Under English common law, usury restrictions did not apply to the price that a merchant could charge for goods. A seller could charge one price for the goods if the buyer paid immediately, and another, higher price if the buyer chose to pay over some agreed time. The difference between the “time price” and the “cash price” was not counted against the usury ceiling. This so-called “time-price doctrine” was adopted by American courts interpreting American general usury laws. Consequently, the charges associated with the credit sale of goods were generally not considered interest and were unregulated until specific statutory controls were adopted in the middle of the twentieth century.\footnote{46}

This treatise treats retail installment sales acts (RISAs) and motor vehicle retail installment sales acts (MVRISAs) as a subclass of special usury laws, since a credit sale is merely a secured loan in different legal clothing.\footnote{47} The historical distinctions between loans and credit sales still occasionally crop up in modern consumer credit cases, however, and practitioners should remain alert for those distinctions.\footnote{48}

**Footnotes**

46 [43] See § 7.5.2 \[1\], infra (discussing the definition of interest).

47 [44] See Mandan Supply, Inc. v. Steckler, 244 N.W. 2d 698 (N.D. 1976) (treating state RISA as a special usury statute). See generally Ch. 11 \[2\], infra (analysis of RISAs and MVRISAs); Appx. C \[3\], infra (summaries of RISAs and MVRISAs).

48 [45] See §§ 2.3 \[4\], 3.9.5 \[5\], 7.5.2 \[1\], 11.7 \[6\], infra.

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