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**PRACTITIONER'S GUIDE TO THE OKLAHOMA UNIFORM CONSUMER CREDIT CODE.** By Frederick H. Miller, Alvin C. Harrell, Warren L. Wright, James A. McCaffrey & Joseph K. Heselton. Austin, Texas: Butterworth Legal Publishers. 1990. **Administrative Interpretations of the Uniform Consumer Credit Code.** Compiled by Frederick H. Miller. Austin, Texas: Butterworth Legal Publishers. 1989.

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## BOOK REVIEW

**PRACTITIONER'S GUIDE TO THE OKLAHOMA UNIFORM CONSUMER CREDIT CODE.** By Frederick H. Miller, Alvin C. Harrell, Warren L. Wright, James A. McCaffrey & Joseph K. Heselton. Austin, Texas: Butterworth Legal Publishers. 1990.

**ADMINISTRATIVE INTERPRETATIONS OF THE UNIFORM CONSUMER CREDIT CODE.** Compiled by Frederick H. Miller. Austin, Texas: Butterworth Legal Publishers. 1989.

*Reviewed by Dee Pridgen\**

Any lawyer dealing with consumer credit law in one of the eleven Uniform Consumer Credit Code (UCCC) states<sup>1</sup> will find these two volumes to be a valuable resource. The *Practitioner's Guide to the Oklahoma Uniform Consumer Credit Code* (hereafter *Guide* or *Oklahoma Guide*) contains information useful to the interpretation and application of the UCCC in any state. The *Administrative Interpretations of the Uniform Consumer Credit Code* (hereafter *Administrative Interpretations*) contains important primary research documents that have not previously been available in published form. Together these two volumes will be essential references for any research on the UCCC.

The basic legislation discussed in these two books, the Uniform Consumer Credit Code, covers a wide range of issues, including rate ceilings (or usury laws) for consumer credit, disclosure of credit terms (comparable to the federal Truth in Lending Act), regulation of credit practices, licensing of small lenders, credit insurance, and creditors' remedies. The Code was originally proposed in 1968 by the National Conference of Commissioners on Uniform State Laws to provide a comprehensive, modern and uniform structure of regulation that would replace the then existing helter-skelter array of state consumer credit laws.<sup>2</sup> The hope was that the UCCC would be to consumer credit what the Uniform Commercial Code has been to commercial transactions, i.e., a uniform law that would allow precedents from one state to have applicability across state lines.

Unfortunately, this dream was not fulfilled. Only six

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1. Colorado, Idaho, Indiana, Iowa, Kansas, Maine, Oklahoma, South Carolina, Utah, Wisconsin and Wyoming.

2. U.C.C.C. (1974) (Prefatory Note).

states—Colorado, Idaho, Indiana, Oklahoma, Utah and Wyoming—had adopted the 1968 version by 1971. The UCCC was criticized by consumer groups who felt the Code did not go far enough to protect consumers from overreaching by creditors. The National Consumer Law Center drafted a counterproposal which became known as the National Consumer Act and later the Model Consumer Credit Act (MCCA). Some elements of the MCCA are included in UCCC versions enacted in some states, namely Wisconsin, Iowa, Maine and South Carolina. The Commissioners on Uniform State Laws also proposed a substantially revised version of the UCCC in 1974, elements of which were also incorporated by some states, namely Kansas, Iowa and Maine. Thus, the UCCC is not exactly uniform, with significant variations among the eleven states that have enacted it.

The UCCC contains both interest rate ceilings for consumer credit and a disclosure approach to consumer credit regulation. The UCCC's disclosure elements mirror the federal Truth in Lending Act,<sup>3</sup> adopted in 1968. The federal law stops with disclosure, however, and does not attempt to regulate the price of consumer credit. The Truth in Lending Act is based on the theory that better informed consumers who can comparison shop for credit will promote a smoother functioning market for consumer credit, forcing creditors to offer competitive rates and thus eliminate the need for rate regulation.<sup>4</sup>

The advent of federal consumer credit legislation in the 1960's and 1970's<sup>5</sup> could have meant the end of proposed state law reforms such as the UCCC had Congress chosen to preempt concurrent state laws. However, a cornerstone of the federal consumer credit laws was a flexible approach to existing state regulation. Congress did not enact an exclusive federal law of consumer credit, but instead chose to leave intact state laws that were not "inconsistent" with the federal law.<sup>6</sup> Thus, the state law provisions of the UCCC (or their equivalents in other states) are applicable concurrently with federal provisions. While some have deplored the uncertainty that has resulted from this partial preemption approach,<sup>7</sup> the fact remains that practitioners ad-

3. Truth In Lending Act, 15 U.S.C. § 1601(a) (1988).

4. H.R. REP. No. 1040, 90th Cong., 2d Sess. 15, *reprinted in* 1968 U.S. CODE CONG. & ADMIN. NEWS 1963.

5. *See generally* Truth in Lending Act, enacted as Title I of the Consumer Credit Protection Act, Pub. L. 90-321, 82 Stat. 146 (1968); Fair Credit Reporting Act, Pub. L. No. 91-508, 84 Stat. 1114 (1970); Equal Credit Opportunity Act, Pub. L. No. 93-495, 88 Stat. 1521 (1974), *amended by* Pub. L. No. 94-239, 90 Stat. 251 (1976); Fair Credit Billing Act, Pub. L. No. 93-495, § 301, 88 Stat. 1511 (1974); Fair Debt Collection Practices Act, Pub. L. No. 95-109, 91 Stat. 874 (1977); and the Electronic Fund Transfer Act, Pub. L. No. 95-630, 92 Stat. 37, 28 (1978).

6. *See, e.g.,* Truth in Lending Act, 15 U.S.C. § 1610 (1988); Fair Credit Reporting Act, 15 U.S.C. § 1681t (1988); Equal Credit Opportunity Act, 15 U.S.C. § 1691d(f) (1988); Fair Debt Collection Practices Act, 15 U.S.C. § 1692n (1988); Electronic Fund Transfer Act, 15 U.S.C. § 1693q (1988).

7. *See, e.g.,* Leonard & Tidwell, *Consumer Credit Regulation: Is Federal Preemption Necessary?*, 35 Bus. LAW. 1291 (1980).

vising either creditors or consumers must be aware of both the applicable federal and state laws such as the UCCC.

Given the need to be familiar with both federal and state law, the *Oklahoma Guide* should be a valuable resource to attorneys in any UCCC state. Oklahoma was one of the first states to enact the UCCC, and the case law interpreting its various provisions is probably more extensive there than in many other states. And while one may have wished that the authors of the *Oklahoma Guide* could have broadened their horizons to provide more direct guidance to UCCC practitioners in other states, it would have been somewhat difficult to do so, given the variations in the individual state enactments noted above. Nonetheless, the topics covered in this book track the basic structure of the UCCC and the precedents discussed cut across state lines.<sup>8</sup> Thus, a practitioner in another state will find much valuable information here and will only need to compare his or her state's version of the UCCC to ensure that there is no significant variation from the Oklahoma law on the particular section at issue. And, of course, Oklahoma attorneys or those researching Oklahoma law will find a gold mine of information in this volume.

The *Oklahoma Guide* provides a comprehensive look at all aspects of the Oklahoma UCCC, including its scope, disclosure provisions, limitations on agreements and practices, rates and charges, insurance, home solicitation sales, administrative enforcement, consumer remedies and criminal sanctions, and special situations such as loan brokers, pawnshops, and rental-purchase transactions. The corresponding provisions of the federal consumer credit laws are integrated into the discussion of these UCCC sections. Given the parallel existence of these two levels of regulation, this type of approach is truly essential to any coherent presentation of consumer credit law. In this respect, the *Oklahoma Guide* stands out from much of the consumer credit literature, most of which deals solely with the federal law.<sup>9</sup> Also, the *Guide* contains very helpful cross-references to state administrators' interpretations from all the UCCC states, which are collected in the companion *Administrative Interpretations* volume to be discussed below.

Many chapters of the *Guide* include forms that can be used by creditors in complying with the UCCC provisions, a very crucial element of any "practitioner's" reference book. However, this reviewer believes it would have been useful to identify the source of these

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8. One of the declared purposes of the UCCC is to make the law "uniform" across the states. See U.C.C.C. § 1.102(g). The authors focus on Oklahoma precedent, but cases from other states, as well as federal cases, are also discussed.

9. E.g., AMERICAN BAR ASSOC., YOUNG LAWYERS DIV., FEDERAL REGULATION OF CREDIT (1981); R. BRANDEL, J. TERRACIANO & B. ABBOTT, TRUTH IN LENDING: A COMPREHENSIVE GUIDE (1985, updated through 1989); R. CLONTZ, TRUTH IN LENDING MANUAL (5th ed. 1982); NATIONAL CONSUMER LAW CENTER, TRUTH IN LENDING (2d ed. 1989); R. ROHNER, THE LAW OF TRUTH IN LENDING (1984).

forms. For instance, many of the forms relating to the disclosure provisions are taken directly from the Federal Reserve Board's (FRB) model forms. The imprimatur of the FRB lends a certain amount of authority to the use of these forms, but the authors do not specifically label them as FRB forms.

Some of the history of the UCCC is capsulized in the first chapter of the *Oklahoma Guide*. According to the authors,<sup>10</sup> the UCCC was created in part to replace outmoded state usury laws under which the permissible rate of interest was set so low as to impede the growth of consumer credit, despite the rising demand.<sup>11</sup> This situation led to complex exceptions to usury laws which needlessly segmented the credit industry and resulted in a quagmire of laws and regulations.<sup>12</sup> The UCCC's response was to set very generous ceilings on consumer credit rates to allow for competition to develop in consumer credit markets.<sup>13</sup> The higher interest ceilings of the UCCC may have been before their time, but this view certainly gained currency in the deregulatory era of the 1980's.

Chapter Two of the *Guide*, "Disclosure and Remedies," contains a discussion of the disclosure provisions of the Oklahoma UCCC. Since the UCCC in this area is very similar to the federal Truth in Lending Act, the discussion necessarily bears a substantial similarity to a discussion of the federal law. This chapter is perhaps the weakest in the *Guide* because it is overshadowed by the many lengthier treatments of Truth in Lending that already abound in the field.<sup>14</sup>

Chapter Three, "Agreements and Practices," focuses on the restrictions placed on various credit practices by the Oklahoma UCCC. In some of these areas, the UCCC complements provisions of Federal Trade Commission (FTC) regulations. For instance, the FTC Credit Practices Rule requires cosigners in consumer credit transactions to receive an advance disclosure of their obligations to avoid misunderstandings regarding the extent of their liability.<sup>15</sup> A similar provision is also contained in the 1974 UCCC, although not in the Oklahoma version.<sup>16</sup> The authors of the *Guide* point out that even in states without such a provision, the FTC rule would apply and could be used under state law to demonstrate that a creditor had engaged in a prac-

10. The lead author, Professor Miller, was a co-reporter of the 1974 version of the UCCC.

11. F. MILLER, A. HARRELL, W. WRIGHT, J. McCAFFREY & J. HESELTON, PRACTITIONER'S GUIDE TO THE OKLAHOMA UNIFORM CONSUMER CREDIT CODE 10-12 (1990) [hereinafter GUIDE].

12. *Id.*

13. U.C.C.C. (1969) (Prefatory Note). See also GUIDE, *supra* note 11, at 163.

14. See, e.g., R. ROHNER, THE LAW OF TRUTH IN LENDING (1984) (yearly updates); NATIONAL CONSUMER LAW CENTER, TRUTH IN LENDING (2d ed. 1989); D. REPLANSKY, TRUTH-IN-LENDING AND REGULATION Z: A PRACTICAL GUIDE TO CLOSED-END CREDIT (1984).

15. 16 C.F.R. § 444.3 (1990).

16. U.C.C.C. § 3.208 (1974).

tice that is unconscionable or void as against public policy.<sup>17</sup> This type of analysis, that goes beyond a bare summary of state law provisions, could be very helpful to attorneys practicing in this area.

Another consumer issue dealt with in Chapter Three of the *Guide* is the holder in due course doctrine. At one time consumers were precluded under this doctrine from raising valid defenses they had against the seller of the goods if the credit contract had been assigned to a holder in due course or the equivalent. In the late 1960's and early 1970's, however, most states passed consumer protection reform legislation that attempted to mitigate the effect of the holder in due course doctrine.<sup>18</sup> The authors rightly note that this state law is mostly superseded by the 1975 Federal Trade Commission rule,<sup>19</sup> and provide the reader with a good overview of the relationship between the state and federal provisions on the subject.<sup>20</sup>

Restrictions on security interests, cognovit notes and confessions of judgment, balloon payments, referral sales and debt collection are also discussed briefly in Chapter Three of the *Guide*, again with references not only to Oklahoma law but also to the corresponding federal law and UCCC interpretations from other states.<sup>21</sup> The chapter ends with a provocative discussion of the unconscionability provisions of the Oklahoma UCCC. When all else fails, unconscionability can be used to argue that a term of a consumer credit sale cannot be enforced because it is unconscionable or unfairly burdensome to the consumer. The major precedents from other states are included in the discussion.<sup>22</sup>

Chapter Four of the *Guide*, "Rates and Charges," is an extensive treatment of a difficult area. This chapter deals very capably with the complex interplay between usury or interest rate ceilings and variable rate mortgages, refinancing and consolidations, and prepayments and rebates. This is an area where it is very important for the practitioner to "keep an eye on the bouncing ball." For instance, the issue of what is or is not considered a "credit service charge" or "loan finance charge" under state law<sup>23</sup> mirrors some Truth in Lending considerations in determining what should or should not be considered a "finance charge" under federal law, but the answers under federal law may be very different from state law. The federal Truth in Lending Act's definition of finance charge was meant to be rather inclusive be-

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17. GUIDE, *supra* note 11, at 128-31.

18. See generally Rohner, *Holder in Due Course in Consumer Transactions: Requiem, Revival, or Reformation?*, 60 CORNELL L. REV. 503 (1975).

19. FTC Trade Regulation Rule on Preservation of Consumers' Claims and Defenses, 16 C.F.R. § 433.2 (1990).

20. GUIDE, *supra* note 11, at 134-40. See also D. PRIDGEN, CONSUMER CREDIT AND THE LAW § 14.06 (1990) (discussion of the FTC "Holder" rule and its relationship to state laws).

21. GUIDE, *supra* note 11, at 141-55.

22. *Id.* at 156-59.

23. *Id.* at 164.

cause the Act simply relies on disclosure. On the other hand, the equivalent terms under the UCCC determine what is or is not to be included under a statutory ceiling.<sup>24</sup> Not surprisingly, the state law interpretations are more restrictive. The *Guide* appears to do a good job of attending to these details. The state law provisions discussed in Chapter Four also include substantive limits on other credit charges, such as delinquency and default charges.<sup>25</sup> Oklahoma's requirement of prepayment rebates is treated at some length.<sup>26</sup> Limited federal preemption of usury laws in specific areas, such as in rates used by national banks and in home mortgages, is also covered in this chapter.<sup>27</sup>

Chapter Five of the *Guide*, "Insurance," deals with the sometimes controversial subject of consumer credit insurance, including credit life, accident and health insurance. This type of credit insurance is generally sold by creditors to the consumer and ensures that the debt will be paid in the event the consumer dies or becomes disabled.<sup>28</sup> Creditors often receive generous commissions on these sales, and thus are motivated to sell insurance with higher premiums, contrary to the consumer's interest in the best buy on insurance.<sup>29</sup> Creditors have also been accused of selling excess coverage and coercing debtors to purchase insurance, even though the consumer's decision to purchase credit insurance must be voluntary for the creditor to exclude such charges from the finance charge to be disclosed under Truth in Lending.<sup>30</sup> The authors discuss the appropriate approach to regulation on these issues,<sup>31</sup> and the *Guide* contains a reprint of the "Rules Pertaining to Credit Life and Credit Accident and Health Insurance" issued by the Oklahoma Insurance Department.<sup>32</sup>

Chapter Six, "Home Solicitation Sales," deals with the UCCC provisions concerning door-to-door sales. The legislation addresses the nagging problem of high-pressure tactics all too often used in such in-home solicitations. The Oklahoma UCCC, like most equivalent state laws, provides the consumer with a limited right to cancel a sale solicited at the consumer's home, within a special three-day "cooling off" period.<sup>33</sup> Chapter Six of the *Guide* includes an extensive discussion of the relationship of the UCCC provision to the Federal Trade Commission's Door-to-Door Sales regulation.<sup>34</sup> However, the chapter omits any discussion of the right of rescission provided by the Truth in Lending Act, which can also apply to home sales where there is a se-

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24. *Id.* at 164-74.

25. *Id.* at 186-88.

26. *Id.* at 188-94.

27. *Id.* at 194-98.

28. *Id.* at 202.

29. *Id.* at 208.

30. Truth in Lending Act, 15 U.S.C. § 1605(b) (1988); Regulation Z, 12 C.F.R. § 226.4(d) (1990).

31. *GUIDE*, *supra* note 11, at 210-12.

32. *Id.* at 221-60.

33. OKLA. STAT. ANN. tit. 14A, § 2-502 (West 1983).

34. 16 C.F.R. § 429.1 (1990) (as discussed in *GUIDE*, *supra* note 11, at 267-77).

curity interest taken in the consumer's principal dwelling.<sup>35</sup> In addition, the authors of the *Oklahoma Guide* did not allude in this chapter to the growing concern with telephone sales, which are fast replacing door-to-door sales. Some states have started to apply their home solicitation cooling off statutes to sales solicited entirely by telephone, on the theory that they can be just as intrusive and high pressure as sales within the home.<sup>36</sup>

Chapter Seven, "Administrative Enforcement of Consumer Law," contains a comparison between enforcement by the FTC of consumer laws, and enforcement of consumer credit laws by the Oklahoma UCCC Administrator. While this is an admirable undertaking, the discussion of FTC enforcement seemed superficial and outdated to this reviewer. Many articles have been written on various aspects of FTC remedies, and the authors of the *Oklahoma Guide* could have provided interested readers with some cross-references to more extensive treatments of the subject that can be found elsewhere.<sup>37</sup> While there is nothing wrong with attempting to provide a brief overview of federal enforcement, this reviewer felt that the treatment in this chapter did not sufficiently acknowledge the limited nature of the material presented.

Chapter Seven's discussion of Oklahoma enforcement, on the other hand, is very detailed and should provide useful information to Oklahoma practitioners as well as to lawyers practicing in other UCCC states.<sup>38</sup> Oklahoma's funding mechanism for enforcement is provided by the licensing fees for lenders.<sup>39</sup> This system could be instructive to legislatures seeking to set up viable enforcement mechanisms for other aspects of consumer protection. This chapter also provides reprints of the supervised lender license forms that are used in Oklahoma.<sup>40</sup>

Chapter Eight, "Consumer Remedies and Criminal Sanctions," provides a brief overview of this area. The authors note that consum-

35. Truth in Lending Act, 15 U.S.C. § 1635 (1988); Regulation Z, 12 C.F.R. §§ 226.15, .23 (1990). See *Cole v. Lovett*, 672 F. Supp. 947 (S.D. Miss.), *aff'd*, 833 F.2d 1008 (5th Cir. 1987) for an example of a case where both the federal Truth in Lending Act's right of rescission and the state home solicitation sales act were applicable to the same transaction.

36. See, e.g., *Brown v. Martinelli*, 66 Ohio St. 2d 45, 419 N.E.2d 1081 (1981). See also D. PRIDGEN, *CONSUMER CREDIT AND THE LAW* app. 15A (1990) (a listing of state laws on door-to-door sales).

37. See, e.g., S. KANWIT, *FEDERAL TRADE COMMISSION* (1979 & Supps.); D. PRIDGEN, *CONSUMER PROTECTION AND THE LAW* (1986 & Supps.); Bickart, *Civil Penalties under Section 5(m) of the Federal Trade Commission Act*, 44 U. CHI. L. REV. 761 (1977); Cornell, *Federal Trade Commission Permanent Injunction Actions Against Unfair and Deceptive Practices: The Proper Case and the Proper Proof*, 61 ST. JOHN'S L. REV. 503 (1987); Kintner, Smith & Goldston, *The Effect of the Federal Trade Commission Improvements Act of 1980 on the FTC's Rulemaking and Enforcement Authority*, 58 WASH. U.L.Q. 847 (1980).

38. GUIDE, *supra* note 11, at 291-313.

39. *Id.* at 311-13.

40. *Id.* at 315-31.



ers' remedies were quite limited under the 1969 version of the UCCC, on the theory that the state UCCC Administrator would be the main enforcer of the Code.<sup>41</sup> The authors of the *Guide* assert that this approach has worked well for Oklahoma consumers, since the Code even in its earlier form provided consumers with substantial *defenses*, if not affirmative remedies, against creditors who attempted to collect excess charges or were otherwise in violation of the Code.<sup>42</sup> The criminal penalties of the UCCC have not been used much, but nonetheless provide a deterrent to some of the more serious violations.<sup>43</sup>

Chapter Nine, "Special Credit Arrangements," contains some interesting material on legislation concerning credit repair organizations, loan brokers, and pawnshops. Credit repair agencies have surfaced in recent years, promising to "repair" the consumer's bad credit record for a substantial fee. Most of these promises are inflated, however, because the agencies cannot do anything more than a consumer could do for him or herself under the federal Fair Credit Reporting Act.<sup>44</sup> Also, consumers with poor credit ratings may turn to loan brokers, who locate willing lenders for hefty commissions. The *Guide* discusses the Oklahoma Credit Services Organization Act, which was passed to supplement the UCCC in this area.<sup>45</sup> Disclosures and a limited cooling off period are the major remedies for the problem contained in the Oklahoma legislation.<sup>46</sup> Although Congress, the FBI, the FTC and other states have recently been looking into this area, especially with regard to credit "repair" services,<sup>47</sup> unfortunately the *Guide* does not contain any information as to these developments.

The Oklahoma Pawnshop Act apparently settled a controversy over whether the UCCC covered pawnshops.<sup>48</sup> Chapter Nine of the *Guide* covers the scope and licensing requirements under the Pawnshop Act, as well as the disclosure provisions, substantive restrictions, and the enforcement provisions.<sup>49</sup> The appendix contains many of the forms and regulations necessary for doing business in this field.<sup>50</sup>

Basically, Chapter Nine of the *Guide* provides a "nuts and bolts" approach to the discussion of loan brokers, pawnshops, and rental-purchase transactions. These are interesting issues affecting contem-

41. *Id.* at 335.

42. *Id.*

43. *Id.* at 342-45.

44. 15 U.S.C. § 1681 (1988).

45. Credit Services Organization Act, OKLA. STAT. ANN. tit. 24 §§ 131-47 (West Supp. 1991) (discussed in *GUIDE*, *supra* note 11, at 349-64).

46. *Id.*

47. See, e.g., *F.T.C. v. Credit-Rite, Inc.*, No. 88-1206 (D.N.J. Mar. 7, 1988). See also *Hearings on H.R. 458 Before the Subcomm. on Consumer Affairs and Coinage of the Comm. on Banking, Finance and Urban Affairs*, 100th Cong., 2d Sess., 100-91 (1988) (description of the FBI's criminal investigation of Credit-Rite).

48. *GUIDE*, *supra* note 11, at 364-65.

49. *Id.* at 364-86.

50. *Id.* at 392-437.

porary low-income consumers. However, the authors made little attempt to place these law reform efforts in their broader social context. For instance, rental-purchase transactions are common among low-income consumers who may not qualify for credit from other sources. The Oklahoma law, like most consumer credit regulation, relies mostly on disclosures to alert consumers to the steep total purchase price that often accompanies rent-to-own transactions.<sup>51</sup> But query whether disclosures alone will help a consumer who cannot qualify for a cheaper form of credit.<sup>52</sup>

The *Guide* concludes with a chapter on "Credit Transactions Excluded from the Oklahoma Uniform Consumer Credit Code." This is a topic that is essential to any lawyer dealing with a UCCC case, since noncoverage would be a perfect defense in any litigation alleging violation of the UCCC. The *Guide* does not stop with what is not covered, however, but also briefly discusses other law that might be applicable to such excluded transactions.<sup>53</sup>

*Administrative Interpretations of the Uniform Consumer Credit Code*, compiled by Professor Frederick H. Miller, is a useful companion piece to the *Oklahoma Guide* to the UCCC. Indeed, the *Administrative Interpretations* is broader in scope than the *Oklahoma Guide*, since it compiles state administrators' interpretations from all UCCC states. Although many of the UCCC state administrators have issued advisory opinions or administrative interpretations of various provisions of the Code, much of this material was not previously available in published form, particularly the Oklahoma and Colorado documents. Such opinions or interpretations are the state equivalent to the Federal Reserve Board's staff advisory letters formerly issued under the Truth in Lending Act,<sup>54</sup> before the advent of the Official Staff Commentary in 1981.<sup>55</sup> This material is important to any UCCC research, because it may answer some tricky questions of interpretation that have not been addressed in published regulations or cases.

*Administrative Interpretations* does not purport to compile all existing opinions or interpretations. First, if the interpretation has already appeared in full or excerpted form in the Commerce Clearing House Consumer Credit Guide (CCH CCG), *Administrative Interpretations* simply refers the reader to that text by state and paragraph number. This could be a drawback to readers who do not have access to the CCH CCG. Also, in many cases, users may find that older mate-

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51. Oklahoma Rental-Purchase Act, OKLA. STAT. ANN. tit. 59 §§ 1950-57 (West 1989 & Supp. 1991) (discussed in GUIDE, *supra* note 11, at 387-90).

52. Consumers have not been very successful in recent cases arguing that the total price in rent-to-own transactions was unconscionable, however. See, e.g., *Remco Enterprises, Inc. v. Houston*, 9 Kan. App. 2d 296, 677 P.2d 567 (1984).

53. GUIDE, *supra* note 11, at 442-58.

54. See R. ROHNER, THE LAW OF TRUTH IN LENDING ¶ 1.03[2][a] (1984).

55. Federal Reserve Board, Truth in Lending, Proposed Official Staff Commentary, 46 Fed. Reg. 28,560 (1981).

rial from the CCH CCG is either not available, or only available on microfiche, as libraries strive to save precious shelf space. Thus, it would have been helpful to have reprinted the CCH material. Also, novices using CCG may find the instructions in the Miller text on how to access these materials too brief.

*Administrative Interpretations* contains some useful indices and lists that should help most readers gain access to the primary documents. There is a "Master Index" which lists the topics alphabetically under major headings with subtopics. There is also a "List of Administrative Interpretations Printed in CCH CCG," as well as a "List of Administrative Interpretations Published in this Book." While this indexing will make available much information that was previously too difficult to access, some improvements could be made. This reviewer concluded that the Indices assumed prior knowledge of the UCCC on the part of the user. More topic headings and more cross-references would have been useful. Also, a list of administrative interpretations by UCCC section, in addition to the state-by-state listings, would have been helpful.

In sum, the *Guide to the Oklahoma UCCC* and the *Administrative Interpretations of the UCCC* should be useful reference works for any practitioner, student or scholar doing research on consumer credit law in any of the UCCC states. The title of the *Oklahoma Guide* is probably misleadingly narrow, since this work contains information of interest to legal researchers outside of Oklahoma. It is well written, readable and well-organized, and contains many useful references and citations. The *Administrative Interpretations* compiles previously unpublished administrative opinions on UCCC provisions, and also contains original indexing for these materials. These primary documents can be invaluable for UCCC questions where the law is ambiguous. The authors of these volumes have provided a useful service to the legal community. With regular updating planned, they should be of lasting interest to the field.