

SECURITIES AND EXCHANGE COMMISSION

FORM NSAR-B

Annual report for management companies filed on Form N-SAR

Filing Date: **2013-01-28** | Period of Report: **2012-11-30**  
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FILER

**EATON VANCE MASSACHUSETTS MUNICIPAL INCOME TRUST**

CIK:[1074690](#) | IRS No.: **046880055**  
Type: **NSAR-B** | Act: **40** | File No.: [811-09147](#) | Film No.: **13551474**

Mailing Address  
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PLACE  
BOSTON MA 02110*

Business Address  
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PLACE  
BOSTON MA 02110  
617-482-8260*

PAGE 1

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000 C000000 0001074690  
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001 A000000 EV Massachusetts Municipal Income Trust  
001 B000000 811-09147  
001 C000000 6174828260  
002 A000000 Two International Place  
002 B000000 Boston  
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008 C000001 801-15930  
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012 A000001 American Stock Transfer & Trust Company  
012 B000001 84-00416  
012 C010001 New York  
012 C020001 NY  
012 C030001 10038  
013 A000001 Deloitte & Touche LLP  
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013 B030001 02116  
013 B040001 5022  
014 A000001 Eaton Vance Distributors, Inc.  
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015 A000001 State Street Bank and Trust Company  
 015 B000001 C  
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PAGE 3

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PAGE 7

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087	A030000	MMV
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088	B000000	N
088	C000000	N
088	D000000	Y
SIGNATURE	BARBARA CAMPBELL	
TITLE	TREASURER	

REPORT OF INDEPENDENT  
REGISTERED PUBLIC  
ACCOUNTING FIRM

To the Trustees and the Shareholders of  
Eaton Vance California Municipal Income  
Trust, Eaton Vance Massachusetts Municipal  
Income Trust, Eaton Vance Michigan  
Municipal Income Trust, Eaton Vance New  
Jersey Municipal Income Trust, Eaton Vance  
New York Municipal Income Trust, Eaton  
Vance Ohio Municipal Income Trust, and  
Eaton Vance Pennsylvania Municipal  
Income Trust:

In planning and performing our audits of the  
financial statements of Eaton Vance  
California Municipal Income Trust, Eaton  
Vance Massachusetts Municipal Income  
Trust, Eaton Vance Michigan Municipal  
Income Trust, Eaton Vance New Jersey  
Municipal Income Trust, Eaton Vance New  
York Municipal Income Trust, Eaton Vance  
Ohio Municipal Income Trust, and Eaton  
Vance Pennsylvania Municipal Income Trust  
(collectively the "Trusts") as of and for the  
year ended November 30, 2012, in  
accordance with the standards of the Public  
Company Accounting Oversight Board  
(United States), we considered the Trusts'  
internal control over financial reporting,  
including controls over safeguarding  
securities, as a basis for designing our  
auditing procedures for the purpose of  
expressing our opinion on the financial  
statements and to comply with the  
requirements of Form N-SAR, but not for  
the purpose of expressing an opinion on the  
effectiveness of the Trusts' internal control  
over financial reporting. Accordingly, we  
express no such opinion.

The management of the Trusts is responsible  
for establishing and maintaining effective  
internal control over financial reporting. In  
fulfilling this responsibility, estimates and  
judgments by management are required to  
assess the expected benefits and related

costs of controls. A trust's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A trust's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the trusts: (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the trusts are being made only in accordance with authorizations of management and trustees of the trust; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of a trust's assets that could have a material effect on the financial statements. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. A deficiency in internal control over financial reporting exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of a trust's annual or interim financial statements will not be prevented or detected on a timely basis. Our consideration of the Trusts' internal

control over financial reporting was for the limited purpose described in the first paragraph and would not necessarily disclose all deficiencies in internal control that might be material weaknesses under standards established by the Public Company Accounting Oversight Board (United States). However, we noted no deficiencies in the Trusts' internal control over financial reporting and their operation, including controls for safeguarding securities that we consider to be a material weakness, as defined above, as of November 30, 2012. This report is intended solely for the information and use of management and the Trustees of Eaton Vance California Municipal Income Trust, Eaton Vance Massachusetts Municipal Income Trust, Eaton Vance Michigan Municipal Income Trust, Eaton Vance New Jersey Municipal Income Trust, Eaton Vance New York Municipal Income Trust, Eaton Vance Ohio Municipal Income Trust, and Eaton Vance Pennsylvania Municipal Income Trust and the Securities and Exchange Commission and is not intended to be and should not be used by anyone other than these specified parties.

Boston, Massachusetts  
January 16, 2013

EATON VANCE MASSACHUSETTS MUNICIPAL  
INCOME TRUST

AMENDED AND RESTATED ADMINISTRATIVE  
SERVICES AGREEMENT

AGREEMENT made this 6th day of August, 2012, between Eaton Vance Massachusetts Municipal Income Trust, a Massachusetts business trust (the "Fund"), and Eaton Vance Management, a Massachusetts business trust (the "Administrator").

1. Duties of the Administrator. The Fund hereby employs the Administrator to act as administrator for and to administer the affairs of the Fund, subject to the supervision of the Trustees of the Fund for the period and on the terms set forth in this Agreement.

The Administrator hereby accepts such employment, and agrees to administer the Fund's business affairs and, in connection therewith, to furnish for the use of the Fund office space and all necessary office facilities, equipment and personnel for administering the affairs of the Fund. The Administrator shall also pay the salaries and compensation of all officers and Trustees of the Fund who are members of the Administrator's organization and who render executive and administrative services to the Fund, and the salaries and compensation of all other personnel of the Administrator performing management and administrative services for the Fund. The Administrator shall for all purposes herein be deemed to be an independent contractor and shall, except as otherwise expressly provided or authorized, have no authority to act for or represent the Fund in any way or otherwise be deemed an agent of the Fund.

In connection with its responsibilities as Administrator of the Fund, the Administrator will:

- \* assist in preparing all annual, semi-annual and other reports required to be sent to Fund shareholders and/or with the Securities and Exchange Commission ("SEC"), and arrange for the printing and dissemination of such reports to shareholders;
- \* prepare and assemble all reports required to be filed by the Fund with the SEC on Forms N-SAR, or on such other form as the SEC may substitute for Form N-SAR, and file such reports with the SEC;
- \* review the provision of services by the Fund's independent accountants, including, but not limited to, the preparation by such firm of audited financial statements of the Fund and the Fund's federal, state and local tax returns; and make such reports and recommendations to the Trustees of the Fund concerning the performance of the independent accountants as the Trustees deem appropriate;
- \* arrange for the filing with the appropriate authorities all required federal, state and local tax returns;
- \* arrange for the dissemination to shareholders of the Fund's proxy materials, and oversee the tabulation of proxies by the Fund's transfer agent or other duly authorized proxy tabulator;
- \* review and supervise the provision of custodian services to the Fund; and make such reports and recommendations to the Trustees concerning the provision of such services as the Trustees deem appropriate;
- \* oversee the valuation of all such portfolio investments and other assets of the Fund as may be designated by the Trustees (subject to any guidelines, directions and instructions of the Trustees), and review and supervise the calculation of the net asset value of the Fund's shares by the custodian;

\* negotiate the terms and conditions under which transfer agency and dividend disbursing services will be provided to the Fund, and the fees to be paid by the Fund in connection therewith; review and supervise the provision of transfer agency and dividend disbursing services to the Fund; and make such reports and recommendations to the Trustees concerning the performance of the Fund's transfer and dividend disbursing agent as the Trustees deem appropriate;

\* establish the accounting policies of the Fund; reconcile accounting issues which may arise with respect to the Fund's operations; and consult with the Fund's independent accountants, legal counsel, custodian, accounting and bookkeeping agents and transfer and dividend disbursing agent as necessary in connection therewith;

\* determine the amount of all distributions (if any) to be paid by the Fund to its shareholders; prepare and arrange for the publishing of notices to shareholders regarding such distributions (if required) and provide the Fund's transfer and dividend disbursing agent and custodian with such information as is required for such parties to effect the payment of distributions and to implement the Fund's dividend reinvestment plan;

\* review the Fund's bills and authorize payments of such bills by the Fund's custodian;

\* oversee services provided to the Fund by external counsel;

\* make recommendations to the Trustees as to whether the Fund should make repurchase or tender offers for its own shares; arrange for the preparation and filing of all documents required to be filed by the Fund with the SEC; arrange for the preparation and dissemination of all appropriate repurchase or tender offer documents



and papers on behalf of the Fund; and supervise and conduct the Fund's periodic repurchase or tender offers for its own shares;

\* monitor any variance between the market value and net asset value per share, and periodically report to the Trustees available actions that may conform such values;

\* monitor the activities of any shareholder servicing agent retained by the Administrator and periodically report to the Trustees about such activities;

\* arrange for the preparation and filing of all other reports, forms, registration statements and documents required to be filed by the Fund with the SEC, the Financial Industry Regulatory Authority and any securities exchange where Fund shares are listed; and

\* provide other internal legal, auditing, accounting and administrative services as ordinarily required in conducting the Fund's business affairs.

Notwithstanding the foregoing, the Administrator shall not be deemed to have assumed any duties with respect to, and shall not be responsible for, the management of the Fund's assets or the rendering of investment advice and supervision with respect thereto or the distribution of shares of the Fund, nor shall the Administrator be deemed to have assumed or have any responsibility with respect to functions specifically assumed by any transfer agent, custodian or shareholder servicing agent of the Fund.

Sub-Administrators. The Administrator may employ one or more sub-administrators from time to time to perform such of the acts and services of the Administrator and upon such terms and conditions as may be agreed upon between the Administrator and such sub-administrators and approved by the Trustees of the Fund, all as permitted by the Investment Company Act of 1940.

2. Compensation of the Administrator. The Administrator shall receive compensation from the Fund in respect of the services to be rendered and the facilities to be provided by the Administrator under this Agreement in an amount equal to 0.20% annually of the average weekly gross assets of the Fund. (Gross assets shall be calculated by deducting accrued liabilities of the Fund except the principal amount of any indebtedness for money borrowed, including debt securities issued by the Fund, and the amount of any outstanding preferred shares issued by the Fund. Accrued liabilities are expenses incurred in the normal course of operations.).

3. Allocation of Charges and Expenses. It is understood that the Fund will pay all its expenses other than those expressly stated to be payable by the Administrator hereunder, which expenses payable by the Fund shall include, without implied limitation:

- \* expenses of maintaining the Fund and continuing its existence;
- \* commissions, fees and other expenses connected with the acquisition and disposition of securities and other investments;
- \* auditing, accounting and legal expenses;
- \* taxes and interest;
- \* governmental fees;
- \* expenses of repurchase and redemption (if any) of shares, including all expenses incurred in conducting repurchase and tender offers for the purpose of repurchasing Fund shares;
- \* expenses of registering and qualifying the Fund and its shares under federal and state securities laws and of preparing registration statements and amendments for such purposes, and fees and expenses of registering and maintaining registrations of the Fund under state securities laws;
- \* registration of the Fund under the

Investment Company Act of 1940;

- \* expenses of reports and notices to shareholders and of meetings of shareholders and proxy solicitations therefor;
- \* expenses of reports to regulatory bodies;
- \* insurance expenses;
- \* association membership dues;
- \* fees, expenses and disbursements of custodians and subcustodians for all services to the Fund (including without limitation safekeeping of funds, securities and other investments, keeping of books and accounts and determination of net asset values);
- \* fees, expenses and disbursements of transfer agents, dividend disbursing agents, shareholder servicing agents and registrars for all services to the Fund;
- \* expenses of listing shares with a stock exchange;
- \* any direct charges to shareholders approved by the Trustees of the Fund;
- \* compensation and expenses of Trustees of the Fund who are not members of the Administrator's organization;
- \* all payments to be made and expenses to be assumed by the Fund in connection with the distribution of Fund shares;
- \* any pricing and valuation services employed by the Fund to value its investments including primary and comparative valuation services;
- \* any investment advisory, sub-advisory or similar management fee payable by the Fund;
- \* all expenses incurred in connection with the Fund's use of a line of credit, or issuing and maintaining preferred shares; and
- \* such non-recurring items as may arise, including expenses incurred in connection with litigation, proceedings and claims and the obligation of the Fund to indemnify its Trustees and

officers with respect thereto.

4. Other Interests. It is understood that Trustees, officers and shareholders of the Fund are or may be or become interested in the Administrator as trustees, officers, employees, shareholders or otherwise and that trustees, officers, employees and shareholders of the Administrator are or may be or become similarly interested in the Fund, and that the Administrator may be or become interested in the Fund as a shareholder or otherwise. It is also understood that trustees, officers, employees and shareholders of the Administrator may be or become interested (as directors, trustees, officers, employees, shareholders or otherwise) in other companies or entities (including, without limitation, other investment companies) that the Administrator may organize, sponsor or acquire, or with which it may merge or consolidate, and which may include the words "Eaton Vance" or any combination thereof as part of their name, and that the Administrator or its subsidiaries or affiliates may enter into advisory or management or administration agreements or other contracts or relationship with such other companies or entities.

5. Limitation of Liability of the Administrator. The services of the Administrator to the Fund are not to be deemed to be exclusive, the Administrator being free to render services to others and engage in other business activities. In the absence of willful misfeasance, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of the Administrator, the Administrator shall not be subject to liability to the Fund or to any shareholder of the Fund for any act or omission in the course of, or connected with, rendering services hereunder or for any losses which may be sustained in the acquisition, holding or disposition of any security or other investment.

6. Duration and Termination of this

Agreement. This Agreement shall become effective upon the date of its execution, and, unless terminated as herein provided, shall remain in full force and effect through and including the second anniversary of the execution of this Agreement and shall continue in full force and effect indefinitely thereafter, but only so long as such continuance after such date is specifically approved at least annually (i) by the Board of Trustees of the Fund and (ii) by the vote of a majority of those Trustees of the Fund who are not interested persons of the Administrator or the Fund.

Either party hereto may, at any time on sixty (60) days' prior written notice to the other, terminate this Agreement without the payment of any penalty, by action of the Trustees of the Fund or the trustee of the Administrator, as the case may be, and the Fund may, at any time upon such written notice to the Administrator, terminate the Agreement by vote of a majority of the outstanding voting securities of the Fund. This Agreement shall terminate automatically in the event of its assignment.

7. Amendments of the Agreement. This Agreement may be amended by a writing signed by both parties hereto, provided that no amendment to this Agreement shall be effective until approved (i) by the vote of a majority of those Trustees of the Fund who are not interested persons of the Administrator or the Fund, and (ii) by vote of the Board of Trustees of the Fund.

8. Limitation of Liability. Each party expressly acknowledges the provision in the other party's Agreement and Declaration of Trust limiting the personal liability of trustees, officers and shareholders, and each party hereby agrees that it shall only have recourse to the assets of the other party for payment of claims or obligations arising out of this Agreement and shall not seek satisfaction from the Trustees, officers or shareholders of the other party.

9. Use of the Name "Eaton Vance." The Administrator hereby consents to the use by the Fund of the name "Eaton Vance" as part of the Fund's name; provided, however, that such consent shall be conditioned upon the employment of the Administrator or one of its affiliates as the administrator of the Fund. The name "Eaton Vance" or any variation thereof may be used from time to time in other connections and for other purposes by the Administrator and its affiliates and other investment companies that have obtained consent to the use of the name "Eaton Vance." The Administrator shall have the right to require the Fund to cease using the name "Eaton Vance" as part of the Fund's name if the Fund ceases, for any reason, to employ the Administrator or one of its affiliates as the Fund's administrator. Future names adopted by the Fund for itself, insofar as such names include identifying words requiring the consent of the Administrator, shall be the property of the Administrator and shall be subject to the same terms and conditions.

10. Certain Definitions. The terms "assignment" and "interested persons" when used herein shall have the respective meanings specified in the Investment Company Act of 1940 as now in effect or as hereafter amended subject, however, to such exemptions as may be granted by the Securities and Exchange Commission by any rule, regulation or order. The term "vote of a majority of the outstanding voting securities" shall mean the vote of the lesser of (a) 67 per centum or more of the shares of the Fund present or represented by proxy at the meeting if the holders of more than 50 per centum of the outstanding shares of the Fund are present or represented by proxy at the meeting, or (b) more than 50 per centum of the outstanding shares of the Fund.

IN WITNESS WHEREOF, the parties

hereto have caused this Agreement to be  
executed on the day and year first above  
written.

EATON VANCE MASSACHUSETTS MUNICIPAL  
EATON VANCE MANAGEMENT  
INCOME TRUST

By:

By:  
Barbara Campbell  
Maureen A. Gemma  
Treasurer  
Vice President

14

021\_0041

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