

avoided and discussion could be simply in terms of "the cost of money". However, a committee member expressed apprehension that to do this could further confuse the constitutional issue.

A summary of Mr. Irwin's expert opinion follows:

"1. It is mathematically possible to determine a rate % on all loan situations by use of:

—actuarial methods

—arithmetic methods

2. Practically, it would be an intolerable administrative burden to use the above methods from first principles to determine rates on individual contracts, but rates may be readily determined for an individual contract by development of tables of universal application to all contracts of a specific lending classification (with the exception of cycle credit accounts which are subject to special circumstances).

3. Disclosure requirements should be of universal application and the basic methods of calculating rates should be determined for each classification of loan contract.

4. Use of tables would not appear to add a significant administrative burden insofar as tables are presently used, extensively, to determine finance charges.

However, practical considerations suggest that the tables should permit a measure of tolerance when applied to a particular contract. A degree of accuracy of one-eighth of 1% has been suggested but this could be further refined.

5. A common language of expression and common criteria of measurement could be sought so that rates would be comparable. Pursuant thereto it would appear necessary that all elements of the cost of borrowing in all contracts must be included in the calculations.

In the case of blended payment contracts all payments should be nearly equal (say within a variation of 10% from the average).

6. Cycle credit accounts may have to be considered separately. If the buyer (borrower) retains the initiative the lender may have to be permitted some tolerance in regard to disclosure of the effective rate applicable from day to day. Compliance with rate disclosure might be confined to declaration and imposition of a monthly and/or annual rate % on the current balance or average balance.

7. Disclosure of rate % may be in addition to, not in substitution for, disclosure in dollars thereby providing for common language and measurement without disturbing possible borrower preferences."

Dr. Ziegel's brief contributed a good deal of the historical and background information used and acknowledged elsewhere in this report.

He points out that two American economists, Nugent and Henderson, predicted more than 30 years ago that, "As in the small loans field, society will probably begin by restricting the use of certain credit instruments and end by finding complete supervision necessary." A survey of the situation today "shows that their prophecy was substantially correct, not only for the United States, but also for other countries." Generally speaking, the initial concern is to protect the buyer's or hirer's equity. Then comes prohibition or regulation of unfair contractual clauses, especially those relating to warranties and condi-