

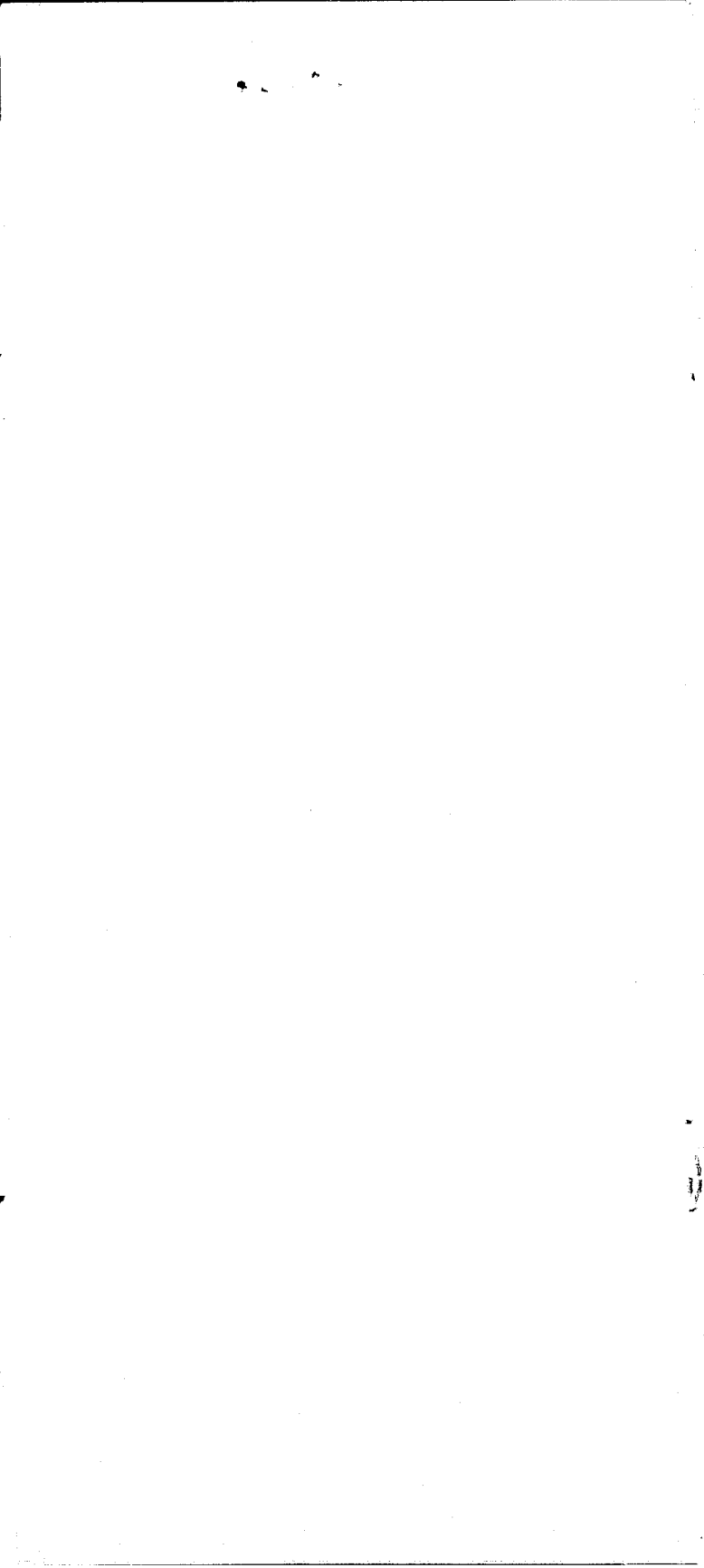
CONSUMER BEWARE
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**CONSUMER
BEWARE**

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CONSUMER BEWARE

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Carol Vance
strict attorney
orris county





CAROL S. VANCE

DISTRICT ATTORNEY
HARRIS COUNTY, TEXAS

MAR 5 1969

ACQUISITIONS

Fellow Consumers:

Many times, consumers feel that they have been wronged and need help. The office of the District Attorney has a Consumer Fraud Division especially established for the benefit of the consumer.

As a part of our program to aid the consumer, this pamphlet has been prepared. Here we suggest how you might protect yourself and which laws are available to assist you in the event of fraud. Remember, there is no substitute for the common sense approach to any business transaction. In the market place, you seldom if ever, get something for nothing.

Most businessmen are honest. Those who are not, generally promise too much or pressure the consumer into a quick purchase. The more educated the consumer about his rights and the reputation of the seller, the less likely the consumer is to be defrauded.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carol S. Vance".

CAROL S. VANCE
District Attorney
Harris County, Texas

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CONSUMER BEWARE

Prepared By
the office of the District Attorney
Consumer Fraud Division
221-5836

INTRODUCTION

We are all consumers and have certain rights as consumers. When we get stuck with a new toaster that burns instead of toasts and confront the store manager, who tells us that our warranty is invalid, we feel cheated. When we receive bills for products that we never bought and have to deal with a computer that merely adds on more finance charges and sends us letters threatening a law suit unless we pay, we know we are victims of fraud and need help.

In these cases the consumer has been a victim of unfair dealing. Unfortunately the consumer has even more to fear. Sometimes the consumer is the victim of a well thought out scheme to cheat or defraud. These schemes drain thousands of dollars from our community and prey upon everyone.

Knowledge of some of the most common frauds will help prevent your becoming a victim. For your information we have described the frauds which are reported to our office the most frequently.

Next, we have suggested ways to deal with fraud when you believe you are a victim. After trying to settle the matter on your own, we urge you to contact the Consumer Fraud Division of the Harris County District Attorney's Office. If the offense is premeditated or criminal in nature, we can begin prosecution, and if not, we can recommend civil remedies.

Finally, this booklet closes with a helpful list of local, state and federal agencies designed to protect the consumer.

PART I. SPECIFIC TYPES OF FRAUD

1. HOME IMPROVEMENTS

With costs of new housing going up daily, more and more people are turning to home remodeling. The home owner who decides to remodel is a prime target for home improvement fraud. Watch out for the remodeler that comes to your door with the story of having asphalt or roofing material left over from a job down the street. Although the price of the job may be tempting, the left-over materials involved are often poor quality or stolen goods. Also remember that most reputable remodelers don't need to solicit business door to door.

Be wary of the salesperson who tells you that *your* home has been selected to exhibit siding or some other product in your neighborhood. More often than not you will pay for more than you receive, and the value of your home will not be increased.

Free inspections are graciously provided by sales-

men to sell certain products—or to provide unneeded repairs. Don't be fooled. Deal with a reliable company or call the city inspector for a safety inspection. Termite fraud is also common. The termite inspector shows you termites supposedly taken from under your house and tells you that if you contract his services today, you will receive a discount. Often the so called inspector has brought along some token termites just for this purpose. All pest control operations are licensed by the State. Dealing with licensed inspectors should assure you that your pest control problems are properly handled.



KNOW THE PERSON YOU ARE DOING BUSINESS WITH. Demand identification from anyone "passing through" the neighborhood. Ask for references and check them out. Deal only with legitimate businesses.

GET IT IN WRITING. Be specific about improvements to be made in your contract. **SPELL IT OUT.** A clear contract, understood by both parties can be your best protection and can prevent any later misunderstandings.

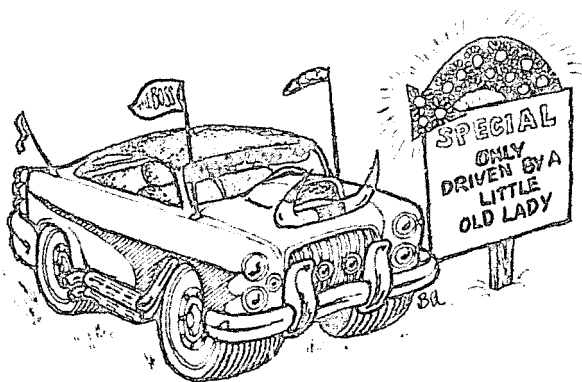
DON'T PAY IN ADVANCE. Far too often we receive complaint from a victim that has given a remodeler the whole fee in advance only to have the

remodeler skip town. Generally, the person should perform the work and then get paid. As an alternative, work out an agreement with the remodeler to have all funds put into an escrow account until all work is done.

2. BUYING THAT CAR, TRUCK OR MOBILE HOME

SHOP AROUND. You should be just as careful in buying your car as you would with any other purchase. Don't get pressured into buying. Compare prices, quality, and service records before committing yourself.

DEAL WITH RELIABLE DEALERS. That little lot on the corner may give you a good deal on your car today, but where will they be when you need service?



IF YOU DON'T KNOW A DEALER, KNOW A MECHANIC. Have a mechanic look at the car before you buy. Ask to test drive the car. If the dealer won't let you, think twice about buying.

TITLES. Demand a good title to any vehicle you purchase. Be sure that you have a valid State of Texas title and that the serial numbers on the title are the same as those on the vehicle. Check the mileage of the car. If it is unusually low for the year model, be suspicious. Make sure the salesman's title and odometer history of the vehicle agrees with that of previous owners. Remember that there are many stolen cars on the market. Should you purchase a stolen car, the owner can claim his car, and you will be out the purchase price. Also make sure that prompt delivery of title is included as a stipulation of your contract, and if there is a mortgage holder on the vehicle that they are notified of the sale.

CONTRACTS AND FINANCIAL AGREEMENTS. Make sure you understand the contract. If the salesman gives you multiple promises orally, get them

in writing. Make sure you understand your warranty arrangement. The salesman's promises of repair and service may be just promises if your contract does not include a warranty or has a "sold-as-is" clause.

Make certain you understand how you will pay for the car. If there is a difference in what you read in the contract and what the salesman tells you—WATCH OUT. Ask questions and don't get pressured into signing before you understand interest rates and what will happen if you should fall behind in payment.

3. BUSINESS OPPORTUNITY SCHEMES

WE WANT YOU. INVEST NOW. GET IN ON THE GROUND LEVEL OF THIS GREAT OPPORTUNITY, IT'S TRUE. WITH A SMALL INVESTMENT YOU CAN MAKE A MILLION.

With this promise, shady business promoters lure the enterprising individual into a "Better Mousetrap" investment scheme. The "Better Mousetrap" or product may vary, but the scheme usually results in the "Mark" or victim being separated from his money. There are many legitimate business investment plans, but it is always a wise idea to check any contract with your lawyer or financial advisor before signing. Remember that if it sounds too good to be true—it probably is. To help you identify the difference between an investment plan and an investment sham, we have detailed three common types of Business Opportunity Schemes.

Pyramid or Endless Chain Scheme:

In a typical endless chain referral scheme, you are promised money or free products if you will just supply the names of ten or twenty prospective buyers. You sign a contract, and when few, if any, of the "commissions" promised you for new buyers ever materialize, you wind up stuck with paying for a grossly overpriced product. Picture the originator of the scheme at the top of the pyramid supported by an ever-increasing base of new buyers. The money gets to the top but runs out as it filters back down to the expanding base.

Franchise and Distributorship Fraud

Pyramid schemes and other business opportunity schemes may make a fortune for the originator when "franchises" are sold and re-sold. Fred Jones is contacted by an acquaintance, Joseph Smith, who wishes to let him in on a "sure thing" investment. For an investment of a mere \$15,000, Jones could become the Area Director of XYZ Chemical Corporation which specializes in the sale of cleaning products. Jones would be required to purchase a minimum of 1,000 cases of

XYZ products and for each case sold, receive 14% markup. A 75% return on his investment is guaranteed to Jones. Smith receives a 10% bonus for successfully recruiting the unsuspecting Jones.

In reality, Jones either never receives the products, or receives substantially fewer than he paid for. The return figures are gross misrepresentations. Moreover, the corporation is ultimately revealed as insolvent, thereby making Jones' chances of recovering the initial \$15,000 very slim.

This same scheme is employed in many sales operations such as food distributorships, paint contracting and vending machine operations. The consumer may be exposed to the scheme either through an acquaintance, or by an advertisement, or through the newspaper.

Work at Home Schemes

This scheme preys on those who are seeking a way to supplement their income without leaving home. You buy parts and/or components from the promoter after qualifying through the payment of a registration fee. Then you assemble the units at home and sell the finished product back to the promoter. The "work agreement" usually stipulates that the finished product must meet the standards of the promoter. When you finish your product you find that either the product does not meet the promoter's high standards, or there is no market for your product, or that the promoter has pulled a fast one and "busted-out," that is, gone out of business, filed bankruptcy, and set up shop in another town. In any event, the at-home business man is left holding the bag.

When entering into a business investment plan, beware and keep the following in mind:

- I. About Company . . .
 1. How long has it been in existence . . .
 2. What is its potential growth . . .
 3. What are its assets and liabilities . . .
 4. What is the experience and background of management?
- II. About the Product(s) or Service(s) . . .
 1. Are these products or services available from other sources, and if so, at what prices . . .
 2. How does the quality compare with the competition and cost . . .
 3. What will be the acceptance of the products or services . . .
 4. Who will pay for promotion of the product or services . . .
 5. What restrictions, limitations, et al., does the franchising agreement impose?

III. About Yourself.

1. How much time can you devote to the venture ...
2. Can you compete in this field . . .
3. Do you have sufficient assets to handle day-to-day operating costs, and still have a reserve for contingencies . . .
4. How experienced are you in handling employee training and supervision . . .
5. Can you afford to lose your investment?

These are just a few of the questions which require answering. Play safe and have your lawyer check out the agreement while you are calling other franchise holders for the opportunity to examine their business records.

4. PERSONAL SERVICES

Dance and Health Studios

Common to all people is the need to feel attractive to the opposite sex. Hence, this powerful drive is played upon by con artists. Unethical dance studios, for instance, set their sights on widows, widowers and elderly people who are more likely to be lonesome for companionship. You are told that you can make new acquaintances, meet new friends, and become the life of the party by learning to dance. All these things will happen at weekly dance parties sponsored by the school for its patrons. You are given low cost "come on" lessons, then "tested" to determine your aptitude. Regardless of the results of the test, you are told you show so much promise that you qualify for a scholarship discount on the regular two year course. Needless to say, the tuition for the two year course is still sizeable. One woman "bought" this story so often, that she eventually spent over \$30,000 on dance lessons for which she would have to live to age 100 to receive!

Employment Opportunities

With the unemployment rate growing, jobs abroad and job agencies which find jobs are tempting to the person who is unemployed. During the Alaskan oil pipeline boom, word was spread that Alaska was the new land of opportunity—jobs were abundant and pay fantastic. Agencies guaranteeing jobs in Alaska sprang up overnight. The unemployed would sign a contract with the employment agency and give them \$450 for their services. Often the only service the agency gave was a listing of companies. Upon writing the companies the unemployed would find that the company was not hiring or that they did not even have operations in Alaska. Indeed Alaska was not the land of opportunity promised. The jobs that were available were first offered

to citizens.

If you are going to sign with an employment agency, make sure they offer employment and are not simply a "resume" service. Be sure you understand the terms of the contract if you sign one. If you are interested in employment in another state or abroad make sure you know the employment conditions before you go or sign a contract.

Trade and Technical Schools

Check out the validity of trade schools or correspondence courses before enrolling. This can be done by asking some knowledgeable person in the field. Under Texas law, trade schools must be licensed by the State Board of Education. Check with them before enrolling. Watch out for promises of huge earnings upon graduation.



Computer Dating and Social Clubs

Computer dating services are a spin-off of the tremendous advances that have been made in computer technology. The theory is cagey. You enroll (at a fee), fill out lengthy informational forms about yourself which is then transferred to key-punch form. Presumably, this material can then be fed into the computer, and your interests, age, education, background, and other key factors will match you with an enrollee of the opposite sex who will be a perfect companion for you, and willing to date you. Often, you are required to pay additional fees for each computer search that is made.

There is a built in problem in matching, based on the "egocentric predicament." Most people have a tendency to describe themselves as they would like to be . . . not as they are. No computer is better than the material fed into it as input. An industry saying is, "Garbage in, garbage out . . . good in, good out." Your ideal date could be a real dog! Be careful, too, to check how many members the service has, and where they are located. If the service accepts enrollments from the entire midwest, your ideal date could be a lady or gentleman living in Wyoming, Maine, or some equally distant place.

Also beware of social clubs that offer "contracted fun." The problem here is that if you become disenchanted with the Club you still must pay dues as stipulated in your contract. Once again—you should make sure before you sign.

Healers, Readers and Advisors

Having your palm read for a lark might be fun but beware of long-term involvement with Healers, Readers and Advisors. These schemes prey on those unfortunate ones with medical, emotional or financial problems. Often by the time the victim is in deep emotional and financial debt he is too embarrassed to ask for help and the healer may have skipped town.

Medical frauds may be perpetrated on those who are afflicted with incurable diseases such as arthritis or cancer. Contrary to the promise of some advertisements, there are probably no magic cure-alls. Millions of dollars are being spent on research to find cures for disease. Once a cure is found, it will not be advertised through a classified advertisement nor sold door to door. Check with your doctor first. If you are suspicious of a "cure" or a "healer," contact the Texas Board of Medical Examiners or the District Attorney's Office.

5. RENTAL & RENTAL DEPOSITS

Under current Texas law, when the tenant moves out, the landlord must either (1) return the deposit within thirty days after termination of the lease or (2) give the tenant a written and itemized explanation of why the deposit is being held. Failure to do so subjects the landlord to triple damages plus a \$100.00 fine.

Under another recent Texas law, only certain items can be held for non-payment of rent. Necessities such as food, clothes and certain items of furniture cannot be seized. The tenant cannot have his utilities cut off by the landlord for non-payment of rent if the tenant is paying for the utilities.

When renting items such as a TV set, know the actual total cost. It may be cheaper to buy. If you are given an

option to buy, read the contract. Some contracts give the lessor (businessman) the right to cancel the option to buy at any time. Such a contract can cause many months of rental payments to be lost if the seller cancels the contract before the option to buy can be exercised.

6. SALES AND SERVICES

Door to Door Sales

Under current law the buyer has the right to rescind a door to door sales contract up to three business days from midnight of the date of the agreement if the amount involved exceeds \$25.00. Know what product the salesman is selling and whom he represents. Door to door sales are generally an inefficient way to do business. Few companies can afford this luxury unless they can charge more for the product. There are many legitimate door to door salesmen, but our office receives many complaints of door to door salesmen who are using high pressure tactics or selling inferior goods. This is not to mention the number of frauds reported to this office as a result of door to door sales. Also, unless you really know the salesman, we would not recommend you giving information or even names of your neighbors to a stranger.

Unordered Merchandise

Sometimes unscrupulous businesses will send consumers unordered merchandise with the intention of tricking the innocent recipient into thinking that he must pay for the package. This is done by phony correspondence accompanying the goods or by harassing the recipient with bills and phone calls hoping to force payment. As a matter of law, unordered merchandise is a "gift" and need not be returned or paid for.

Contest Schemes

Contest winners are often chosen from mailing lists. On a mailing list of 1,000 people, for example, you may find one first-place winner and 999 second-place winners. Second prize is a "discount" price of \$150.00 on a \$200.00 object. In truth, you may find that the item can be bought at a local store at a lower price than the one offered to the second prize winner.

Charity Rackets

A young boy about ten years old knocked on a front door soliciting money for underprivileged children. When asked who the underprivileged children were, the youngster replied, "me and my brother."

There is no way of knowing how many other homes this youngster approached, or how many other people did not ask who the underprivileged children were.

Businessmen also fall prey to a similar racket. A telephone solicitor tells them that he is working for a local charity soliciting advertisements or contributions. The businessman is not told that in many cases up to 90% of the money collected is retained by the solicitor for "expenses." The charity gets 10%.

While the practice is not completely fraudulent, since the charity does receive some of the proceeds, the businessman gives money under the impression that he is really making a contribution, rather than donating money to a solicitor.

Know that the "charity" is legitimate and that it will receive your money--not the solicitor. Don't be afraid to ask for identification and for time to check the authenticity of the charity.

Service and Repair

"Lo-Balling" is a common fraud technique in this area. The business will offer a common service at a low price. Once the item, such as an automobile transmission, is in the shop and dismantled you are notified that a major repair job is necessary at a substantially higher cost to you. The way to avoid lo-balling is to deal only with reputable repairmen.

Mrs. C. W. faced a painful dilemma. When a lawn mower shop here advertised a free estimate for repairs, she hustled to the store with her ailing lawn mower. The repair estimate was \$57.00 and Mrs. C. W. declined the deal. She was then told that it would cost \$24.00 to get the mower "re-assembled."

Television and other appliance repair shops have become more prevalent as consumers purchase larger numbers of complex fixtures that require expert maintenance. When you call for any repair, ask if the estimate is free; get the estimate in writing, and ask if there is a delivery and pick-up fee, or a fee to re-assemble. If the object is repaired in the shop, ask for the parts removed and for an itemized list of parts replaced to guard against being charged for unnecessary parts or for parts not actually replaced. Again, there is no substitute for dealing with honest and reputable business people.

Bait and Switch

Bait and switch advertising is an insincere offer by a merchant. The merchant "baits" you into the store with what appears to be a bargain and then "switches" you to a higher priced product. The "switching" comes in many forms. The store may say it is sold out of that item or criticize the lower priced item.

This practice is even more serious in the repair field where the "bait" is an advertised \$50.00 special which may turn out to be a "switch" to a \$300.00 repair job.

7. ILLEGAL DEBT COLLECTION

Keep in mind that if you owe a company a debt, they have a right to use any and all reasonable efforts to collect. Our office is charged with the enforcement of the Texas Collection Practices Act. This Act forbids unreasonable collection practices. If you believe you are a victim of an illegal debt collection practice, consult with the District Attorney's Office. A violation of the act will subject the creditor to both civil and criminal penalties. With your cooperation and assistance, we can assure firm but fair enforcement of the law.

PART II. WHAT TO DO WHEN YOU ARE A VICTIM

I. WHAT YOU CAN DO

When you have a problem, go first to the businessman against whom you have the complaint. Make a reasonable attempt to work out the problem. Often there may be an honest mistake or misunderstanding that can be corrected. Don't hesitate to deal directly with the manager or owner of the business.

If your complaint concerns a large company, and you cannot locate the salesman, write or phone the company. Check the product instruction book or guarantee for the address. Also, the City Library has copies of *Standard and Poor's*, a business directory where you can find the address you need.

To complain, first give your name. Then tell your story briefly and factually. Remember to include dates, product descriptions, and the sales person's name with whom you dealt. Avoid the temptation to "tell them off." If it is a telephone conversation, make notes, and if it is a letter, be sure to keep a copy. Be sure to get the name of the person you are talking with and then give them a chance to explain. If you are not satisfied, contact the appropriate agency listed in the index of this publication.

SMALL CLAIMS COURT GENERAL INFORMATION

One of the most useful tools for the consumer who wishes to deal directly with his problem is the Small Claims Court, a part of the duties of the Justice of the Peace. These courts are set up to decide cases, *for recovery of money*, in amounts of \$150.00 or less. You may not sue in Small Claims Court for the first \$150.00 of a claim which is larger than that amount.

Note, however, if your claim is larger than \$150.00 and still smaller than \$200.00 you may file a general Justice Court civil suit, and still argue your own case without an attorney. You should know that in this type of suit, rules of procedure are somewhat more formalized and filing fees are slightly higher.

You must file suit in the Justice Precinct where the person whom you are suing resides. If you do not know where the proper Justice of the Peace is located, call the Justice of the Peace office in your precinct, tell them the problem, and they will be able to refer you to the proper Justice of the Peace. Please see page 14 for a listing of the Justices of the Peace in Harris County.

You do not need to hire an attorney to sue in Small Claims Court. Any person over 18 years of age can bring

suit. A minor can use the Court by having a parent, relative, or "next friend" over the age of 18 go with him to file the claim and later accompany him to trial.

Generally, the filing fee is \$7.00. It may be more, depending upon what circumstances exist. Someone in your local Justice of the Peace's office will be glad to answer any question you may have concerning Small Claim procedures.

It is important to remember that the Small Claims Court can only award a restitution or fine and cannot require a defendant to return, replace, or repair property, to do some act, or to refrain from doing some act.

If your attempts to deal with the business fail, you may have a civil action, a criminal action, or both, against the business.

When the defendant lives in a distant county, traveling to that county to file against him is often impractical. Instead, you can file a Justice Court Suit in your county and request Out of County Service. If the defendant files a Plea of Privilege, the matter will be moved to his county. If he does not file one, he must appear in your county or lose by default.

2. SERVICES OF THE HARRIS COUNTY DISTRICT ATTORNEY CONSUMER FRAUD DIVISION

If a law of the Texas Penal Code has been broken, then your District Attorney will try to help you and prosecute the case on behalf of the state of Texas. The Consumer Fraud Division of the Harris County District Attorney's Office was created for the purpose of hearing and recording complaints from citizens and acting upon those complaints. We are concerned with your problem.

Although we are not a collecting agency, very often restitution has been made due to the efforts of our Consumer Fraud Division. Since the District Attorney can only act if there is a possible violation of law, you should be familiar with the Texas Penal Code, Section 32.42(b) "Deceptive Business Practices."

Section 32.42(b)

- (b) A person commits an offense if in the course of business he intentionally, knowingly, recklessly, or with criminal negligence commits one or more of the following deceptive business practices:
- (1) using, selling, or possession for use or sale a false weight or measure, or any other device for falsely determining or recording any quality or quantity;
 - (2) selling less than the represented quantity of a

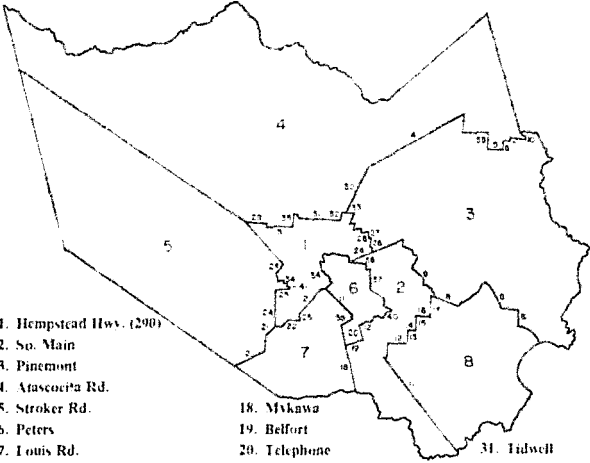
- property or service;
- (3) taking more than the represented quantity of property or service when as a buyer the actor furnishes the weight or measure;
 - (4) selling an adulterated or mislabeled commodity;
 - (5) passing off property or service as that of another;
 - (6) representing that a commodity is original or new if it is deteriorated, altered, rebuilt, reconditioned, reclaimed, used, or second-hand;
 - (7) representing that a commodity or service is of a particular style, grade, or model if it is of another;
 - (8) advertising property or service with intent:
 - (A) not to sell it as advertised, or
 - (B) not to supply reasonably expectable public demand, unless the advertising adequately discloses a time or quantity limit;
 - (9) representing the price of property or service falsely or in a way tending to mislead;
 - (10) making a materially false or misleading statement of fact concerning the reason for, existence of, or amount of a price or price reduction;
 - (11) conducting a deceptive sales contest; or
 - (12) making a materially false or misleading statement:
 - (A) in an advertisement for the purchase or sale of property or service; or
 - (B) otherwise in connection with the purchase or sale of property or service;
- (c) An offense under this section is a "Class A misdemeanor."

If the District Attorney's Office advises you that your problem is civil in nature, you should contact a private attorney who will initiate a civil action. Provision for this is made in Section 17.46 of the Texas Business and Commerce Code. Section 17.50 (b) (1) provides that in a suit filed under this section, the consumer may obtain three times the amount of actual damages plus court costs and attorney's fees.

3. JUSTICES OF THE PEACE HARRIS COUNTY, TEXAS—1977

- Pct. 1, Position 1—Hon. Kenneth Pacetti
301 San Jacinto, Houston 77002 221-5335
- Pct. 1, Position 2—Hon. Laurence H. Wayne
301 San Jacinto, Houston 77002 221-5125
- Pct. 2, Position 1—Hon. Edd Miller
109 E. Shaw, Pasadena 77506 221-5366
- Pct. 2, Position 2—Hon. D. F. Thompson, Jr.
109 E. Shaw, Pasadena 77506 221-5117

- Pct. 3, Position 1—Hon. Robert L. Smith
1229 Evanston, Houston 77015 453-5451
- Pct. 3, Position 2—Hon. N. O. Morrison
701 Baker, Baytown 77520 427-7449
- Pct. 4, Position 1—Hon. Shelly P. Hancock
211 W. Market, Tomball 77375 531-1631
- Pct. 4, Position 2—Hon. Albert Lee
122 West Main (P. O. Box 644)
Humble, Texas 77338 221-5130
- Pct. 5, Position 1—Hon. Paul Heath Till
6510 S. Rice Ave., Bellaire 77401 661-2276
- Pct. 5, Position 2—Hon. Tom Sullivan
101 Town & Country, Houston 77024... 461-5660
- Pct. 6, Position 1—Hon. Richard C. Vara
6001 Gulf Freeway, Houston 77023 923-2366
- Pct. 6, Position 2—Hon. Armando Rodriguez
1001 69th St., Houston 77011 921-6141
- Pct. 7, Position 1—Hon. Surrey E. Davis
4900 Fannin, Houston 77004 221-5356
- Pct. 7, Position 2—Hon. John W. Peavy
5733 Cullen Blvd., Houston 77021 221-5282
- Pct. 8, Position 1—Hon. Mike Driscoll
117 Ave. A, La Porte 77571 471-1510
- Pct. 8, Position 2—Hon. V. L. West
16603 Buccaneer, Clear Lake City 488-8780



- | | | |
|-------------------------|-------------------------|---------------------|
| 1. Hempstead Hwy. (290) | 18. Mvkawa | 31. Tidwell |
| 2. So. Main | 19. Belfort | 32. Jensen |
| 3. Pinemont | 20. Telephone | 33. Halls Bayou |
| 4. Atascocita Rd. | 21. So. Post Oak | 34. Buffalo Bayou |
| 5. Stroker Rd. | 22. Braes Bayou | 35. No. Shepherd |
| 6. Peters | 23. Fannin | 36. Wallisville Rd. |
| 7. Louis Rd. | 24. I. N. & O. Railroad | 37. McCarty |
| 8. Houston Ship Channel | 25. Westheimer | 38. Griggs Rd. |
| 9. Greens Bayou | 26. Kirkpatrick | 39. FM 2100 |
| 10. Crosby Eastgate Rd. | 27. Ley Rd. | 40. Sims Bayou |
| 11. Gulf Freeway | 28. Elbert | 41. Timber Lane |
| 12. Winkler | 29. Creekmont | |
| 13. So. Shaver | 30. Eastex Freeway | |
| 14. Southmore | | |
| 15. So. Tatar | | |
| 16. Hwy. 225 | | |
| 17. South St. | | |

**HARRIS COUNTY JUSTICE OF THE PEACE
PRECINCTS — 1977**

PART III. INDEX OF CONSUMER AGENCIES

LOCAL

1. **Carol S. Vance, District Attorney, Consumer Fraud Division;** 201 Fannin, Houston, Texas 77002; 221-5836
CONSUMER AREA: All consumer problems which violate criminal law.
2. **Fire Inspector,** 222-3271
CONSUMER AREA: Furnace safety inspections, fire hazard inspections.
3. **Better Business Bureau,** 1212 Main Street, Suite 560, Houston, Texas; Complaints: 654-1101, Information: 654-1122
CONSUMER AREA: Consumer and business relations.
4. **Texas State Board of Medical Examiners, Mrs. G. S. Durrenberger, Investigator,** P. O. Box 160, Westfield, Texas, 444-6330
CONSUMER AREA: Medical Fraud; Quackery.
5. **Houston Legal Foundation,** 609 Fannin, Houston, Texas 77002, 225-0321
CONSUMER AREA: Legal problems of low income consumers.
6. **Houston Apartment Association, Resident Division:** 7207 Regency Square Boulevard, Suite 220, Houston, Texas 77036, 783-0800; 783-6600.
7. **Mayors Citizen Action Center,** City Hall, Houston, Texas, 222-3601
CONSUMER AREA: City Services

STATE

1. **Texas Education Agency**
201 East 11th Street, Austin, Texas;
AC 512/475-3271
CONSUMER AREA: High School diploma plans; Correspondence schools; Vocational, Business and Trade schools.
2. **Attorney General's Office**
Consumer Protection Division, 204 West 16th Street, Austin, Texas; AC 512/475-3288; also Houston, Texas; AC 713/228-0701
CONSUMER AREA: All consumer problems; contracts; deceptions; frauds.

- 3. Department of Banking**
102 John Reagan Building, Austin, Texas;
AC 512/475-4451
CONSUMER AREA: Banking; credit.
- 4. Consumer Credit Commissioner**
P. O. Box 2107, Austin, Texas; AC 512/475-2111
CONSUMER AREA: Consumers loans; re-
tail transactions; deceptions.
- 5. Texas State Board of Hairdressers and
Cosmetologists**
1111 Rio Grande, Austin, Texas; AC 512/475-3304
CONSUMER AREA: Beauticians and Beauty
Colleges
- 6. Credit Union Department**
900 Congress Avenue, Suite D, Austin, Texas;
AC 512/475-2295
CONSUMER AREA: Credit Unions
- 7. State Board of Insurance**
State Insurance Building, 1110 San Jacinto,
Austin, Texas; AC 512/475-2444
CONSUMER AREA: All types of insurance;
information on insurance programs and
policies.
- 8. Savings and Loan Department**
1010 Lavaca, Austin, Texas; AC 512/478-9541
CONSUMER AREA: Savings, Savings and
Loan Institutions.
- 9. Welfare Department**
2201 Post Road, Austin, Texas; AC 512/444-0511
CONSUMER AREA: Adoption; aging serv-
ices; blind; child welfare; commodity distribu-
tion; legal services; mental health; public
assistance.
- 10. Veterans' Affairs Commission**
Normandie Arms Building, 108 W. 15th Street,
4th Floor, Austin, Texas; AC 512/475-4185
CONSUMER AREA: GI Bill—Approved
schools; correspondence schools; trade
schools.
- 11. Texas Motor Vehicle Commission**
P. O. Box 1325, Austin, Texas; AC 512/475-6141
CONSUMER AREA: Licenses, automobile
dealers
- 12. Department of Agriculture**
Consumer Services Division, John H. Reagan
Building, Austin, Texas; AC 512/475-3050

CONSUMER AREA: Tests all consumer weighing devices and spot checks food items to make sure the price-weight conforms to actual weight; receives and acts on complaints.

NATIONAL

1. Administration on Aging

U.S. Department HEW; Washington, D.C. 20201
CONSUMER AREA: Problems of the Aged; homemaker services; housing; legal problems; pensions; Serves as Fed. Gov. "clearinghouse" for all matters of concern to older people

2. Agricultural Research Service

U.S. Dept. of Agriculture; Washington, D.C. 20250
CONSUMER AREA: Agriculture; budgets; children; clothing; family living; food; home economics; homemaking; housing.
Offers informative pamphlets free or for small charge on variety of subjects. Pamphlets can be obtained from County Agents. (also see Fed. Extension Service)

3. Bureau of Family Services

Department of HEW; Washington, D.C. 20201
CONSUMER AREA: Aged; blind; child care; disabled; financial counseling; homemaking; home management; marital counseling; medical programs; mental illness
Provides information and aid to states for needy persons — can help eligible persons obtain aid — provides free counseling

4. Bureau of Narcotics and Dangerous Drugs

U.S. Dept. of Justice; Washington, D.C. 20537
CONSUMER AREA: Dangerous Drugs — Amphetamines; Barbiturates; LSD; Narcotics
Publishes consumer information booklets on drugs and how they affect people

5. Children's Bureau

Department of HEW; Washington, D.C. 20201
CONSUMER AREA: Child care; clinics; crippled children; day care; maternal care.
Provides assistance to states for maternal care, child health, low income children, clinics, day care

6. Consumer and Marketing Service

U.S. Dept. of Agriculture; Washington D.C. 20250
CONSUMER AREA: Farm products; food grades; food information; food stamps; meat inspection.

Inspects meat in interstate commerce for wholesomeness—provides food grading system —safeguards fair competition in farm-products —provides money for free school meals programs — supplies food stamps — publishes bulletins on farm produce

7. Consumer Protection &

Environmental Health Services

U.S. Department of HEW; Washington, D.C. 20204

CONSUMER AREA: Environmental health; pollution; safety.

Provides information on pollution — some product safety—deals with consumer problems.

8. Consumer Services

U.S. Dept. of Agriculture; Washington, D.C. 20025

CONSUMER AREA: Consumer goods; information; services

Furnishes information about consumer goods and services to all people.

9. Federal Communications Commission

Washington, D.C. 20554

CONSUMER AREA: Radio, telegraph; telephone; television

Regulates and licenses all communication industries including radio, telephone, telegraph, and television—handles consumer complaints and recommendations

10. Federal Extension Service

Department of Agriculture; Washington, D.C. 20250; (Also in phone book under USDA-County Agent)

CONSUMER AREA: Agriculture, appliances; children; family living; farming; food; home economics; money management; nutrition; textiles; clothing.

Provides out-of-school education and information on homemaking, home economics, farming, agriculture and all related areas (Also see Agriculture Research Service)

11. Federal Housing Administration

Washington, D.C. 20410

CONSUMER AREA: Housing — Construction; Design; Mortgages

Insures mortgages so that homes may be purchased or improved by eligible persons—deals with consumer complaints where houses being built do not meet specifications.

12. Federal Trade Commission

6th and Pennsylvania Ave. S.W.; Washington, D.C.;
AC 202 962-5664; also Dallas Regional Office; 500
South Ervay Street; Dallas, Texas 75201; AC 214/
749-3057

CONSUMER AREA: Advertising; deception;
fraud; guarantees; monopolies; packaging.

Prevents false and deceptive advertising, sale of
dangerous products, misbranding, restraint of
trade—investigates consumer complaints related
to the above areas—Interstate transactions only.

13. Food and Drug Administration

200 C Street S.W.; Washington, D.C. 20204; also
515 Rusk; Houston, Texas 77002; 226-4397

CONSUMER AREA: Cosmetics; drugs;
foods; Safety in above.

Handles consumer protection in marketing of
drugs, foods, cosmetics, potentially hazardous
consumer products—handles consumer complaints
on impurities.

14. National Traffic Safety Agency and National Highway Safety Agency

Washington, D.C. 20423

CONSUMER AREA: Auto safety; highway
safety; traffic pattern safety.

Sets standards for traffic safety, auto safety,
highway safety.

15. Office of Economic Opportunity

1200 19th Street N.W.; Washington, D.C. 20506

CONSUMER AREA: Auto purchasing; contracts;
consumer education; credit; discrimination;
family counseling; food buying; furniture
buying; household appliances; job discrimination;
legal aid; shopping guide; TV purchasing.
Helps low income, disadvantaged to stay out of
poverty or to get out of it.

16. Office of Consumer Affairs

U.S. Department of HEW; Washington, D.C. 20201

CONSUMER AREA: Consumer rights; drugs;
foods.

Actively seeks consumer participation in
developing a Food and Drug Administration
program to respond to consumer needs and rights.

17. U.S. Postal Service

Washington, D.C. 20260

CONSUMER AREA: Mail fraud; obscene
mail.

18. Securities Exchange Commission

Washington, D.C. 20549

CONSUMER AREA: Bonds; stocks.

Protects consumers by regulating the issuance and trading of stocks and bonds—publishes consumer information pamphlets.

19. Social Security Administration

6401 Security Blvd.; Baltimore, Maryland 21235

CONSUMER AREA: Benefits for blind; dependent families of deceased workers; disabled; educational fund for children of disabled or deceased workers; families of disabled workers; retired workers.

Provides insurance for persons and their families in old age and in disability or after death.

20. Superintendent of Documents

U.S. Govt. Printing Office; Washington, D.C. 20402

CONSUMER AREA: Consumer bibliography; documents; mailing list of government publications; pamphlets; public information.

Provides low cost, information publications for public—circulates free mailing list.

21. Women's Bureau

U.S. Dept. of Labor; Washington, D.C. 20210; also Room 320, Mayflower Bldg.; 411 No. Akard Street; Dallas, Texas 75201

CONSUMER AREA: Working women.

Publishes information on working women—deals with the problems of women workers.



END