

evidence in the proceeding before the Council, the court may order such additional evidence (and evidence in rebuttal thereof) to be taken before the Council and to be adduced upon the hearing, in such manner and upon such terms and conditions as to the court may seem proper. The Council may modify its findings as to the facts, or make new findings, by reason of the additional evidence so taken, and it shall file such modified or new findings, and its recommendation, if any, for the modification or setting aside of its original regulation, with the return of such additional evidence.

Upon the filing of the petition referred to in the second paragraph of this section, the court shall have jurisdiction to affirm the regulation, or to set it aside in whole or in part, temporarily or permanently. If the Council refuses to issue, amend, or repeal a regulation and such regulation is not in accordance with law, the court shall by its judgment order the Council to take action, with respect to such regulation, in accordance with law. The findings of the Council as to the facts, if supported by substantial evidence, shall be conclusive.

The judgment of the court affirming or setting aside, in whole or in part, any such regulation of the Council shall be final, subject to review by the United States Court of Appeals for the District of Columbia Circuit.

Any action instituted under this section shall survive notwithstanding any change in the persons occupying the offices of the Council, or any vacancy in such offices.

The remedies provided for in this subsection shall be in addition to and not in substitution for any other remedies provided by law."

Page 15, line 24: After the words "single document," add the words "or set of documents combined as one unit."

Page 16, line 7, line 10, line 17 and line 22: These lines contain requirements as to specific size of type "twelve-point extrabold type" etc. It is recommended that any specification as to size of type to be used in contract notices, etc. be left to regulation by the Council.

Page 17, lines 15-19: which provision requires that a seller, in his contract with buyer, should include a provision which advises the buyer to contact the D.C. Consumer Information Service or an attorney if he has any questions regarding the legal effect of the agreement. The appropriateness of this provision is seriously questioned and its deletion recommended.

Page 21, line 25: After the words "copy of the contract" add the words "and of compliance with the requirements of Sec. 3.105." The same language should also be added on page 22, line 5 after the word "contract" and on line 6 after the word "delivery" add the words "and such compliance with Sec. 3.105."

Page 22: Insert new section between lines 9 and 10 and immediately preceding existing Sec. 3.107 as follows:

"Sec. _____. MAIL OR TELEPHONE SALES—Any sale otherwise subject to the provisions of this chapter which has been negotiated or entered into by mail or telephone without personal solicitation by a salesman or other representative of the seller, where the seller's cash and deferred payment prices and other terms are clearly set forth in a catalog or other printed solicitation of business which is generally available to the public, shall not be subject to the requirements that a copy of the contract be signed by the buyer or be delivered to the buyer; provided, that the seller delivers to the buyer, before the date for the payment of the first installment, a memorandum of the purchase containing all of the essential elements of the agreement. The prohibition against blank spaces contained in Sec. _____ shall not apply to the buyer where a sale is negotiated or entered into by mail."

Page 23, lines 8-17: Substitute the following for existing Sec. 4.102:

"Sec. 4.102. NEGOTIABLE INSTRUMENTS PROHIBITED.—Notwithstanding sections 28:3-301 through 307 of the District of Columbia Code, in a retail installment transaction the seller may not take a negotiable promissory note or other negotiable instrument as evidence of the obligation of the buyer. If, as part of a retail installment transaction, a note is taken by the seller, such note shall refer to the installment agreement out of which it arises and, in the hands of any subsequent holder, such note shall be subject to all defenses which the buyer might have asserted against the seller."

Page 23, lines 24-25: Delete the word "substantial" from line 24 and on line 25 add the words "a substantial default in" in front of the word "performance."

Page 25, line 3: After the word "claim" delete "or" and substitute a "," for the word "or" and after the word "defense" add the words "or an express or implied warranty" so that line 3 should read "assignee, a claim, defense or an express or implied warranty arising out of the sale of." As a result of