

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 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

* *Vulg.*: 'Which of you shall dwell with everlasting burnings? . . . He that shaketh his hands from all bribes.'

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.