

Senator TYDINGS. Mr. Whitaker won't be here?

Miss HALLORAN. No.

Senator TYDINGS. We will incorporate his statement in the record.

Miss HALLORAN. I would like all those written statements to be submitted for the record.

Senator TYDINGS. Do we have Miss Mildred Howard's statement to go into the record?

Miss HALLORAN. Yes; please. There are a couple of anonymous statements that we would also like to go into the record. The authors of the statements did not want to disclose their names.

Senator TYDINGS. We will put in the hearing record at this point the statements of James Whitaker, Hattie Mae Williams, Mrs. Boone, and Mildred Howard.

(The statements referred to follow:)

STATEMENT OF JAMES WHITAKER

My name is James Whitaker and I live in the District of Columbia. I have a wife and five children of whom I am the sole support.

I began dealing with WT company, located on Seventh Street, N.W. in 1960. Over a period of five years, I signed twelve different contracts for various articles of furniture.

The articles I purchased ranged from a used washing machine to a stereo set and included two television sets—one replacing the other, beds, a living room set and bedroom furniture. Of all the articles of furniture I purchased, I saw only one of the television sets and a bedroom suite prior to their being delivered to my home. All of my contacts with the company were through the collector who came to my home about three or four times a month to obtain payments on previous contracts. He would merely ask me if I needed any furniture and if I said "yes" he would have a piece of furniture delivered without my prior selection as to type, color, etc. A few days later, he would come with the contract for me to sign.

I remember on one occasion I asked him to bring me a sofa. A few days later a used sectional sofa, which was spotted and stained, arrived. When I told the delivery man I did not want the soiled sofa, he told me he could not take it back to the truck and to see the collector. When the collector came with the contract, I told him I did not want the sofa, but he said "he would take care of me", which I assumed meant he would either charge me a lesser price than the \$200.00 I paid for it or bring me another sofa. He never did. On another occasion, I asked for a bedroom suite and the collector sent me a hollywood bed with broken legs. He again told me he would "take care of me".

I never received any copies of the contracts which I signed and which I later discovered had strange parts to them. I found out about these parts in the Spring of 1965 when after getting my balance down to \$200.00, I was talked into buying another television to replace the television they sold me for \$300.00 and had broken down. The collector brought a black and white Philco television to my home and charged me \$400.00. I got into financial difficulties and could not meet the payments. I, then, received a paper from the Court saying that the company wanted back all the furniture I purchased over a five-year period.

I took this paper to an attorney who explained that the contracts I signed had a pro rata provision so that I could never pay off any contract until all the contracts were paid. He later explained to me that some of the contracts which I once owed \$200.00 or \$300.00 on four or five years ago, I still owed a few dollars. He showed me a paper sent to him by the company where they figured all the percents which kept me from paying off any of my contracts. He showed me where I still owed \$.13 on the first contract (\$50.00 for dishes) which I signed five years before. This was true even though I paid about \$1,800.00 to the company over a period of five years.

Now the company wants back every article I purchased from them. I do not think I should have to give back more than the last purchases or two for which I have not paid.

My attorney also showed me that I was being cheated on the price of articles I purchased. For instance, he showed me a paper where the company admitted