

Item #2

NORTH CAROLINA - A RESPONSIVE AND RESPONSIBLE LEGISLATURE

The idea of Consumer Protection is not new to either the General Assembly of this State or to its business community. The General Assembly, throughout the history of this State, has been in the forefront of States in enacting progressive legislation for the protection of the consumer and the business community.

In 1913 the General Assembly went on record as favoring a free marketplace when it enacted legislation which is still considered among the best in the nation prohibiting combinations in restraint of trade. There are many States which envy us our very simple, but effective, statute which provides that "Every contract, combination, in the form of trust or otherwise, or conspiracy in restraint of trade or commerce in the State of North Carolina is hereby declared to be illegal."

There are many States where a businessman who is illegally driven from the marketplace must take his cause to a federal regulatory agency or the United States Justice Department if he is to find relief. Frankly, that goes against my grain.

Examples of cases that have come to the attention of the consumer division:

Back in 1964 a man down east caught a 23-inch bass. As any prideful fisherman would do, he decided to have it mounted, and paid \$5.00 down to a firm for this purpose. He tried and tried to get his fish, of which he was so proud, but to no avail, nor could he get his \$5.00 back. Finally in desperation, he contacted our Consumer Protection Division in May of 1969.

We wrote a letter to the firm and in December, 1969, in time for Christmas - the perfect gift for his wife - the gentleman received his 23-inch bass.

Here is another typical complaint, and one that has probably happened to you.

Mrs. Doe sent her chair to be upholstered. When the chair was returned, nicely upholstered to be sure, the back was broken - it was a reclining chair, and the damage would not have been obvious until you started to recline and fell on the floor.

Mrs. Doe called, and called and called and wrote and wrote, and after hearing me speak in Charlotte about the work of the Consumer Division, she wrote us. We followed our usual procedure of writing the company that a complaint had been made. The company sent a man out for the chair, repaired it and Mr. Doe is now reclining.

And the sewing machine gimmick:

Mrs. Brown entered a contest and won a "cash prize."
But, the "cash prize" was good only toward the purchase
of a sewing machine. Mrs. Brown used her "prize" and
bought a sewing machine, paying the difference between
the prize and the sewing machine.

But the dealer, apparently not quite satisfied with
this transaction, billed Mrs. Brown for a \$10.00 balance.
Several inquiries from Mrs. Brown as to what the balance
covered did not bring any clarification, only bills.

At Mrs. Brown's request, we wrote a letter to the
company and asked for a breakdown on the account.
The sewing machine dealer decided that there was no
balance due - it was just a bookkeeping error. I still
think he was trying to get his "cash prize" back - if
there ever was a prize.

Probably the following case will sound familiar:

We received a complaint from an elderly lady in the Guilford County area that she had recently purchased a mobile home from a man who had since gone out of business, and she was having difficulty getting repairs made before the warranty expired. She had called several times; she had written several times with no results.

When she contacted the Consumer Protection Division, we simply wrote a letter to the manufacturer reminding him of his obligations and the repairs were made. We received the following letter from the complainant.

"...I wish to inform you that my trailer has been repaired to my satisfaction.

"I do wish to thank you so much for your help in this matter. May God bless you."