed, registered or supervised by this state, which is not intended for submission directly or in substantial part as an assignment under the student's name to such educational institution in fulfillment of the requirements for a degree, diploma, certificate or course of study. Nor shall any person be prevented by this section from rendering services for a fee which include the typing, research, assembling, transcription, reproduction or editing of a manuscript or other assignment which he has not prepared at the request of or on behalf of the purchaser.

C. Anyone convicted of violating any provision of this section shall be guilty of a misdemeanor. Any court of competent jurisdiction is hereby authorized to grant such further relief as is necessary to enforce the provisions of this section, including the issuance of an injunction.

D. Actions for injunction under the provisions of this section may be brought in the name of the people of this state upon their own complaint or upon the complaint of any person, or any public or private college, university, academy, school or other educational institution which is chartered, incorporated, licensed, registered or supervised by this state, acting for the interest of itself, its students, or the general public.

E. As used in this section, "person" means any individual, partnership, corporation or association.

F. As used in this section, "assignment" means any specific written, recorded, pictorial, artistic or other academic task that is intended for submission to any university, college, academy, school or other educational institution which is chartered, incorporated, licensed, registered or supervised by this state, in fulfillment of the requirements of a degree, diploma, certificate or course of study at any such educational institution.

G. As used in this section, "prepare" means to create, write or in any way produce in whole or substantial part a term paper, thesis, dissertation, essay, report or other written, recorded, pictorial, artistic or other assignment for a fee.

5. See *Thornhill v. Alabama*, 310 U.S. 88 (1940); *United States v. Robel*, 389 U.S. 258 (1967).

because the scope of academic obligations extends beyond the mere writing of term papers and includes photo essays, drawings, models, and the like that should be included in a comprehensive definition of assignments. The word "recorded" was included both because some assignments are oral and because it could be possible for term paper companies to avoid the statute by tape-recording their work and selling the tapes.

The exemption in Paragraph B of the act of "tutorial assistance, research material, information, or other assistance" is worded so as to allow assistance other than the preparation of assignments. The dilemma of excluding one type of assistance and sanctioning another remains. How are we to distinguish between material that is intended for submission either in whole or substantial part for academic credit from material that is not?

The distinction is created in this statute in the definition of the words "assignment" and "prepare." The key aspect of an assignment is that it is a "specific" task intended for submission for academic credit. "Prepare" is essentially the creation of such an assignment. Research reports and other similar assistance would therefore not be outlawed by this act as long as they did not comprehend the actual preparation of an assignment.

The plaintiff's burden in any action based on this statute is to prove that the seller knowingly prepared or sold an assignment rather than merely furnished information. The manner and specificity in which the order was placed or the final form in which it was delivered will be crucial to this determination. The mere sale of a photocopy of a previously submitted term paper will not be proscribed by this act, except if the circumstances indicate that the seller knows it is intended for submission as an assignment.

#### Custom-Made Assignments Prevented

It would be permissible for term paper companies to maintain a file of essays on various academic subjects and sell photocopies of these papers to purchasers. It would be extremely difficult to prove in these transactions that the seller knew the essay would be submitted as an assignment, especially because the particular essay purchased was not specifically prepared at the behest of the buyer and was available for sale to the general public. If, on the other hand, term paper companies made efforts to inform customers which of these previously written papers were sold to students enrolled in specific courses at specific colleges, it might be demonstrated they knew that the papers were purchased for submission as assignments. Thus, the thrust of the statute is precisely against the commercial preparation of custom-made assignments and the sale of papers in a manner designed to facilitate their submission as assignments.

The statute's exemptions for typing, research, assem-

bling, transcription, reproduction, and editing are similar to those in the New York act, except that here the language limits these services to manuscripts or other assignments "which he [i.e., the typist] has not prepared at the request of or on behalf of the purchaser." This limitation is included to prevent attempts to avoid the statute by purporting to sell to a customer mere photocopies of a paper requested by that customer.

Paragraph C of the act incorporates the provision in Section 22,532 of the California act authorizing injunctive relief. Paragraph D is taken directly from Section 22,533 of the California law and in effect confers the power of attorney general on private citizens and schools to initiate injunctive actions. This extensive grant of standing to private parties is justified by the magnitude of the state's interest at stake and by the difficulty that the attorney general might have in monitoring term paper companies throughout a state's educational system.

The act proposed here is not intended as the ultimate vehicle for achieving the elimination of assignment selling. As a state legislative response to the problem, it was drafted with a sensitivity toward First Amendment vagueness and overbreadth objections that should enable it to withstand both tests of its constitutionality and attempts to escape its sharply defined focus. However, even if a statute similar to the model presented here survives a constitutional challenge, it is questionable whether any legal response alone can cope adequately with the dimensions of the college cheating problem.

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#### Environmental Law Seminar

**A**N ENVIRONMENTAL law seminar entitled "Defending the Environment: A Problem for Lawyers and Laymen Alike" will be held at the Ghost Ranch Conference Center at Abiquiu, New Mexico, from July 30 to August 6, 1973. Ghost Ranch has many recreational facilities as well as a conference center.

The staff for the seminar will be Joseph L. Sax, professor of law at the University of Michigan Law School, Marvin B. Dunning of the Washington bar (Seattle), Richard B. Wilks of the Arizona bar (Phoenix), and Dieter T. Hessel of the Department of Church and Society of the United Presbyterian Church in the U.S.A. The seminar, open to lawyers and interested laymen, will examine ways in which environmental crises can be handled both within the traditional concepts of the common law and by using new legal tools.

The registration fee is \$100, and room and board charges are \$8 a day for adults and \$4 for children nine years old and less. Further information may be obtained from the Ghost Ranch Conference Center, Abiquiu, New Mexico 85710.