

read a contract in the stores. They go to the stores to purchase merchandise, not credit. They wait until they get home. They read their contract then. But then it would be too late to cancel it.

Senator TYDINGS. You do not see any difference between the purchaser in the home, in the sale by the high-pressure salesman, and the purchaser who goes into a store and shops around and makes a purchase?

Mr. NASSAU. I think that there is, certainly, a distinction, but I think that the person who goes to the store goes to buy a washing machine or a sewing machine, he does not go to buy credit.

Senator TYDINGS. He knows what he wants to buy.

Mr. NASSAU. He knows that.

Senator TYDINGS. The housewife at home does not want to buy anything; she is minding her own business, and somebody comes in and pressures her into buying something. You do not see any difference?

Mr. NASSAU. I certainly see the difference, but I think that there is still an abuse that can take place in the store installment sale contracts where the terms might be onerous, where the person may not know what he has signed until he has had a chance to read it. I think we should take care of that situation.

Mr. UGORETZ. You have similarity between the two situations. In both cases, the contract generally is written up in technical legal form. In the store, as in the home, the salesman may and often does misrepresent what the contract says. The 24-hour or 48-hour cooling-off period would give the consumer, the customer, an opportunity to read over the contract and to find out exactly what he is getting and whether or not the salesman actually represented the truth.

Senator TYDINGS. And one customer took the merchandise home with her. Would you give every customer the right to take the merchandise home for 48 hours and then to decide that they do not want it and to return it?

Mr. UGORETZ. What I am thinking of in this situation is the heavier appliances and the more expensive items. I can see your point, and I would limit it to a maximum or a minimum amount. But, as I say, you have that same problem of misrepresentation which is what you want to eliminate.

Mr. NASSAU. The ADA endorses the establishment of a District of Columbia Department of Consumer Protection. We recommend that the Department be required to publish annual reports, in which would be listed the complaints and actions taken against merchants in the community. Such listing could, in itself, act as a deterrent to fraudulent practices.

In addition, we urge the creation of a consumer advisory council to be made up of representatives of citizens and organizations in the community to act as a vehicle for citizen concerns being brought to the Government apparatus. Heading up such a council would, we hope, be an official who would listen to, and seek the most effective solution to, consumer complaints.

We also recommend the establishment of a consumers' branch in the District of Columbia Court of General Sessions with summary proceedings so that consumers would have quick and effective methods of redressing their grievances.