

Any editor gets letters. Sometimes lots of letters, sometimes just a few, but it always goes along with the job of editor no matter what the periodical. The good news is that only a small percentage of them is likely to be from a disgruntled patron of one's advertisers. This testifies that most businessmen and advertisers are honest and above-board. The bad news is that the number of complaints coming into the *Mustang Times* post office box is on the upswing. This leaves us with mixed feelings: we definitely want to hear from members if they have bad experiences with *Mustang Times*' advertisers, but we hate to think that the incidence of such experiences is increasing.

What can we do to help you if your check is cashed and no merchandise ever graces the dim recess of your mailbox? Very little, apart from refusing the vendor concerned the right to advertise in the *Mustang Times*. Occasionally we will write a letter or make a call if we think it will do any good. In most cases, the complainant will have already taken these courses to their limits. If the vendor is a member of the Mustang Club of America, petition can be made to the board of directors for expulsion, but this still may not succeed in getting your money back.

Let us take one member's travails as an example. On June 24, 1981, he placed an order for two books from XYZ Mustang in the mail. On July 18th, he received one of the books with a note stating that the other was on "backorder." On July 20th, this member called the vendor wishing to know the status of his order. Nothing could be promised so the customer cancelled his order and three weeks later still had not received his refund check. XYZ Mustang had been a prolific advertiser for months before this

member's very unsatisfactory experience with the company.

We don't really think that XYZ Mustang intended to cheat our furious member out of his money. We believe, rather, that XYZ just didn't have the book on hand and didn't feel like making a special order to get it from his wholesale distributor. Perhaps the distributor held it up on his end, but this is all supposition. The important fact is that the vendor is opening himself to some very serious trouble with the Federal Trade Commission.

The particular Trade Regulation Rule applicable became effective on February 2, 1981, and is known as the Mail Order Merchandise Rule. Any breach of this rule can result in a civil suit to recover penalties of up to \$10,000 per violation. This TRR does not apply in C.O.D. situations nor does it cover services. It does apply to sellers dealing in mail order goods who are unable to ship within specified times or within 30 days of receiving the order. If a seller is unable to ship with the time specified in his ad or within 30 days, he is required to send the buyer a notice offering him the option to cancel or to consent to the delay. If the backorder situation is expected to last over 30 days more or if the seller cannot specify just when the shipment can be made, the order must be deemed cancelled automatically. If the buyer cancels the order, the seller is required to refund the buyer's monies within seven working days, or, if a credit sale, within one billing cycle.

What worries us is that few vendors seem to be aware that these laws are on the books. We'd agree that they are not evoked in every small incident that occurs, even if the FTC is notified. But to ignore them is folly, for the cost of compliance is small compared to the

cost of the one action a vendor could be unlucky enough to warrant.

What should you do when dealing through the mails? You should photocopy all order forms and clearly indicate when the orders were placed. Keep all cancelled checks or money orders and by all means do not send cash through the mail. Keep a copy of any advertisements relied upon and copies of all correspondence that you have with the vendor regarding shipment of your order. It is not a good idea to make telephone calls of complaint to the vendor unless you record them! And that's a whole new ball game so far as rules and regulations are concerned. It's far better to confine your communications to the mails.

If you feel that a particular seller has taken advantage of you by not complying with the Mail Order Merchandise Rule, send your supporting documentation along with a cover letter clearly stating the facts of your case to the Federal Trade Commission Regional Office for your area. The FTC will forward your complaints to the U.S. Postal Service, but is a good idea to contact your local Postal Inspector, too.

In just about all things dealing with goods and money, the overriding principle is that old Latin phrase, "Caveat Emptor," — "Let the Buyer Beware." It holds as true for Mustang parts vendors as for anyone else, in spite of our hope that the camaraderie of the hobby would reduce its necessity to infinitesimally small amounts. To our eye, the very vast majority of Mustang part sellers are honest, hard-working, and helpful people in the business to help their hobby and to make a small profit so doing. Just watch out for those few horse thieves among us! And take the proper action when you do have the misfortune of meeting one.