SECOND PART OF THE SECOND PART, QUESTION 78

Of the Sin of Usury

(In Four Articles)

We must now consider the sin of usury, which is committed in loans: and under this head there are four points of inquiry:

(1) Whether it is a sin to take money as a price for money lent, which is to receive usury?
(2) Whether it is lawful to lend money for any other kind of consideration, by way of payment for the loan?
(3) Whether a man is bound to restore just gains derived from money taken in usury?
(4) Whether it is lawful to borrow money under a condition of usury?

Whether it is a sin to take usury for money lent? IIa IIae q. 78 a. 1

Objection 1. It would seem that it is not a sin to take usury for money lent. For no man sins through following the example of Christ. But Our Lord said of Himself (Lk. 19:23): "At My coming I might have exacted it," i.e. the money lent, "with usury." Therefore it is not a sin to take usury for lending money.

Objection 2. Further, according to Ps. 18:8, "The law of the Lord is unspotted," because, to wit, it forbids sin. Now usury of a kind is allowed in the Divine law, according to Dt. 23:19,20: "Thou shalt not fenerate to thy brother money, nor corn, nor any other thing, but to the stranger": nay more, it is even promised as a reward for the observance of the Law, according to Dt. 28:12: "Thou shalt fenerate* to many nations, and shalt not borrow of any one." Therefore it is not a sin to take usury.

Objection 3. Further, in human affairs justice is determined by civil laws. Now civil law allows usury to be taken. Therefore it seems to be lawful.

Objection 4. Further, the counsels are not binding under sin. But, among other counsels we find (Lk. 6:35): "Lend, hoping for nothing thereby." Therefore it is not a sin to take usury.

Objection 5. Further, it does not seem to be in itself sinful to accept a price for doing what one is not bound to do. But one who has money is not bound in every case to lend it to his neighbor. Therefore it is lawful for him sometimes to accept a price for lending it.

Objection 6. Further, silver made into coins does not differ specifically from silver made into a vessel. But it is lawful to accept a price for the loan of a silver vessel. Therefore it is also lawful to accept a price for the loan of a silver coin. Therefore usury is not in itself a sin.

Objection 7. Further, anyone may lawfully accept a thing which its owner freely gives him. Now he who accepts the loan, freely gives the usury. Therefore he who lends may lawfully take the usury.

On the contrary, It is written (Ex. 22:25): "If thou lend money to any of thy people that is poor, that dwelleth with thee, thou shalt not be hard upon them as an extortioner, nor oppress them with usuries."

I answer that, To take usury for money lent is unjust in itself, because this is to sell what does not exist, and this evidently leads to inequality which is contrary to justice. In order to make this evident, we must observe that there are certain things the use of which consists in their consumption: thus we consume wine when we use it for drink and we consume wheat when we use it for food. Wherefore in such like things the use of the thing must not be reckoned apart from the thing itself, and whoever is granted the use of the thing, is granted the thing itself and for this reason, to lend things of this kin is to transfer the ownership. Accordingly if a man wanted to sell wine separately from the use of the wine, he would be selling the same thing twice, or he would be selling what does not exist, wherefore he would evidently commit a sin of injustice. In like manner he commits an injustice who lends wine or wheat, and asks for double payment, viz. one, the return of the thing in equal measure, the other, the price of the use, which is called usury.

On the other hand, there are things the use of which does not consist in their consumption: thus to use a house is to dwell in it, not to destroy it. Wherefore in such things both may be granted: for instance, one man may hand over to another the ownership of his house while reserving to himself the use of it for a time, or vice versa, he may grant the use of the house, while retaining the ownership. For this reason a man may lawfully make a charge for the use of his house, and, besides this, revendicate the house from the person to whom he has granted its use, as happens in renting and letting a house.

Now money, according to the Philosopher (Ethic. v, 5; Polit. i, 3) was invented chiefly for the purpose of exchange: and consequently the proper and principal use of money is its consumption or alienation whereby it is sunk in exchange. Hence it is by its very nature unlawful to take payment for the use of money lent, which

* 'Faeneraberis'—'Thou shalt lend upon usury.' The Douay version has simply 'lend.' The objection lays stress on the word 'faeneraberis': hence the necessity of rendering it by 'fenerate.'

payment is known as usury: and just as a man is bound to restore other ill-gotten goods, so is he bound to restore the money which he has taken in usury.

Reply to Objection 1. In this passage usury must be taken figuratively for the increase of spiritual goods which God exacts from us, for He wishes us ever to advance in the goods which we receive from Him: and this is for our own profit not for His.

Reply to Objection 2. The Jews were forbidden to take usury from their brethren, i.e. from other Jews. By this we are given to understand that to take usury from any man is evil simply, because we ought to treat every man as our neighbor and brother, especially in the state of the Gospel, whereto all are called. Hence it is said without any distinction in Ps. 14:5: "He that hath not put out his money to usury," and (Ezech. 18:8): "Who hath not taken usury*." They were permitted, however, to take usury from foreigners, not as though it were lawful, but in order to avoid a greater evil, lest, to wit, through avarice to which they were prone according to Is. 56:11, they should take usury from the Jews who were worshippers of God.

Where we find it promised to them as a reward, "Thou shalt fenerate to many nations," etc., fenerating is to be taken in a broad sense for lending, as in Ecclus. 29:10, where we read: "Many have refused to fenerate, not out of wickedness," i.e. they would not lend. Accordingly the Jews are promised in reward an abundance of wealth, so that they would be able to lend to others.

Reply to Objection 3. Human laws leave certain things unpunished, on account of the condition of those who are imperfect, and who would be deprived of many advantages, if all sins were strictly forbidden and punishments appointed for them. Wherefore human law has permitted usury, not that it looks upon usury as harmonizing with justice, but lest the advantage of many should be hindered. Hence it is that in civil law† it is stated that "those things according to natural reason and civil law which are consumed by being used, do not admit of usufruct," and that "the senate did not (nor could it) appoint a usufruct to such things, but established a quasi-usufruct," namely by permitting usury. Moreover the Philosopher, led by natural reason, says (Polit. i, 3) that "to make money by usury is exceedingly unnatural."

Reply to Objection 4. A man is not always bound to lend, and for this reason it is placed among the counsels. Yet it is a matter of precept not to seek profit by lending: although it may be called a matter of counsel in comparison with the maxims of the Pharisees, who deemed some kinds of usury to be lawful, just as love of one's enemies is a matter of counsel. Or again, He speaks here not of the hope of usurious gain, but of the hope which is put in man. For we ought not to lend or do any good deed through hope in man, but only through hope in God.

Reply to Objection 5. He that is not bound to lend, may accept repayment for what he has done, but he must not exact more. Now he is repaid according to equality of justice if he is repaid as much as he lent. Wherefore if he exacts more for the usufruct of a thing which has no other use but the consumption of its substance, he exacts a price of something non-existent: and so his exaction is unjust.

Reply to Objection 6. The principal use of a silver vessel is not its consumption, and so one may lawfully sell its use while retaining one's ownership of it. On the other hand the principal use of silver money is sinking it in exchange, so that it is not lawful to sell its use and at the same time expect the restitution of the amount lent. It must be observed, however, that the secondary use of silver vessels may be an exchange, and such use may not be lawfully sold. In like manner there may be some secondary use of silver money; for instance, a man might lend coins for show, or to be used as security.

Reply to Objection 7. He who gives usury does not give it voluntarily simply, but under a certain necessity, in so far as he needs to borrow money which the owner is unwilling to lend without usury.

Whether it is lawful to ask for any other kind of consideration for money lent? IIa IIae q. 78 a. 2

Objection 1. It would seem that one may ask for some other kind of consideration for money lent. For everyone may lawfully seek to indemnify himself. Now sometimes a man suffers loss through lending money. Therefore he may lawfully ask for or even exact something else besides the money lent.

Objection 2. Further, as stated in Ethic. v, 5, one is in duty bound by a point of honor, to repay anyone who has done us a favor. Now to lend money to one who is in straits is to do him a favor for which he should be grateful. Therefore the recipient of a loan, is bound by a natural debt to repay something. Now it does not seem unlawful to bind oneself to an obligation of the natural law. Therefore it is not unlawful, in lending money to anyone, to demand some sort of compensation as condition of the loan.

Objection 3. Further, just as there is real remuneration, so is there verbal remuneration, and remuneration by service, as a gloss says on Is. 33:15, "Blessed is he that shaketh his hands from all bribes‡." Now it is lawful to accept service or praise from one to whom one has lent money. Therefore in like manner it is lawful to accept any other kind of remuneration.

Objection 4. Further, seemingly the relation of gift

* Vulg.: 'If a man…hath not lent upon money, nor taken any increase…he is just.' † Inst. II, iv, de Usufructu ‡ Vulg.: 'Which of you shall dwell with everlasting burnings?…He that shaketh his hands from all bribes.'

to gift is the same as of loan to loan. But it is lawful to accept money for money given. Therefore it is lawful to accept repayment by loan in return for a loan granted.

Objection 5. Further, the lender, by transferring his ownership of a sum of money removes the money further from himself than he who entrusts it to a merchant or craftsman. Now it is lawful to receive interest for money entrusted to a merchant or craftsman. Therefore it is also lawful to receive interest for money lent.

Objection 6. Further, a man may accept a pledge for money lent, the use of which pledge he might sell for a price: as when a man mortgages his land or the house wherein he dwells. Therefore it is lawful to receive interest for money lent.

Objection 7. Further, it sometimes happens that a man raises the price of his goods under guise of loan, or buys another's goods at a low figure; or raises his price through delay in being paid, and lowers his price that he may be paid the sooner. Now in all these cases there seems to be payment for a loan of money: nor does it appear to be manifestly illicit. Therefore it seems to be lawful to expect or exact some consideration for money lent.

On the contrary, Among other conditions requisite in a just man it is stated (Ezech. 18:17) that he "hath not taken usury and increase."

I answer that, According to the Philosopher (Ethic. iv, 1), a thing is reckoned as money "if its value can be measured by money." Consequently, just as it is a sin against justice, to take money, by tacit or express agreement, in return for lending money or anything else that is consumed by being used, so also is it a like sin, by tacit or express agreement to receive anything whose price can be measured by money. Yet there would be no sin in receiving something of the kind, not as exacting it, nor yet as though it were due on account of some agreement tacit or expressed, but as a gratuity: since, even before lending the money, one could accept a gratuity, nor is one in a worse condition through lending.

On the other hand it is lawful to exact compensation for a loan, in respect of such things as are not appreciated by a measure of money, for instance, benevolence, and love for the lender, and so forth.

Reply to Objection 1. A lender may without sin enter an agreement with the borrower for compensation for the loss he incurs of something he ought to have, for this is not to sell the use of money but to avoid a loss. It may also happen that the borrower avoids a greater loss than the lender incurs, wherefore the borrower may repay the lender with what he has gained. But the lender cannot enter an agreement for compensation, through the fact that he makes no profit out of his money: because he must not sell that which he has not yet and may be prevented in many ways from having.

Reply to Objection 2. Repayment for a favor may be made in two ways. In one way, as a debt of justice; and to such a debt a man may be bound by a fixed contract; and its amount is measured according to the favor received. Wherefore the borrower of money or any such thing the use of which is its consumption is not bound to repay more than he received in loan: and consequently it is against justice if he be obliged to pay back more. In another way a man's obligation to repayment for favor received is based on a debt of friendship, and the nature of this debt depends more on the feeling with which the favor was conferred than on the greatness of the favor itself. This debt does not carry with it a civil obligation, involving a kind of necessity that would exclude the spontaneous nature of such a repayment.

Reply to Objection 3. If a man were, in return for money lent, as though there had been an agreement tacit or expressed, to expect or exact repayment in the shape of some remuneration of service or words, it would be the same as if he expected or exacted some real remuneration, because both can be priced at a money value, as may be seen in the case of those who offer for hire the labor which they exercise by work or by tongue. If on the other hand the remuneration by service or words be given not as an obligation, but as a favor, which is not to be appreciated at a money value, it is lawful to take, exact, and expect it.

Reply to Objection 4. Money cannot be sold for a greater sum than the amount lent, which has to be paid back: nor should the loan be made with a demand or expectation of aught else but of a feeling of benevolence which cannot be priced at a pecuniary value, and which can be the basis of a spontaneous loan. Now the obligation to lend in return at some future time is repugnant to such a feeling, because again an obligation of this kind has its pecuniary value. Consequently it is lawful for the lender to borrow something else at the same time, but it is unlawful for him to bind the borrower to grant him a loan at some future time.

Reply to Objection 5. He who lends money transfers the ownership of the money to the borrower. Hence the borrower holds the money at his own risk and is bound to pay it all back: wherefore the lender must not exact more. On the other hand he that entrusts his money to a merchant or craftsman so as to form a kind of society, does not transfer the ownership of his money to them, for it remains his, so that at his risk the merchant speculates with it, or the craftsman uses it for his craft, and consequently he may lawfully demand as something belonging to him, part of the profits derived from his money.

Reply to Objection 6. If a man in return for money lent to him pledges something that can be valued at a price, the lender must allow for the use of that thing towards the repayment of the loan. Else if he wishes the gratuitous use of that thing in addition to repayment, it is the same as if he took money for lending, and that is usury, unless perhaps it were such a thing as friends are wont to lend to one another gratis, as in the case of the loan of a book.

Reply to Objection 7. If a man wish to sell his goods at a higher price than that which is just, so that

he may wait for the buyer to pay, it is manifestly a case of usury: because this waiting for the payment of the price has the character of a loan, so that whatever he demands beyond the just price in consideration of this delay, is like a price for a loan, which pertains to usury. In like manner if a buyer wishes to buy goods at a lower price than what is just, for the reason that he pays for the goods before they can be delivered, it is a sin of usury; because again this anticipated payment of money has the character of a loan, the price of which is the rebate on the just price of the goods sold. On the other hand if a man wishes to allow a rebate on the just price in order that he may have his money sooner, he is not guilty of the sin of usury.

Whether a man is bound to restore whatever profits he has made out of money gotten by usury? IIa IIae q. 78 a. 3

Objection 1. It would seem that a man is bound to restore whatever profits he has made out of money gotten by usury. For the Apostle says (Rom. 11:16): "If the root be holy, so are the branches." Therefore likewise if the root be rotten so are the branches. But the root was infected with usury. Therefore whatever profit is made therefrom is infected with usury. Therefore he is bound to restore it.

Objection 2. Further, it is laid down (Extra, De Usuris, in the Decretal: 'Cum tu sicut asseris'): "Property accruing from usury must be sold, and the price repaid to the persons from whom the usury was extorted." Therefore, likewise, whatever else is acquired from usurious money must be restored.

Objection 3. Further, that which a man buys with the proceeds of usury is due to him by reason of the money he paid for it. Therefore he has no more right to the thing purchased than to the money he paid. But he was bound to restore the money gained through usury. Therefore he is also bound to restore what he acquired with it.

On the contrary, A man may lawfully hold what he has lawfully acquired. Now that which is acquired by the proceeds of usury is sometimes lawfully acquired. Therefore it may be lawfully retained.

I answer that, As stated above (a. 1), there are certain things whose use is their consumption, and which do not admit of usufruct, according to law (ibid., ad 3). Wherefore if such like things be extorted by means of usury, for instance money, wheat, wine and so forth, the lender is not bound to restore more than he received (since what is acquired by such things is the fruit not of the thing but of human industry), unless indeed the other party by losing some of his own goods be injured through the lender retaining them: for then he is bound to make good the loss.

On the other hand, there are certain things whose use is not their consumption: such things admit of usufruct, for instance house or land property and so forth. Wherefore if a man has by usury extorted from another his house or land, he is bound to restore not only the house or land but also the fruits accruing to him therefrom, since they are the fruits of things owned by another man and consequently are due to him.

Reply to Objection 1. The root has not only the character of matter, as money made by usury has; but has also somewhat the character of an active cause, in so far as it administers nourishment. Hence the comparison fails.

Reply to Objection 2. Further, Property acquired from usury does not belong to the person who paid usury, but to the person who bought it. Yet he that paid usury has a certain claim on that property just as he has on the other goods of the usurer. Hence it is not prescribed that such property should be assigned to the persons who paid usury, since the property is perhaps worth more than what they paid in usury, but it is commanded that the property be sold, and the price be restored, of course according to the amount taken in usury.

Reply to Objection 3. The proceeds of money taken in usury are due to the person who acquired them not by reason of the usurious money as instrumental cause, but on account of his own industry as principal cause. Wherefore he has more right to the goods acquired with usurious money than to the usurious money itself.

Whether it is lawful to borrow money under a condition of usury? IIa IIae q. 78 a. 4

Objection 1. It would seem that it is not lawful to borrow money under a condition of usury. For the Apostle says (Rom. 1:32) that they "are worthy of death... not only they that do" these sins, "but they also that consent to them that do them." Now he that borrows money under a condition of usury consents in the sin of the usurer, and gives him an occasion of sin. Therefore he sins also.

Objection 2. Further, for no temporal advantage ought one to give another an occasion of committing a sin: for this pertains to active scandal, which is always sinful, as stated above (q. 43, a. 2). Now he that seeks to borrow from a usurer gives him an occasion of sin. Therefore he is not to be excused on account of any temporal advantage.

Objection 3. Further, it seems no less necessary sometimes to deposit one's money with a usurer than to borrow from him. Now it seems altogether unlawful to deposit one's money with a usurer, even as it would be unlawful to deposit one's sword with a madman, a

maiden with a libertine, or food with a glutton. Neither therefore is it lawful to borrow from a usurer.

On the contrary, He that suffers injury does not sin, according to the Philosopher (Ethic. v, 11), wherefore justice is not a mean between two vices, as stated in the same book (ch. 5). Now a usurer sins by doing an injury to the person who borrows from him under a condition of usury. Therefore he that accepts a loan under a condition of usury does not sin.

I answer that, It is by no means lawful to induce a man to sin, yet it is lawful to make use of another's sin for a good end, since even God uses all sin for some good, since He draws some good from every evil as stated in the Enchiridion (xi). Hence when Publicola asked whether it were lawful to make use of an oath taken by a man swearing by false gods (which is a manifest sin, for he gives Divine honor to them) Augustine (Ep. xlvii) answered that he who uses, not for a bad but for a good purpose, the oath of a man that swears by false gods, is a party, not to his sin of swearing by demons, but to his good compact whereby he kept his word. If however he were to induce him to swear by false gods, he would sin.

Accordingly we must also answer to the question in point that it is by no means lawful to induce a man to lend under a condition of usury: yet it is lawful to borrow for usury from a man who is ready to do so and is a usurer by profession; provided the borrower have a good end in view, such as the relief of his own or another's need. Thus too it is lawful for a man who has fallen among thieves to point out his property to them (which they sin in taking) in order to save his life, after the example of the ten men who said to Ismahel (Jer. 41:8): "Kill us not: for we have stores in the field."

Reply to Objection 1. He who borrows for usury does not consent to the usurer's sin but makes use of it. Nor is it the usurer's acceptance of usury that pleases him, but his lending, which is good.

Reply to Objection 2. He who borrows for usury gives the usurer an occasion, not for taking usury, but for lending; it is the usurer who finds an occasion of sin in the malice of his heart. Hence there is passive scandal on his part, while there is no active scandal on the part of the person who seeks to borrow. Nor is this passive scandal a reason why the other person should desist from borrowing if he is in need, since this passive scandal arises not from weakness or ignorance but from malice.

Reply to Objection 3. If one were to entrust one's money to a usurer lacking other means of practising usury; or with the intention of making a greater profit from his money by reason of the usury, one would be giving a sinner matter for sin, so that one would be a participator in his guilt. If, on the other hand, the usurer to whom one entrusts one's money has other means of practising usury, there is no sin in entrusting it to him that it may be in safer keeping, since this is to use a sinner for a good purpose.