hundreds of years, which says that if you buy an item or goods from a merchant and sign a note and subsequently do not pay entirely in cash, say you pay $10 in cash, you must sign an I O U for the balance, then you owe $40 more, or a total of $50 for item. The merchant can then sell you an absolutely bad radio, which he knew has never worked and never will work, and is perhaps not even a radio. And if that merchant takes that I O U and sells it to a bank or to a finance company, that bank or finance company can collect the $40 from you, the consumer, and it makes no difference whether that radio was not even a radio or even worked. You have to pay that bank or that finance company the full $40 no matter how completely fraudulent the transaction was and is completely bad material, simply because of this old anachronism in the commercial law which protects absolutely the bank or the finance company and really tells the consumer to be damned. This is one of the areas that we are looking into now.

Mrs. CLARK. I have seen hundreds of cases where consumers have been talked into buying merchandise they did not need, could not afford, and did not want by overwhelming, high-pressure salesmen.

I was in a housing apartment, visiting a young mother who had asked for help. We had secured furniture and children's clothing for her. I was there working with her on budgeting her income.

The door bell rang, and when the young mother answered, a magazine salesman entered. Within 10 minutes, even though that mother did not have shoes for her children to wear, that salesman had talked her into buying magazines. Just before the contract was signed, I called the mother into the backroom, explained quickly the unbelievable high price she would be paying for the magazines, and suggested that she tell the salesman she had changed her mind and was not interested in the magazines.

The bills being considered here today would give that consumer a 3-day cooling off period in which to cancel a sales contract she was talked into through high-pressure salesmanship. The consumers need this protection.

Other parts of the bills which are very, very important to the consumers are:

(1) Require not only that sellers make clear to consumers and customers all interest and finance charges—in other words, uniform disclosure—but also regulate the amount of finance charges, credit insurance, and other charges which can be added to the purchase price;

(2) Give the homeowner a right to a hearing in court before the holder of a mortgage on his home can foreclose and sell the property; and

(3) Require that every retail sale arising from home solicitation must be accompanied by a notice-of-cancellation form. This is particularly important to the educationally deprived consumer since he seldom knows the name or the address of the company or the salesman which comes to his home and sells him merchandise.

The whole structure of the buyer-seller system is based on the premise that the buyer and the seller have equal bargaining knowledge and experience. This could not be further from the truth. The seller is a sophisticated, well-educated, experienced businessman. Often the