I am 23 years old and am the sole support of my three children. I work as a countergirl in a carry-out shop.

Like my neighbor Ida Bryant, I brought a television set from a furniture company and ended up being sued by a finance company for $248.00, after I had paid $231.00 on a set that was priced at $229.00. I want to tell your subcommittee about the facts of my case because I think it shows what can happen when a store goes all out to deceive a buyer. I believe we need legislation in this City to make it illegal for a seller to offer one kind of a deal and then turn around and try to collect on something that was never made known to the buyer in the beginning.

In September 1965 I heard an advertisement on the radio offering a ten-day free home demonstration for television sets with no payment for four months. I called the store the next morning and explained that I wanted a portable Philco TV. A couple days later a sixteen year old boy came out to deliver the television set. He showed me a paper and asked me to sign it. He said if you do not want to keep the set bring it back and he would refund a down-payment charge of $33.75. I asked why I had to pay $33.75 since the advertisement claimed that a buyer would get a ten-day free home demonstration. The boy said that the $33.00 was just a deposit or delivery charge. The paper which the delivery boy left appeared to be a contract but it was not completely filled in. Two days after the set was delivered I went to the store and asked for a filled in contract. The store refused to give me another contract and told me that everything I agreed to was already on my contract. The price of the set was listed at $229.00 with sixteen payments of $16.50 each. I was told nothing about any finance charges or to whom I would make my payments.

Several days later a payment book arrived in the mail from a finance company. This book had twenty-four payment slips each marked $16.50. I called the furniture company after getting this payment book and asked what the story was. I was told that the contract I had signed had been transferred to the finance company and that the furniture store would have nothing more to do with me. I started making my regular monthly payments. After five or six months I added up all the payments in the book and found that it would come to over $400.00. I decided to make only twelve payments which together with my downpayment would come to approximately $231.00. I thought that this would be enough since the contract said only $229.00. After I stopped making payments the finance company called me at home and at work. They told me to keep my payments up or they would come out and pick the set up. I told the man who called that the contract said only $229.00. I cannot tell you exactly what the man told me over the phone because I do not want to use profanity in front of a Senate Committee but essentially what he said was the hell with the contract, you owe me $400.00.

Several months later I received a summons on my job in which the finance company claimed that I owed them $248.00 plus 15 percent attorney's fee and court costs. Like Mrs. Bryant, I went to the Clerk's Office and was advised to file my own Answer. Later on I found out that I could get a lawyer at the Neighborhood Law Office. He filed a more detailed Answer for me and we are now waiting trial on the finance company's claim.

I hope that your bill will do something to protect people like myself. I honestly believed the advertisement which I heard on the radio. I know I signed a contract and I am willing to pay the amount set forth in that contract. Apparently, something went on behind the scene in my case because the finance company claims that I owe $400.00. I do not believe that sales companies should be able to get away with this. Also, I do not believe that finance companies should be able to claim that they have nothing to do with the television set but are merely collecting on a contract which I signed. I believe that most consumers are intelligent enough to be able to act on clear and honest information at the time they go into a store. When there are hidden charges and other extras, a person cannot make a good judgment about where to buy. It seems to me that the poorer a person is the more he has to pay to buy equipment for his home.

Senator TYDINGS. You may now proceed.

Mrs. CLARK. I was telling them about the case of a grandmother, and I stated that I wished that you could have been with us the day that we visited the home of the grandmother who had called and asked if we had a bed that we could give her. Her back had begun to give her trouble as the result of sleeping on the floor. As we entered