

PACIFIC FINANCE CORPORATION v. TINSLEY.

5-203

262 S. W. 2d 282

Opinion delivered November 30, 1953.

USURY—CONTRACTS AND NOTES—PURCHASE OF AUTOMOBILE.—In *Criseo v. Murdock Acceptance Corporation*, 222 Ark. 127, 258 S. W. 2d 551, it was said that certain charges other than the capital price made in connection with the purchase of an automobile would be approved because of the holding in *Hare v. General Contract Purchase Corporation*. Held, that contracts made before the *caveat* in the *Hare* case are controlled by the former decisions.

Appeal from Union Chancery Court, Second Division; *W. A. Speer*, Chancellor; reversed.

Bailey & Warren and *Bruce T. Bullion*, for appellant.

Stein & Stein, for appellee.

ROBINSON, J. This case involves the question of usury. On September 26, 1951, which was prior to the decision in *Hare v. General Contract Purchase Corporation*, 220 Ark. 601, 249 S. W. 2d 973, appellee Griffin L. Tinsley bought from "Wally's Used Cars" an automobile for which he executed his promissory note in addition to trading in another automobile. The promissory note was transferred to appellant Pacific Finance Corporation.

On August 28, 1952, Tinsley filed this suit alleging a usurious rate of interest had been charged, and asked that the note given as part of the purchase price for the automobile be declared null and void. The chancellor held the transaction to be usurious and that the note given as part of the purchase price was therefore void.

As heretofore stated, the sale of the automobile and the execution of the note were completed prior to the date

the decision in the *Hare* case became final. The material facts in the case at bar are essentially the same as the facts in *Crisko v. Murdock Acceptance Corporation*, 222 Ark. 127, 258 S. W. 2d 551, and that case is controlling here. Hence the court erred in holding that usurious interest had been charged.

Reversed with directions to enter a decree not inconsistent herewith.
