

this addition to line 3, the entire lines 19 through 23 on page 25, consisting of subsection (H) should be deleted.

Page 27, lines 17-23: These lines should be modified to read as follows:
 "other statements or notices required by this Act, shall send to the buyer upon his written request a statement of account which shall list the following items designated as such:

"(a) the amounts of each of the payments made by him or on his behalf, or the sum of the payments made by him or on his behalf during each billing period, depending on the manner in which the seller or assignee maintains his records and setting forth any refund and any payment of charges for delinquencies, expenses of repossession and extension, to the date of the statement of account but not to exceed a period of three years prior to such request;"

Page 28, lines 11-14: Delete these four lines which are contained in Subsection (3).

Page 29, lines 20-21: Add the following paragraph which will be an addition to subsection (D) which begins on line 20:

"In the event of prepayment the seller, in any case, shall be entitled to retain a service charge of not less than Six Dollars (\$6.00)." (This is in conformity with Article 83, Section 153D(e) of the Maryland Code).

Page 31, line 19: Substitute "60" for the word "20."

Page 35, lines 9-20: Delete existing Sec. 6.105 and substitute the following:

"SEC. 6.105. LIMITATION ON REPOSSESSION EXPENSES.—Notwithstanding Sec. 28:9-504 of the District of Columbia Code, in cases of repossession of consumer goods which are serving as collateral, no debtor shall be liable for such amount of expenses, attorney's fees, and legal expenses arising out of the re-taking, holding, or resale of such goods as may exceed the amount realized from the sale of the collateral, nor shall any debtor be liable for any deficiency remaining after the disposition of the collateral in excess of the balance which, at the time of repossession of such collateral remained unpaid under a retail installment contract or open-end credit agreement, but nothing herein contained shall be construed to relieve the debtor of liability for reasonable costs accruing in connection with the collection of such unpaid balance."

Page 37, lines 13-16: Delete existing Sec. 7.102 and substitute the following:

"SEC. 7.102. PENALTIES—ERRORS.—Sec. 7.101 (A) or (B) shall not apply to any violation which a seller or assignee establishes by a preponderance of the evidence to be the result of a bona fide error. Any bookkeeping or clerical error and any unintentional failure (made in good faith) by the seller to comply with any provision of this Act may be corrected within ten (10) days after the seller or assignee notices such failure or is notified thereof in writing by the buyer and, if so corrected, neither the seller nor the assignee shall be subject to any penalty under this Act."

Page 37, lines 17-23: Delete existing Sec. 7.103 and substitute the following:

"SEC. 7.103. In addition to remedies specifically provided by this Act, if the court finds that a retail installment contract or refinancing or extension agreement violates this Act, it may give such further relief as it deems equitable and just."

Page 40, lines 6-12: which relate to the powers of the Commissioner to issue subpoenas and to compel the production of books, records, etc. Some qualifications or restrictions should be placed upon the broad authority to go on fishing expeditions, which restrictions might be in the nature of a requirement that such action be based upon a prior complaint or upon some initial information that a violation had in fact taken place. Accordingly, it is recommended that the words "provided that a prior complaint has been made or upon some initial information that a violation of the Act has taken place." be added after the word "Act" on line 12 and that the same language be added after the word "Act" on page 42, line 9.

Page 46, lines 5-8: which provide that reasonable attorneys' fees which result from actions brought by the "Director of the District of Columbia Department of Consumer Protection" be deposited in the Treasury of the United States to the credit of the District of Columbia. The appropriateness of the collection of such attorneys' fees when such attorneys would presumably be furnished by the District Government and already paid by taxpayers' funds is questioned. It is recommended that the words "and reasonable attorney's fees" be deleted from lines 5 and 6 of page 46 and the sentence "Such attorney's fees shall be deposited in the Treasury of the United States to the credit of the District of Columbia," be deleted from lines 6, 7 and 8 of page 46.