444 U.S. 555 (1980) FORD MOTOR CREDIT CO. ET AL. v. MILHOLLIN[\*] ET AL. No. 78-1487. Supreme Court of United States. **Argued December** 4, 1979. Decided February 20, 1980. **CERTIORARI TO** THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT. \*556 William M. Burke argued the cause for pe oners. With him on the briefs were George R. Richter, Jr., Ronald M. Bayer, Herbert H. Anderson, and John M. Berman. Richard A. Slo ee argued the cause for respondents. With him on the brief were William H. Clendenen, Jr., and Richard Kanter. Stuart A. Smith argued the cause for the United States as amicus curiae urging reversal. With him on the brief were Solicitor General McCree, Assistant A orney General Shene-field, John J. Powers III, and Marion L. Je on.[] \*557 MR. JUSTICE **BRENNAN** delivered the opinion of the

"may prepay his obliga ons under this contract in full at any me prior to maturity of the final instalment here-under, and, if he does so, shall receive a rebate of the unearned por on of the Finance Charge computed under the sum of the digits method... ." The face of the contract also stated that temporary default on a par cular installment would result in a predetermined \*558 delinquency charge. Not men oned on the disclosure page was a clause in the body of the contract giving the creditor a right to accelerate payment of the en re debt upon the buyer's default.[1] Respondents subsequently commenced four separate suits against FMCC in the United States District Court for the District of Oregon, alleging, inter alia, that FMCC had violated TILA and Regula on Z by failing to disclose

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The Court of Appeals agreed with the District Court that TILA imposes a general accelera on-clause disclosure requirement.[5] Rather than res ng on the District Court's holding that accelera on is a default charge, however, the Court of Appeals based its decision on the narrower principle that under Regula on Z "[t]he creditor must disclose whether a rebate of unearned interest will be made upon accelera on \*559 and also disclose the method by which the amount of unearned interest will be computed if the debt is accelerated." 588 F.2d 753, 757 (1978), quo ng St. Germain v. Bank of Hawaii, 573 F.2d 572, 577 (CA9 1977). See 12 CFR § 226.8 (b) (7) (1979). Implicit in the conclusion of the Court of Appeals and explicit in its preceding St. Germain decision was the rejec on of a contrary

Court. The issue of the contract administra ve for decision in this that the creditor interpreta on of case is whether retained the right the per nent the Truth in to accelerate statutory and Lending Act (TILA), payment of the regulatory 82 Stat. 146, as provisions. In debt.[2] In two of amended, 15 U.S. the suits,[3] the adop ng its C. § 1601 et seq., District Court held par cular requires that the that facial approach, the existence of an disclosure of the Court of Appeals accelera on clause accelera on mapped a path always be clauses was through the disclosed on the mandated by the disclosure thicket face of a credit provision of TILA that diverges from that compels the routes agreement. The Federal Reserve publica on of traveled by the Board staff has "default, Courts of Appeals consistently delinquency, or for several other construed the similar charges Circuits.[6] We statute and payable in the granted cer orari, regula ons as event of late 442 U.S. 940 imposing no such payments," 15 (1979), to resolve uniform U.S. C. §§ 1638 (a) the conflict. We reverse. requirement. (9), 1639 (a) (7). Because we App. 30-31, 37, believe that a high 69-71. degree of Respondents in deference to this the other two administra ve ac ons prevailed interpreta on is on different warranted, we grounds.[4] All four cases were hold that TILA does not mandate consolidated on a general rule of appeal to the disclosure for Ninth Circuit. accelera on clauses. I The several respondents in this case purchased automobiles from various dealers, financing their purchases through standard retail installment contracts that were assigned to pe oner Ford Motor Credit Co.

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(FMCC), a finance			
company. Each			
contract provided			
that respondents			
were to pay a pre			
computed finance			
charge. As			
required by TILA			
and Federal			
Reserve Board			
Regula on Z, which			
implements the			
Act, the front page			
of each contract			
disclosed and			
explained certain			
features of the			
agreement. See 15			
U.S. C. § 1631; 12			
CFR § 226.6 (a)			
(1979). Among			
these disclosures			
was a paragraph			
informing the			
buyer that he			
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