

goods that he wishes to buy, and will increase the financial stability of the individual low-income consumers.

Wage garnishments have become an overwhelming burden on the working class. Low income families are the ones who are continually exposed to wage garnishments and are also the ones who suffer the most when their take-home pay is reduced by even a few dollars. A worker who buys a \$66 set of kitchenware from a door-to-door salesman may find that his debt has skyrocketed to \$122 after a default. The new amount includes court costs, attorney's fees, and interest charges. He may also find that a crucial \$6 is being taken out of his \$60 gross weekly earnings to pay off the \$122.

The worker, burdened by a garnishment for a much greater amount than he had originally expected to pay on that debt, may be forced to default on the other time contracts he has made. Several more judgments are piled up against him, and each creditor waits his turn to garnishee the defaulter. The worker's employer, annoyed by the bother of extra bookkeeping, may discharge the worker, leaving him to join the anonymous mass of unemployed. No one will want to hire him, because no one wants the inconvenience of having an employee who has a wage garnishment against him. The debtor is entrapped in a modern form of debtor's prison!

Workers trapped in this situation have few paths open to them. Frequently, low income workers faced by the burden of garnishments find that the income they are able to take home from work is so meager that it is easier to stop working altogether, apply for public welfare, and leave the burden of debts behind. Unfortunately, the garnishments do not disappear when the worker goes on relief; they continue to collect interest and will be placed on his wages if he ever starts to work again. The prospect of having to encounter old debts serves as an incentive to remain on the relief rolls rather than to seek work.

The second escape to which the financially oppressed are driven is bankruptcy. More and more low income wage earners are learning that bankruptcy is an instrument that the government has provided to discharge debts which are overburdening. The poor people who use bankruptcy as a remedy usually owe relatively small amounts, but are under wage garnishees which take such a large proportion of their income that they can not afford to continue to support their families and pay their debts.

I believe a federal prohibition of wage garnishments would be an important step in the consumer protection of the poor. However, if wage garnishments are not entirely eliminated, the present law should be changed. The use of garnishment and the percentage of a debtor's income to be garnisheed in a given case should be at the discretion of the court. Once the percentage of income to be garnisheed is established, it should be subject to change at the discretion of the court. This type of individualized decision can take into consideration the needs of the individual debtor and his family. In this way the debtor will be able to support his family and gradually relieve his indebtedness.

Three reforms not included in this legislation should accompany the prohibition wage garnishments. In order to insure maximum protection to consumers who buy on installment sales contracts: 1) limitation of the number of co-signers, 2) prohibition of deficiency judgments after repossession, 3) removal of the ten day limit for the exercise of claims against the seller after notice of the assignment of the contract to a credit company has been made. Each of these three practices shares responsibility for the continuation of the precarious economic conditions of the poor.

A prevalent practice in low-income areas is for merchants to insist upon several co-signers for each installment contract. Each co-signer agrees to be personally responsible if the recipient of the goods defaults in payment of the contract. This practice is used by merchants as an alternative to investigating the consumer's ability to pay. The merchant does not have to find out if the contemplated purchase will overburden the buyer, because if the buyer defaults the merchant can bring an action against each of the co-signers in order to collect the outstanding balance. As long as wage garnishments are permitted the merchant will be able to garnishee the wages of each of the co-signers. This spurious practice of gaining security through signatures, rather than through investigation of the consumer's ability to pay, can be controlled if the number of co-signers is limited by law. If merchants give credit discretely, there should be no need to have more than two signatures on any installment contract; and