

Take time to read the warranties

Taking time to avoid mistakes during the holiday buying rush seems to be a luxury most consumers cannot afford.

"Consumer protection," said Attorney General Rufus Edmisten, "is a year-round business with us, but we can expect more complaints in December and January than at any other time."

"If people," Edmisten continued, "take time to read warranties and contracts or ask questions about refund and exchange policies before buying, it actually saves time, money and unhappiness."

A holiday checklist from the consumer protection section of the attorney general's office also includes credit buying, lay aways, mail ordering, fraud warnings and tips on holiday safety.

In addition, the agency reminds consumers that inquiries about sellers and about misleading advertising or deceptive trade practices may be made to a local Better Business Bureau or to: Consumer Protection, P. O. Box 629, Raleigh, N. C. 27602 (919) 733-7741.

WARRANTIES

The year-old Federal Warranty Act says fine print in product warranties is out and ordinary language is in.

Although companies are not required by law to give warranties, they are required to provide certain basic elements when they do issue warranties.

That is, all warranties must be easy to read and understand; must include all essential information in writing; must be readily available for shoppers to examine before buying.

There are two types of written warranties: "full" and "limited."

Full warranties mean the defective product will be repaired or replaced at no charge, including removal or re-installation if necessary. They entitle consumers to prompt and reasonable service, are good for anyone who owns the product during the warranty period and provide free replacement or full refund for a product that cannot be fixed.

While full warranties offer a lot of protection, they do not have to cover the whole product. They may leave out some parts, such as the tires on a car or the sound system of a television set.

A product can also carry a full warranty on some parts and a limited warranty on the rest.

Limited warranties give less than full warranties. For example, they may: cover only parts, not labor; allow pro-rated refunds; cover only the first purchaser; charge for handling.

Warranties are contracts. Read and compare them before buying, keep sales slips with warranties to prove date of purchase or original ownership, follow manufacturer's instructions for registering purchases (usually a postage-free

card). A free pamphlet explaining warranties is available from the Consumer Protection Section, N. C. Attorney General's Office, P. O. Box 629, Raleigh, N. C. 27602.

CONTRACTS

Contracts are formal, legal documents and most of them wouldn't win an award for clarity or brevity.

To avoid costly mistakes, consumers should know precisely what they are promising to do before signing any agreements. This may mean asking questions about terms or phrases not clearly understood. It may mean reading the contract at home, away from outside pressures.

Rushing into an agreement or signing a contract with blank spaces could result in serious problems later. Any changes agreed upon after signing should be initialed and dated, on all copies, by the consumer who should also keep a copy of the altered document.

Under North Carolina law, if an installment purchase is set up for more than four payments, the sales contract must be in writing and the buyer must sign it. The law also applies if finance charges are added to an installment agreement, regardless of the number of payments to be made.

Oral agreements made under any of these conditions must be put in writing. Most consumers are shocked to discover that oral agreements for purchases over \$500 are unenforceable. Therefore, it's wise to get them in writing to protect the buyer, as well as the seller, in the event of a dispute.

All contracts are business arrangements, whether for credit, cash purchases of goods or services, or warranty agreements to be entered into slowly, carefully and knowledgeably.

REFUNDS AND EXCHANGES

Refund and exchange policies vary from store to store and buyers should make sure they understand each store's policy beforehand.

All sales slips should be kept for proof of purchase.

Recipients should examine gifts immediately in order to avoid delays in returning items on which time limits have been imposed for exchanges or refunds.

CREDIT

Credit seems never to get on the Christmas shopping list but it should.

During this "mood" buying season, consumers consistently accept any terms that provide the means to get those special gifts for loved ones, faithfully promising themselves to worry about it later.

To avoid pitfalls and strains on the budget in the ensuing months, it's a good idea to let "credit" head the list of anticipated expenditures.

After determining how much will be needed is the time to decide how the credit will be sought (i. e., a lump sum cash loan, a bank credit card or a retail charge account.)

Before entering into any credit agreement, consider how much it's worth. Interest, finance charges, fees, etc. should be added to the principal dollars of the loan or charge account and this total should be evaluated in terms of the true value of what it will buy. An often overlooked important money factor is how long it will take to repay the debt.

LAY AWAYS

Lay away plans are a form of credit buying with certain differences.

When there is no contract obligating scheduled payments, the store usually keeps the "lay away" until it is paid in full. If there are no restrictions on refunds in the original agreement, buyers may rightly expect to get a prompt refund of any money paid toward the cash price of the lay away.

If the account is to be paid more than four installments and no refunds will be allowed on money paid toward the cash price of the item, then the law requires that the contract spell this out to the customer.

When a contract to pay in more than four installments includes a separate lay away charge, the store must tell the customer that the separate charge is considered a finance charge and then must disclose the annual percentage rate (APR).

MAIL ORDERING

Mail order firms are required under a Federal Trade Commission rule to ship merchandise within the stated time or within 30 days if no date is mentioned in their ads, catalogs or brochures.

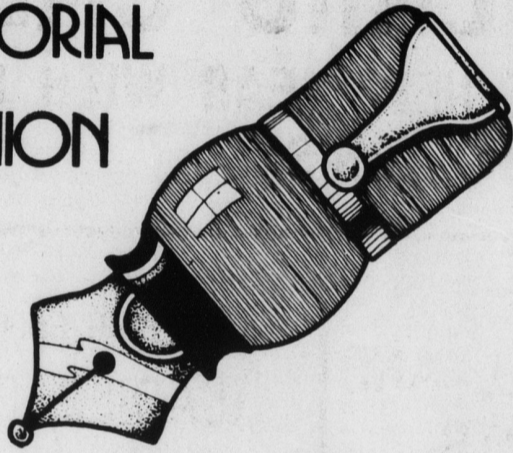
If a firm cannot fill the order or if the shipping date cannot be met, the buyer must be notified and must be provided with a cost-free means for reply, such as a postage-paid card.

For delays of 30 days or less, a customer has three options: cancel the order, agree to the new shipping date or not answer.

Not answering implies consent to the delay and cancelling the order calls for full refund within seven business days on cash purchases, one billing cycle for adjustments on credit accounts.

Shipping delays of 30 days or more, however, must be agreed to in writing by the customer. If not agreed to by the customer, the mail order firm is required to refund the buyer's money by the end of the first 30 days of the delay.

EDITORIAL OPINION



Speedometers creeping up

Little by little speedometers are creeping past the legal 55 miles per hour limit, according to the State Highway Patrol.

Col. John T. Jenkins, commander of the tar heel highway troops, is again instructing all units across the state to begin cracking down on speeders.

Capt. E. T. Green, commander of the unit covering Cleveland County, is reemphasizing that the 55 limit must be obeyed. He has urged motorists to voluntarily keep the legal limits as posted.

Local motorists may take the captain's "urging" as a gentle "warning" that those breaking the speed limit are being watched by the patrol and each trooper has his orders to stop speeders and cite them into court.

The 55-mph law, as the public service announcements indicate, "is a law we can live with." The statistics on increasing highway deaths due to excessive speeding clearly indicate that the law is being violated.

It appears that the driving public equates the 55 limit with the flow of fuel. When the public is warned that gas is being rationed because of short supply, then the drivers slow down. They obviously figure that driving 55 was designed solely to save on gasoline consumption. When there is no hint of a gas shortage, then the drivers suddenly develop heavy feet on the accelerators again.

True, driving 55 does help conserve gasoline, but more importantly it helps preserve life. When you're out of gas you can always walk. But when you're out of breath, you're out of it altogether. Of course the accidents always happen to the other guy, but to a stranger, you're the other guy.

A champagne bath

When Annette Smith and Bill Stilwell got married recently they spent their honeymoon at the Radison Hotel in Charlotte.

To toast their new venture they opened a bottle of champagne. When they were ready to leave the bath they still had almost a full bottle.

Annette's mom, Lois Smith of Bessemer City (editor of the Mirror-Herald's sister newspaper — The Bessemer City Record) said "they didn't want to leave the champagne behind, so Bill put the bottle inside a suit bag. As they passed through the lobby the cork popped out and some little old ladies having breakfast got soaked."

Lois said the management was upset, but the old ladies thought it was hilarious. "They told the newlyweds not to worry about it because they didn't know when they would ever again get the chance to take a bath in champagne."

On the way home the mischievous cork popped out of the bottle again and struck Annette in the chin.

"They tossed the bottle into the garbage once they got home," Lois said. "They figured that bottle was too dangerous to have around."

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How was Christmas around your house? It was pretty good at mine. One youngster got a 10-speed bike and the youngest got a tank con-



TOM MCINTYRE

taining two Gerbils. You know what Gerbils are. A cross between a squirrel and a rat.

Marla, she's the youngest, is one of those people who loves animals. The Gerbils were to sort of makeup for the hamster that died.

How am I to know hamsters are subject to sunstroke?

Anyway, Marla now has the Gerbils and she couldn't be happier than if she were to be suddenly sentenced to life at Disneyland.

The Gerbils are named Romeo and Juliette. That should give you a rough idea of the impending population explosion due to hit Poverty Heights soon.

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I took a vacation week leading up to the holidays in order to get my shopping done, the tree trimmed and like that.

And it never fails. Some little old lady will always be the one to wait on me when I'm shopping for presents for the wife.

This year the Mrs. hinted she would like one of those long, flowing robes and a gown she could wrap up in. I found the robe by myself, but the little old lady clerk insisted on showing me the gown selections.

"Now here's a pretty number," she said, holding up an expensive item that looked like what Rita Hayworth wore to seduce Stewart Stranger in "Salome."

"I'm not looking for sexy," I said. "I'm looking for warmth."

She blushed and so did I.

"I also want to look at some sizes seven pants," I said.

She blushed again. I bought the whole box sight unseen just to get outta there. Ahhh, those old Victorian hangups.

But Christmas morning the robe, the gown and the unmentionables all fit, so it wasn't a bad day's work.

The only problem I had with the new Water Pik. You know, one of those water squirting devices to clean your teeth.

The outfit contains an electric toothbrush, which I almost knocked my teeth out with before I learned to control it. It also has these little plastic tubes connected to a flexible hose. You pour water into the small holder on top and turn it on. But make sure you have the tube in your mouth at the time or you will get soaked.

It's also wise to read the directions first, too. I didn't. I almost drowned. But I had clean toenails as well as clean teeth when it was over.



Poet's Corner

IF WE SEEK HIM WE CAN FIND HIM
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I looked about for Jesus
In the midst of His birthday
To find Him in the center
Of every bright display;
I hear Him in the ring of laughter
See Him in glowing smiles.
Feel the wonder of His love
That draw sinners to reconcile.

I see His reflection in lighted trees
That set the dark spots aglow,
Trees cut down in their prime
The darkness to overthrow;
His handiwork in holly berries
Only He can make them red,

And His great love for beauty
That weaves the golden thread.

I see Him portrayed as charity
Around a festive table spread,
In the spirit of love He ministers
Red wine with living bread;
He expounds in the expectancy
That envelops the festive air,
With overwhelming joy to know
I sought and found Him here.

I see Him in the sparrow
That search for little seeds,
In every little token of love
And sacrificial deeds;
In every word of encouragement
In every note of cheer,
Lo the manger is now empty
Make haste to seek Him here.

VIVIAN STEWART BILTCLIFFE

The December politics



ED SMITH

The month of December has figured prominently in the affairs of this state's General Assembly, for in past times the legislature met during this period. In fact, what historians have called "the stormiest session in the history of the General Assembly" was held on Christmas Eve in 1834.

And as is so often the case, it was over a matter which scarcely concerned the average citizen of that day. At issue was no fight over taxes, budgets, roads or education. Instead, it was primarily an internal matter, concerning the legislators themselves. (Historically the loudest, bitterest fights in our legislature halls have overcome issues such as annual sessions, gubernatorial succession, etc.)

Until 1913 (and the passage of an amendment to the U. S. Constitution) the General Assembly in this state elected our two U. S. Senators. And having elected them, the legislature felt it had the right to tell those Senators how to vote on important issues.

The burning issue in 1834 was an effort by the Democrats in Congress to have a vote of censure against President Andrew Jackson removed from the records of the U. S. Senate. (Jackson had been censured by that body several years earlier for his actions in trying to destroy the Bank of the United States). One of North Carolina's U. S. Senators, Willie P. Mangum, a Whig, had voted in favor of that censure, and it was well understood that he would resign his seat rather than reverse that vote at this later date. Consequently, Whigs in the state's General Assembly — now outnumbered — fought bitterly to prevent Mangum from being "instructed" to do so by the state legislature.

For almost two months the legislature had wrangled over the matter, accomplishing little else. On Christmas Eve — long past the usual time of adjournment — the battle continued. Repeated motions by the Whigs to adjourn were voted down. Tempers frayed, and the language used by both sides in the debate became more rancorous than ever before in the legislative chambers.

Finally, the motion to instruct the state's two U. S. Senators to vote for removal of this blot from Jackson's reputation passed by a narrow margin. The weary legislature adjourned, and North Carolina's leading figure in Washington, Senator Mangum, had been given a long ride home for his Christmas present!

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Andrew Johnson, the Seventeenth President of the United States, was born in Raleigh, December 29, 1794.

Johnson was born in poverty, and grew up uneducated, a tailor's apprentice, until after he



fled this state and moved to Tennessee. His birth place, a tiny clapboard house which had been situated behind the inn where his parents worked, has been preserved, and though moved from its original location, still stands in Raleigh.

The controversy of the Reconstruction Period and Johnson's impeachment trial (on trumped-up political charges) has helped obscure the fact that he was a better President than earlier supposed. His narrow — one-vote — acquittal by the Senate, and his later return to that body as a Senator from Tennessee, represent a real triumph of the democratic process over political expediency.

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