

into most State laws which high-pressure sellers use. These include the right to repossess and also get a deficiency judgment; the confession of judgment note which waives any defenses the buyer may have and the "holder in due course" provision which absolves the finance company or bank of any responsibility for the seller's lack of performance or even outright verbal misrepresentation, even though the finance company may be perfectly aware of what is going on.

But the garnishment is the lever of final coercion that makes most of these other tools of deception work. Often an unscrupulous seller does not even have to get a garnishee. He can merely threaten it and the victim often is frightened into paying even an unfair bill for fear of job loss. Often even the actual threat is not necessary when the victim knows that his employer fires for a garnishee, or at best condones only two or three.

Here is the kind of awful incident that has been repeated actually hundreds of thousands of times in recent years in referral selling schemes, food freezer plans, carpet selling schemes, overpriced home improvement jobs, fake correspondence schools, and so on, with no way to stop these schemes as long as the garnishee law exists. A woman in Kansas City, Mo., wrote me:

A salesman came to my house with a camera. The setup was like this. You pay \$20 for the camera and that is all you have to pay. Then you send the company customers and the camera is supposed to be yours. I sent the company over 20 customers and received no credit. Now they say I must pay for the camera because I signed the paper. I have a witness that I told the man if there was any more money involved I could not take the camera. These people sold the papers to a finance company. They have come four times to the company where I work, to garnishee my wages. I sent the camera back because I told them I could not afford to pay such a price—over \$400.

The company has the camera but they say I still have to pay. I have talked to three lawyers and I get no help. They say I still have to pay. So far I have lost four days work over this matter with all kinds of trouble at work. I am a woman of 50 with a 12-year-old child to support. I need the little bit I make for living expenses.

This woman is caught like a mouse in a trap. The trap is the State credit laws—stacked on the side of the seller and the finance company.

She has no place to turn. She went, not only to the lawyers, but the better business bureau and the legal aid. "No one seems to be able to help me," she says.

Many times working people return partly-paid-for goods in the belief that this will square off the debt, or because the machine does not work, or because they really did not save money on food by having a freezer. They found they still have to pay the whole bill though they no longer have the goods.

Sometimes people signed contracts for lessons or gymnasium courses, and even though a health reason may require them to drop out, even though the gym or judo club closed up, they still had to pay for all the lessons plus the finance charge. The things that go on are really incredible.

Florence Rice, a New York antipoverty worker, tells about a woman who bought a TV set. It turned out to be for DC current. She had AC in her apartment. The seller refused to take it back. She threw it out. The seller simply threatened to get a garnishee. The woman now is paying off a total of \$516, at \$7 a week, even though she has nothing to show for it. Can you believe consumer peonage?