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BOOK IV

On the Vow

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Book Four — On the Decalogue

Dissertation I — On the Vow

Proem

[Introductory remarks] Vows which men make to God pertain to the first commandment of the Decalogue, as far as our present concerns are relevant. The sanctity and piety of vows, by their very nature, are self-evident. God is worshipped by our vows, and tokens of a grateful spirit are shown for benefits received. Sometimes to obtain divine clemency, and to secure graces; sometimes to appease and mitigate the severity of justice, we offer our vows to God. These are the chief duties of the Christian religion, and tokens of our servitude toward God. It is an innate inclination of our souls, either to implore divine aid by vows in calamities, or to adorn temples with tablets of thanksgiving for benefits received, to the glory of the divine majesty. Even before God gave us the written Law, the Patriarch Jacob offered his vows to God — for he made a vow, saying, "*If God shall be with me...*" (Gen. 28). The Prophet Isaiah, describing the offering of vows as a signal prerogative of God's people, says: "*They shall worship him with victims and offerings; and they shall make vows to the Lord, and perform them*" (ch. 19). What of the fact that Marcus Tullius himself notes the frequency of the pagans' vows, and the votive tablets which they hung in the temples of the gods — either those who had escaped shipwreck, or those who had obtained some notable benefit? And from this he infers the providence of the gods, and their governance of the world. Thus he represents himself addressing his friend Diagoras: "*You, who think that the gods take no notice of human affairs, do you not observe how many, by so many painted tablets, have poured out their vows in the face of the storm's violence, and arrived safely in port?*" (Bk. III, On the Nature of the Gods, near the end).

Undertaking, then, in this Book, a treatise on vows, I shall set forth all the difficulties which theologians commonly discuss. Monastic vows I omit for the present, referring them to the treatise on the religious state. Of vows in general, then, I shall now speak.

Chapter I — The errors of the heretics against vows

I. Among the heretics who condemned vows, first are those called the Waldensians. These rejected all vows, on the grounds that vows impose necessity and coercion upon men. This impiety, long buried, was dug up again by the pseudo-apostles, into whose hands John Wycliffe placed it. Luther, a more shameless disciple of Wycliffe, disseminated this heresy of his to his own disciples. Yet he vomited forth his blasphemies chiefly against monastic vows above all others. Therefore, when we come to discuss these, I shall refute his impious sophistries. John Calvin, who adopted the principal errors of both Wycliffe and Luther, mixing in his own besides, and adding a yet more pestilent heresy, sharpens his pen — dipped in his own gall and ungovernable spite — against the making of vows, which he calls rash (Bk. IV, Institutes, ch. 13). He divides this entire chapter into two parts: in the first he treats of vows in general; in the second, of monastic vows. At the outset he laments and bewails that the Church, whose freedom was purchased at the inestimable price of the blood of Christ Jesus, has been oppressed under the weight of man-made traditions, and torn apart by the cruel tyranny of vows and human ingenuity. As is his custom, he twists the vilest and most scurrilous reproaches against Catholics, and audacious fabrications, striving to embellish them with the flowers

of his elegant style and eloquence, which he wickedly abuses. But the more polished he is in the surface of his diction, the madder he is in the pursuit of truth. Sometimes he condemns all vows; sometimes he admits some; now he condemns only rashly made vows, now even those made cautiously and with deliberate mind. His aim throughout, however, is to consign all Catholic vows to superstition and idolatry. I will cull a few passages from among the many he writes, so as to refute him by his own teaching, and by the words of his own impudence and folly.

II. Calvin says (loc. cit., n. 4): "*No one can disapprove of a vow, provided some holiness resides in it — if it looks to some end not perverse. Who is there, at least among Christians, who recognizes any holiness at all in abstinence from wine, once every other good end is removed? The Turks abstain from wine; many other nations abstain. No one would say that abstinence from wine constitutes holiness.*" Abstinence from wine, if vowed simply because it is abstinence, contains no holiness at all in itself, at least by natural necessity. But one who vows it does not vow it as though some sanctity resided in the mere absence of wine; rather, one who vows it to God takes it up as a means by which he might restrain his own concupiscence, and subject it to the spirit; and might dispose himself more securely to keep the law of God, and more easily and abundantly obtain from God the heavenly aids by which he might govern his appetites. This is what the vows of Catholics aim at. What, then, does this heresiarch slander in Catholics who vow abstinences and fasts to God? We do not recognize sanctity in fasting as such; but we call fasts holy insofar as they are instruments by which the sanctity of the soul is either acquired or increased — chiefly through charity, and the theological virtues — if the fasts are directed to God's glory. What superstition is there in this?

III. Calvin distinguishes four kinds of vows, of which two look to time past, whereby we either testify our grateful spirit toward God for benefits received, or, exacting punishment from ourselves for sins committed, seek to soften the divine vengeance — the former he also calls exercises of thanksgiving, the latter, of penance. The other two kinds look to future time, whereby we are rendered more cautious concerning some evil already committed, or spurred on to some good. "*To future time,*" he says (n. 5), "*belong those vows which partly tend to render us more cautious, partly to spur us on, as it were by certain goads, to duty. Someone sees himself so prone to a certain vice that in an otherwise indifferent matter he cannot restrain himself, but immediately slides into evil; he will do nothing absurd if he cuts himself off, by a vow, from the use of that thing for some period. As, if someone recognizes that a certain bodily adornment is dangerous for him, and yet desires it with vehement allurement — what better could he do than free himself from all doubt by imposing a curb upon himself, by vowing to abstain? Likewise, if someone is forgetful, or slothful, in the necessary duties of piety, why should he not, having undertaken a vow, sharpen his memory, and shake off his sluggishness? In both cases, I admit this has the appearance of a kind of pedagogy; but for this very reason — because they are aids for weakness — they are employed by the rude and imperfect, not without some benefit. Accordingly, we should say that vows which look to one of these ends, especially in external matters, are legitimate, provided they are supported by God's approval, and are limited according to the measure of grace given us by God, and suited to our calling.*"

IV. I wished to quote this at greater length than perhaps was strictly necessary, so that I might draw arguments against Catholic vows from Calvin himself, rather than from elsewhere, to stop his own slanderous mouth. For at the beginning of this chapter, discussing the vows made in the Catholic Church, he said this: "*Moreover, so that it may better appear how grievous a mischief has been brought in by vows, let readers keep in mind the principles laid down earlier. For we have taught, first, that whatever can be desired for establishing a pious and holy life is contained in the Law.*" From this arises a difficulty concerning

vows made otherwise than by the express word of God — where are they to be placed? Let Calvin tell us now: is it held by the express word of God in Scripture that one may vow abstinence from choice foods, and from splendid attire? Let him tell us where it is expressed that the forgetful and the slothful should take up vows, by which, sluggishness shaken off, they might become more diligent in the duties of piety owed to God. Let him tell us how he himself can know that such vows are suited to his calling, and to the gift of divine grace. Are all these things defined by the express word of God? If he says yes, then why does he rail against Catholics for offering vain acts of worship to God through vows, contrary to the express word of God? If he denies it, why then does he find fault with Catholics for vowing to God things not explicitly found in Scripture? What more is there to say? If vows displeased God, he would certainly not command their observance, as in fact he does command in Ecclesiastes 5: "*If thou hast vowed anything to God, defer not to pay it: for an unfaithful and foolish promise displeaseth him.*" Likewise, Psalm 75: "*Vow ye, and pay to the Lord your God.*" And again, Psalm 55: "*I will render to thee sacrifices of praise... I will pay thee my vows, which my lips have uttered.*"

V. To evade these most manifest testimonies somehow, the Lutherans and Calvinists concede that vows may be made for a defined time, but not in perpetuity — since, says Calvin (loc. cit., n. 6), "*If you bind yourself by a perpetual vow, either you will grow weary from great tedium, and dislike it, or, worn down by its long duration, you will one day dare to violate it.*" He gives another reason: that such perpetual vows are contrary to Christian liberty — than which nothing more inept could be said. For if temporary vows do not conflict with the liberty of Christians, why should perpetual ones conflict with it? Tell me: where in Scripture is it expressly stated that it is lawful to make temporary vows to God, but not perpetual ones? Indeed, the perpetuity of vows is most clearly gathered from Scripture itself. For Hannah, Samuel's mother, dedicated a perpetual vow to God (1 Kings 1): "*And Anna, being in bitterness of soul, prayed to the Lord, shedding many tears... and made a vow, saying: O Lord of hosts, if thou wilt look down on the affliction of thy servant... and wilt give to thy servant a man-child, I will give him to the Lord all the days of his life.*" And this vow was so pleasing to God that he immediately granted the one who made it her request. If a mother can dedicate a perpetual vow to God concerning her son, how much more can the son himself concerning himself — since everyone has greater right over himself than a mother has over him! Moreover, to utterly demolish Calvin's sophistry: it is the slavery of sin that is opposed to the liberty of the sons of God — not the slavery of justice and honor, as the Apostle says (Rom. 6): "*But being made free from sin, you became servants of justice.*" The liberty of the new law, then, frees us from sin, and from the most grave yoke of vice. To this Christian liberty, the things that bind us to God are not only not opposed; they rather perfect it — as Augustine expressly says (Bk. On the Greatness of the Soul, ch. 34): "*This is the true, this is the perfect, this is the only religion, by which the soul is reconciled to God, whose greatness we inquire into, and by which it is made worthy of the liberty it seeks. For he alone sets us free from all things, whom it is most useful to serve in all things, and in whose service, to find favor, is perfect liberty itself.*" The vows which all Christians make even in baptism, even according to Calvin, are perpetual, and yet do not for that reason offend against Christian liberty. The bond of matrimony is perpetual, and graver than any vow, and yet it in no way conflicts with the liberty given us through Christ. Why, then, should a perpetual vow conflict with it? These wretched men do not understand that... to serve God is to reign. It is, indeed, often burdensome and laborious to pay vows made to God. But this happens both in temporary and in perpetual promises. What of the fact that Calvin himself recommends the making of vows to shake off sluggishness, and to spur on a torpid will? It could indeed happen that not a few of these vows would be violated. What of it? Did not Christ foresee the

difficulty of his law, and the innumerable transgressions of it, from its very promulgation? If the difficulty of keeping a promise, or the danger of violating it, ought to deter men from promising, no covenants would ever be made, no promises ever given. Vows which are made to God concerning things commanded by God himself are, Calvin admits, licit acts of religion; but not, he says, vows concerning things not commanded. He contradicts himself at every turn. He abstains from lavish living, from wine, and similar things — and vows to shake off sluggishness — are not about commanded matters. The vows that the Patriarch Jacob, Hannah, and many others recorded in Sacred Scripture made were not concerning commanded things, but free ones, as anyone who reads can see. And yet that these vows pleased God is gathered from the fact that he severely exacted their fulfillment. But we need not dwell longer on so plain a matter, especially since we shall discuss it further when the subject of monastic vows recurs.

Chapter II — A review of condemned opinions, and of the laxer views of certain recent authors

I. Among the propositions of Miguel de Molinos proscribed by Pope Innocent XI, two concern the subject of vows. The first is proposition 64 of the said propositions, and reads as follows: "*Fates concerning anything are impediments to perfection.*" The other: "*Obedience to superiors in externals, and the strictness of the vow of obedience, extends only to the exterior. In the interior, however, the matter stands otherwise, wherein God alone, and direct [inspirations], enter.*" Both propositions plainly contradict the holy word of God. It was shown in the preceding chapter, from Isaiah 19, that God is worshipped with sacrifices and vows: "*They shall make vows to the Lord, and perform them*" — from which the falsity of the first condemned proposition is clear. St. Paul likewise condemns the other (Hebrews 13): "*Obey your prelates, and be subject to them; for they watch, as being to render an account for your souls.*" If prelates must render an account for souls, they must necessarily have knowledge and oversight of their governance. But more on this in its proper place. Now certain opinions of some recent authors, which seem to us excessively lax, must be reviewed.

II. "*Can a married person, hindered by a vow, by an oath, or by spiritual kinship, from requesting the marital debt, request it whenever he is troubled by vehement stirrings of the flesh, lest he be exposed to the danger of falling into grave sins of lust?... I follow the affirmative opinion... if a married person is so troubled by vehement fleshly stirrings that he is exposed to the proximate danger of falling into the sin of fornication, or something worse, unless he requests the debt... For when someone, through the observance of a vow, exposes himself to the proximate danger of falling into some sins of lust intrinsically evil, requesting the debt from one's own spouse is not intrinsically evil; and then neither the vow, nor the observance of the vow, is manifestly a matter of the better good...*" etc., and much more to this effect in the very learned Quintanadueñas... "It seems to me exceedingly difficult now to deny all practical probability to the opinion of Quintanadueñas. So the most experienced casuist Gobat, with whom I rightly agree." Fr. Patritius Sporer (tract. 3, on the 2nd precept of the Decalogue, ch. 2, sect. 2, §3, n. 65, p. 234). See below, ch. 5, n. 12.

III. "*Is a vow of chastity, of the religious life, or of not marrying, made by one for whom marriage would be more salutary on account of incontinence, valid, and does it prevent marriage from being lawfully contracted? The negative opinion — namely, that such a vow is not valid, nor an impediment to marriage — can be argued for on these grounds... because a vow of chastity, or of the religious life, made by one whom the troubles of the flesh, and the frequent danger of ruin precede, is not concerning sufficiently suitable and just matter; indeed it is rather made*

contrary to St. Paul's counsel... The authors of this opinion would perhaps teach the same in the case where, having made the aforesaid three vows, or one of them, it would be more advisable, on account of frequent temptations of the flesh, and subsequent lapses into venereal matters, for someone to contract marriage... because what, prior to the vow being made, renders the promised matter unsuited matter for a vow, if it supervenes after the vow has been made, removes the obligation of the vow... Therefore these same lapses will invalidate the preceding vows... This opinion is probable speculatively... But I answer, probably, that the aforesaid opinion is also probable in practice... Here and now, such an opinion can also be embraced practically, in some sense, and safely by one who now finds it speculatively probable, speaking somewhat probably. The reason is that it is probable (whatever Diana may unjustifiably doubt) that what is here probable will also be practically probable. Therefore it can safely be held that marriage will also be, for him for whom it would be more salutary on account of his incontinence than remaining in religion or chastity, etc. Therefore he can, without dispensation, enter marriage." So expressly held the aforesaid John Sanchez. Leander a Santissimo Sacramento (tract. 9, on Marriage, disp. 23, q. 2 and 3, pp. 324 and 325). See below, ch. 5, n. 17.

IV. "*Sometimes a vow to run bulls in honor of the Saints can be valid, even in Spain... Whence in Spain we see canonizations of Saints solemnized with bull-runnings, in addition to solemn processions, thousands of Masses, and the like.*" John Martinez de Prado (Vol. II, ch. 31, §4, summary n. 30, and at the end of that number, p. 640). See below, ch. 5, n. 11.

V. "*A vow to perform an act of thanksgiving for a shameful deed already done is valid.*" Leander (tract. 2, on vows, disp. 4, q. 31, p. 341), from Filliucci (tract. 26, on vows, ch. 2, q. 6, n. 54).

VI. "*What of a vow to abstain from wine? It obliges under grave fault only if one drinks that quantity of wine which would suffice, for those using wine temperately, for a single meal.*" Castropalao (tract. 15, disp. 1, punct. 12, n. 21, p. 72). See Diss. 2, ch. 6, n. 1.

VII. "*It is probable that one who vows virginity is not bound to perpetual chastity, but only to preserve the integrity of the flesh, which that word 'virginity' properly signifies.*" Marín (tract. 9, disp. 3, sect. 2, n. 39), from Burghaber, cent. 1, case 59. See Diss. 2, ch. 6, n. 22.

VIII. "*If you vowed to redeem lost time, you included even moderate play, and likewise playing on behalf of another — since you would truly be playing away time. You may not, however, play through another, though by watching you lose time... If you made the vow with the end of avoiding quarrels, blasphemies, oaths... it will be lawful for you to play under another's name, or through another; indeed, it will even be lawful to play through another, even though these inconveniences might be feared, since in reality you are not playing.*" La Croix (Bk. III, part 1, n. 454, p. 175), citing Tamburini, Palao, and others. See below, ch. 5, q. 16, n. 48 and following.

Chapter III — The notion of the vow, and the conditions required for it to be lawful and valid

I. Before I present the notion, or definition, of a vow, I set forth first the various meanings of this word. The name "votum" derives from the verb *vovere*, "to vow." Now to vow is the same as to promise — not to anyone, but to God or to the Saints. "To promise," "to pledge," "to engage" are words by which we disclose to men, or to God, the desires of our mind, and bind ourselves. "To vow," however, properly signifies to promise something to God, since a vow is an act of religion, by which we worship God. The word "votum" is also often taken for "desire" ["wish"]. Hence those who obtain their desires are called "compotes voti" ["having attained their wish"]. "To make vows" (*vota facere*) not

infrequently means the same as to pray, or to wish; and pious desires are called "vota," and are sometimes even used for the very resolve of the will. From these various meanings, we must now establish the genuine notion of the vow, which shall be the subject of the disputation to follow.

II. St. Raymond (in his Summa, Bk. I, on vows) gives this definition of a vow: "*A vow is a deliberate promise made to God concerning a better good.*" This definition differs little from that which theologians commonly give, following St. Thomas (II-II, q. 88), which is as follows: "*A vow is a deliberate and spontaneous promise made to God concerning a better good.*" Five conditions are commonly assigned to a vow. The first is deliberation, whereby the intellect weighs and considers the burden to be undertaken. The second is the resolve, or the will to promise, to bind oneself, and to carry out the promise. The third is the promise itself, which is customarily called a certain practical utterance of the intellect. The fourth, that this promise be made to God, to whom alone, as will be said below, vows properly so called are made. The fifth, that it be a promise concerning a better good — that is, concerning a matter pleasing to God, or a good of supererogation, which is not commanded — if a vow is taken strictly and properly. Although, as will be said below, a vow can also be made concerning a commanded thing, insofar as the commanded thing is constituted, by the one vowing, as matter of religion; and under this title, it can be called a better good, or a work of supererogation. But, as I said, when we come below to discuss the matter of a vow, this condition will be more fully explained from St. Thomas.

III. The conditions indicated must be explained. And first it must be noted that no words or signs at all are required for a vow to be complete, as the Angelic Doctor teaches (loc. cit.), and St. Antoninus (Part II, tit. 11, ch. 2). "*It is not necessary,*" he says, "*for the promise to be expressed in words; but it suffices to have promised in the heart*." For that reason, words, signs, or nods, by which the internal feelings of the mind are made known, are necessary for a promise made to a man — because man does not see what is in the heart, as God does. Wherefore a human promise, to be accepted, needs words or signs; a vow made to God does not. This, however, is said so that we may explain the nature of a vow. In practice, however, it will always be advisable, both for firmer memory and for a clearer declaration of the vow, to express the vow in words — as David is read to have done (Ps. 65): "*I will pay thee my vows, which my lips have uttered.*"

IV. Theologians dispute, not without difficulty, in which act — of the intellect, or of the will — the essence of the vow consists. We will free ourselves from this difficulty briefly. All agree that several acts, both of the will and of the intellect, are required beforehand for a vow. If you look to the essence of the vow, it consists in a practical act of the intellect. For a vow is a private law, whereby someone binds himself to God to do something; and orders and directs what he imposes on himself to be done, to God's honor and glory. Now to direct, and to order, is an act of the commanding intellect; yet it carries with it the resolve of the will. How the resolve of the will, which moves, precedes the very acts of the intellect, will be discussed elsewhere, when the internal acts come to be outlined.

V. Question I. *How much deliberation is required for a vow?* Response: All, to a man, affirm that deliberation is necessary for making a vow. But since deliberation, or freedom of action, can be imperfect and only half-complete, or, on the other hand, perfect and full, the question here is which of these is required for a vow. The most common opinion is that full and perfect deliberation is required. This perfect deliberation consists in the one vowing being fully master of himself — that is, that he advert to, and know, what he is promising. For this perfect and full deliberation, a long and

lengthy discussion of all the surrounding circumstances is by no means necessary. Nor does this perfect deliberation suffer from any disturbance or agitation of mind whatsoever — only from that which clouds the mind, and removes the light of reason. Otherwise, if any agitation of mind at all removed the necessary deliberation, very few vows would be found valid — since very many vows are made either in a spirit of devotion, or under the vehement impulse of some desire, or of anger, or of fear — all of which, though occasions, are nonetheless not the cause of the vow's invalidity. That freedom, then, which suffices for committing a sin, or for completing a contract, or some other grave business, is not doubted to suffice also for making a vow. Deliberation, then, can be considered in two ways: as it is opposed to a sudden impulse — which they call the "first movement" — and as it implies a serious discussion of all the means which might either advance or delay the deliberated matter. Deliberation taken in the first sense is necessary for a vow; not so in the second.

VI. Question II. *Must sudden, hasty vows be fulfilled?* Response: Vows, even if made suddenly, are valid, since, as has been said, they flow from a deliberate will. Such vows, however, are marked by imprudence. But if they are valid, they undoubtedly induce an obligation. Such a sudden making of a vow, moreover, gives just cause to seek either a dispensation, or a commutation. That someone, having made a vow, immediately repents of it, does not thereby prove the vow invalid — since it is not uncommon for many things to displease us as soon as they are done, even though conceived and carried out with full deliberation. If, however, the vow proceeded from some vehement disturbance, whether of anger or of fear, and the one vowing immediately repented of it, this would be no slight argument that the vow was invalid. No precise rule, however, can be assigned. For deliberation is an internal act, and can only be gathered from external signs. From various conjectures and circumstances, then, such vows are to be declared valid, or invalid. One rule alone is certain: that vows should be made only with great weighing and discussion. For they are private laws, which, before being enacted, ought to be brought to a severe examination of all the circumstances. Wherefore we say, with the most common opinion of theologians, that those who make vows of great import with only slight consideration sin, at least venially. For the greater the burden to be undertaken, the more mature the consideration, the more serious the discussion, and the more prudent the deliberation required. Hence it is said (Ecclesiasticus 5): "*It displeaseth God, and a foolish promise.*" A promise is called foolish which lacks prudence and deliberation.

VII. Question III. *Does one who rashly makes a vow of great import sometimes commit a mortal sin? And is a vow made with such a sin valid?* Response: The gravity of any inconsideration is taken from the greater or lesser importance of the matter to be undertaken. A vow, by its very kind, is a grave matter entered into with God. It can become light on account of the lightness of the matter. But if the matter is grave, it will always be most grave. It will therefore be culpable to omit, more or less, the due consideration, according as the vow made will have been of greater or lesser importance. That a mortal sin should ever occur here, however, I would say, in my own opinion, is never the case. Sánchez, Suárez, and Lessius maintain that a mortal sin does occur, when the one vowing, taught by experience, foresees that he will transgress the vow he is making without due consideration. This opinion is rejected by the theologians of Salamanca (tract. 27, ch. 1, punct. 1, §2, n. 13), on the grounds that the danger of transgressing a vow arises equally when a vow is made with perfect deliberation. For one who vows precipitately exposes himself, on account of his own frailty, to the danger of promising impossible or unlawful things. For to promise such things to God is a grave sin. It will therefore likewise be a grave sin to expose oneself to the danger of promising similar things.

They add, however, that a mortal sin can occur when one exposes himself to this danger by vowing without consultation and precipitately, foreseeing such a danger.

VIII. I judge both the first and the second opinion to be false. Do not all agree that perfect and full deliberation is required for a vow? One who vows precipitately, with only half-complete deliberation, vows nothing. If the lack of full deliberation excuses from the vow, it will, with even greater reason, excuse from the aforesaid danger. What then? Will deliberation be imperfect with respect to the vow, but full with respect to the danger? These are paradoxical claims. For one who, with full light and deliberate will, foresees the danger, also sees what he is vowing. But if the inconsideration is such as to impede freedom and full deliberation, the one vowing vows nothing at all. How, then, can it be true, as the theologians of Salamanca say, that the one vowing exposes himself to the danger of promising unlawful or impossible things — if, indeed, he vows nothing, and promises nothing, on account of the lack of the necessary and full deliberation? He sins, then, only venially, on account of the lack of due consideration and reflection — a crime of mere imprudence, which does not exceed the bounds of venial malice. Men are, therefore, to be dissuaded from such vows, and instructed that, before making vows, they should give more serious thought to their own strength, inclinations, circumstances, and state in life. As for the second point — that one who, after experience of a violated vow, vows the same thing again, even with full deliberation, sins mortally, even though nothing prevents him from fulfilling the vow to God — this is likewise clear to be false. For such a vower always makes his vow with the intention of showing God worship, in order to restrain himself from vice. It is, therefore, solely a crime of imprudence and inconsideration, which does not exceed the bounds of venial malice.

IX. Question IV. *When a vow is valid, and the one vowing is bound to fulfill it, does nothing prevent that vow from proceeding from some fit of anger, fear, or other passion, as if from an occasion, and consequently occurring with some accompanying half-deliberate fault?* Response: This is affirmed, since such a fault neither removes the deliberation necessary for the vow, nor infects the vow itself.

X. Question V. *Does full deliberation suffice for any vow, even one concerning a slight matter, or is virtual deliberation sufficient?* Response: Some affirm, among whom the theologians of Salamanca are counted (loc. cit., n. 15), citing St. Antoninus (Part II, tit. 11, ch. 2, notab. 6), that a sudden vow does not oblige to a perfect sin, nor to a perfect good. This, however, is false: for regardless of how the matter stands, I answer that full deliberation is required for any vow, however slight the matter, and that half-complete deliberation does not suffice. For any vow whatsoever is a private law, whose nature the magnitude or smallness of the matter in no way alters. Such a vow, by its very nature, obliges gravely. Even granting (the opposite of which we shall show below) that, by reason of a slight matter, it induces only a light obligation, this in no way prevents it from being a true law — and a private law, by its very nature, requires perfect deliberation. A venial sin (as the previous argument runs) can be committed by only half-complete deliberation, because the act is, by its own kind, imperfect in the moral order; but any vow whatsoever, whatever its matter, whether great or small, demands, in the order of religion, perfect deliberation, or actual freedom — this consideration removed, whatever else is perfect [would not matter]. But this author establishes no reason from this at all. In another part of his little work, he shows little regard for authority.

XI. Question VI. *Does a firm resolve, or any kind of simple willing, constitute a vow?* Response: Some canonists teach that a resolve alone suffices for a vow. The common opinion of theologians and

canonists is the contrary — since a resolve is nothing other than the will to do something; a resolve is indeed a prerequisite for a vow, but the nature of the vow does not consist in it. Concerning the second part of the question, there is not a single unanimous opinion among theologians. What all agree on is that the violation of no resolve, however efficacious and firm, is a mortal sin. There is dispute about venial fault. Not a few — Lessius (Bk. II, ch. 41, dub. 4), Angles (s.v. *Votum*, n. 1), Prado, Raphael de la Torre (II-II, q. 88, art. 1, disp. 7) — hold that no fault at all is committed in the violation of a resolve, since the very nature of a resolve indicates that it obliges no one, and it remains free for anyone to alter their plan at will. For in those things which men impose on themselves, their freedom always remains, so that they can, according to their own choice, change their resolve. This teaching follows St. Thomas here, art. 1, ad 1: "*Those who propose to do something have not yet begun to do it, but only intend to do it in the future; whereas one who promises has already begun, in a certain way, to show that he will fulfill what he promises — just as one who puts his hand to the plough has already begun to plough, even though he has not yet finished the ploughing*." This opinion of St. Thomas's is very frequently invoked by the Fathers in support of a vow's resolve. Whenever Augustine indicates the violation of a vow, he calls it a falling away from resolve — a "transgression," as he says. In the same way Bernard and Gregory speak. That the breaking of a resolve is not free of venial fault is held by other Fathers, who cite that saying of St. Bernard (Epistle 9): "*Whoever has made a good resolve to do something has made it unlawful for himself not to do what he could have done*." This opinion of St. Thomas's is used to argue for an inconstancy, a levity, and, so to speak, an unfaithfulness. That it is false is denied, however. Nay, I myself judge that some fault does occur, if someone, without any cause, departs from a good resolve — not indeed on the ground that he thereby violates the obligation, which we have said does not exist, of the resolve; but on account of that general principle: that not to advance in the way of the Lord is to fall behind. Everyone, then, ought to take care to carry out what he has resolved, unless reasons arise that suggest the contrary. And although this is not a binding law, nor does it bind the debt of fidelity, such a change can with great difficulty be cleared of the taint of inconstancy and fickleness on the part of the one changing. And to this extent, perhaps, we can in no way condemn the first opinion; and in this sense we by no means reject it.

XII. Question VII. *Does the essence of a vow consist in the use of the word "promise" — and does what has been promised differ from a resolve carried out?* Response: The most common opinion of theologians holds that a vow consists precisely in the falling due of a promise made to God. The reason is drawn from Scripture itself, which describes a vow through the term "promise." For it is said (Deut. 23): "*When thou hast made a vow to the Lord thy God, thou shalt not delay to pay it... thou shalt do according as thou hast promised*." Likewise (Ecclesiastes 5): "*If thou hast vowed anything to God, defer not to pay it: for an unfaithful and foolish promise displeaseth him*" — and further on: "*it is much better not to vow, than after a vow not to perform the things promised*." A vow, then, is explained by Scripture through the term "promise." All alike affirm this. For this distinction to become clearer, however, the notions of both must be set forth. A promise is customarily defined thus: "*An act by which someone intends to do something, his own obligation having been undertaken toward another.*" This definition explains the common meaning, or nature, of a promise. For the promise of a vow is a particular act by which someone binds himself to render something to the worship of God; a resolve, however, as is commonly said, proceeds from a deliberation to do something; or, as this common definition explains, a resolve proceeds from the deliberation of the thing to be done; a promise, from the deliberation of accepting an obligation, and imposing it upon oneself. Theologians dispute to which power of the soul a promise pertains. Fr.

Suárez (Bk. I, ch. 13) treats this question at great length, which we judge it best to pass over, since it appears to us of no great importance. We say only, following St. Thomas (II-II, q. 88, art. 1), that a promise pertains to the intellect — for it is a practical utterance, or command, by which a man directs himself toward God, or by which he binds himself to him. For through a vow, which consists in a promise, a man raises himself up toward God. Now to direct and to order pertains to the intellect, not to the will — whatever Suárez may assert to the contrary, following Scotus, whose objections I now pass over in silence, since they are not of such weight that I ought to spend more time examining them.

XIII. Question VIII. *What resolve is required for a vow to be valid?* Response: All, to a man, admit the necessity of a resolve for the validity of a vow. The disagreement concerns only the quality of the resolve, or of the intention and deliberation. For the resolve of the one vowing can be considered in different ways. First, if he has a deliberate resolve to promise, and to bind himself (in other words, to promise and to vow), and has a deliberate mind not to vow. Second, if someone has the resolve to vow, and to bind himself, but at the same time has a deliberate will not to carry out the promise. In a third way, the one vowing can be considered insofar as he has the intention, or resolve, to promise and to fulfill the promise, but without the intention of binding himself.

XIV. The common opinion is that one who vows in the first manner makes no vow at all, since he only wishes to trifle with words. In confirmation of this opinion, the theologians of Salamanca (tract. 27, ch. 1, punct. 1, §3, n. 14) adduce this authority of St. Thomas, from Bk. IV of the Sentences, dist. 38, q. 1, art. 1, qc. 1, ad 1: "*A promise made only in words, and in the heart, to God, is not a vow.*" This authority of St. Thomas is, however, cited only in part, and does not express the Doctor's true mind; for the Angelic Doctor immediately adds: "*Yet man can be sufficiently compelled to promise by a certain interpretive coercion... although he can be compelled simply to an exterior promise, as also to other exterior acts of the will, he cannot, however, be compelled to an interior promise.*" The opinion of St. Thomas, then, is that if someone, under compulsion, uttered the exterior words that express a vow, he would make no vow at all — since a compelled exterior promise, if the one vowing lacks the positive will to promise, is a mockery, and a mere shadow of a promise. But if someone had a positive, deliberate mind to promise, and, with this deliberate will, spontaneously and freely uttered the words of a vow — even though, with another intention, he did not wish to bind himself — it seems to us probable that such a person does make a vow; because that internal, efficacious intention, or resolve, contains a vow, and necessarily carries with it the will to bind oneself. For whoever, seriously and with a deliberate mind, with no one compelling him, utters the words of a vow, freely wills and deliberately promises — or deliberately makes a vow. As for the intention which would elicit the opposite — namely, that by which the one vowing refuses to bind himself — whether it can prevail against that former, efficacious intention, I leave to be disputed by others, since this is more a discussion for the author's own scrutiny; I abstain from it here. This much I will add for practical purposes: that one who, with a deliberate mind, without any interior resolve, would utter the words of a vow, could not, in the opinion of all, I think, be excused from any fault whatsoever. For if a mocking and deceitful promise made to men is not free of fault, how much more vicious will a promise full of deceit and guile, made to God, be?

XV. Those who vow in the second manner — namely, with the intention of promising, and of binding themselves, but with the will not to fulfill the promise — although Valentia (Vol. III, II-II, disp. 6, q.

6, punct. 1) says that such vowers do not make a vow, the most common opinion is that they do elicit a true vow; since the essence of a vow is completed by a voluntary promise, made with both the intention to promise and the intention to bind oneself. A vow is a private law, which is enacted by the legislator with the will to bind, without the will to carry out [immediately]. It can, quite well, be asked. But the latter — the resolve not to fulfill — is not efficacious, and cannot nullify the first two elements — of promising and of binding oneself, that is, the very practical command by which the vow is commanded, and directed toward the worship of God. Wherefore one who promises marriage, or who receives holy orders, with the will to act against them, validly contracts marriage, and validly receives holy orders... receives holy orders — even though he did not have the will to fulfill what he promised; nevertheless he is bound to fulfill his promises. But such cases scarcely arise in practice.

XVI. You will object: St. Thomas says that a promise proceeds from a resolve, and the will to fulfill the promise constitutes the essence of the promise. If, then, the resolve to act is lacking, the promise itself is lacking. What more is there to say? If someone promised a man something, and immediately added that he had no intention of fulfilling it, would he not be held a mocker, not a true promiser?

XVII. Response: St. Thomas, when he says that a promise proceeds from the resolve to make the promise, is speaking of a perfect promise; and when he says that three things are required for a vow — deliberation, resolve, and promise — he is speaking of a vow according to the regular and common norm of vowing. But when some condition is lacking which pertains neither to the essence of the vow, nor of the promise, the vow is not destroyed, but remains merely imperfect. Now the condition of fulfilling what is promised, or vowed, in no way pertains to the nature of either the promise or the vow; it is external and incidental to it, and therefore cannot destroy the vow. What is added, then, is beside the point. To be sure, if someone promised, and immediately added that he refused to fulfill the promise, he would not be a true promiser, but a mocker. But if he promised sincerely and deliberately, as we are now discussing, he would be compelled to hold to his promises, and to fulfill them.

XVIII. One who vows in the third manner is bound by the vow. For one who vows and promises with a sincere and deliberate mind really wills all those things which are necessarily included in the vow and promise itself. Now in a true vow and promise is included the obligation of carrying out the thing promised. In the same way that someone deliberately wills some cause, by that same will he necessarily wills to attain that cause's effect. Can one who deliberately commits a rape reject vengeance? This opinion is upheld by Sotus (Bk. 7, q. 1, art. 1), Suárez (Bk. I, ch. 3, n. 7), Azor (Part I, Bk. XI, ch. 13, q. 9), Sánchez (II-II, q. 88, art. 1), Aragón, Prado (Vol. II, ch. 31, q. 1), Bonacina (disp. 4, q. 2, punct. 1, n. 27), Lessius (Bk. II, ch. 41, n. 12), Trullench (dub. 1, n. 6), the theologians of Salamanca (tract. 27, ch. 1, punct. 1, §6, n. 24), and many others. Sotus (q. ult.) and Valentia (disp. 1, punct. 1) argue the contrary, on the grounds that whoever attaches a condition contrary to the substance of a contract renders that contract void. Moreover, a vow is a private law, which does not oblige beyond the legislator's intention.

This question is much ado about nothing, and to be dismissed among trifles: for either the hypothesis is chimerical, or it is true. For, granting the premise that someone really wishes to vow and promise — indeed, that he really does vow and promise, admitting, I say, this true and sincere will, which has already broken forth into the act of vowing and promising — the later will is a mere velleity, which cannot override the former, efficacious will. Since, moreover, it can scarcely, if at all, be

conceived that a man, master of himself, should sincerely and with deliberate mind wish to vow and promise, while simultaneously wishing not to bind himself, we pass over this question as an empty one.

Chapter IV — The last part of the definition of a vow is explained — a promise made to God — so that it may become clear in what sense it is said that vows are made to Prelates and to the Saints, and are discussed among Catholics and against the heretics

I. This dispute is carried on both against heretics, and among Catholics. Modern heretics, the Lutherans and Calvinists, just as they take away all worship from the Saints, likewise maintain that no vows, no promises, can be dedicated to the honor of the Saints in any sense whatsoever, without incurring the guilt of idolatry. Erasmus, in the dialogue entitled "The Shipwreck," pours scorn on the vows of sailors; and although he seems to rail furiously against ill-considered vows made out of fear of death by those who, to escape the jaws of the waves, flee to the Saints, he nonetheless proceeds most shamelessly to ridicule not only the vows themselves, and the very prayers offered to the Saints, but even attacks the Saints themselves, and prattles that the Most Sacred Virgin, invoked by sailors as though ignorant of navigation, cannot come to the aid of the shipwrecked; he blurts out that it is Venus, not the Virgin, who presides over the sea, and vomits forth much else against St. Thomas, Vincent, and Catherine of Siena, which it pains me even to recall. Elsewhere I have plainly shown that the Saints are to be honored and invoked by us. Now, however, the discussion concerns only vows. We do not deny to Erasmus and his companions that many ill-considered vows are, at times, dedicated to the Saints, extorted by human fear. But it is one thing to say that Catholics abuse vows on occasion; it is quite another to detest the vows themselves.

II. All Catholics teach, against the heretics, that vows can, in some sense, be dedicated to the Saints, and that this is a most ancient custom of the Church, as is gathered from Eusebius (Bk. XIII, Preparation for the Gospel, ch. 7), who says, in the name of all Christians approaching the monuments of the Martyrs: "*This we do, as messengers of true piety... we approach the monuments of Martyrs as friends of God, and we perform our vows, professing them, as it were, to holy men.*" Theodoret (Bk. VIII, To the Greeks) represents the images, or the members' likenesses, of vows offered by the lame, the blind, and other such afflicted persons who had received health from God through the patronage of the Saints. He says: "*They, having prayed piously and faithfully, and having obtained in large measure what they desired, testify to this by fulfilling their vows: some hang up images of eyes, others of feet or hands, fashioned from silver or gold.*" I could adduce much more, were it not readily available among theologians.

III. Setting aside, then, the various manners of speaking, we shall now explain the way in which vows may be said to be dedicated to the Saints — the manner which we find more probable, and which St. Thomas gives (II-II, q. 88, art. 5, ad 3), where he decrees that vows are properly made to God alone, in these words: "*To the third it must be said that a vow is made to God alone, and the promise itself is also made to God — but a promise can also be made to a man, as it is a certain virtuous work. And in this way is to be understood a vow whereby someone vows something to the Saints, or to Prelates — namely, that the promise itself made to the Saints, or to Prelates, falls under the matter of the vow, insofar, that is, as a man vows to God that he will fulfill what he promises to the Saints or to Prelates.*" Two promises, then, though not distinguished in words, must in fact be distinguished. One is that whereby someone promises to perform some work in

honor of a Saint; and this promise is not a vow. The other is the promise made to God, whereby someone pledges to God that he will fulfill what he promised in honor of the Saints; and it is in this second promise that the vow consists. From this it follows that vows are properly dedicated to God alone, under the auspices of the Saints — since a vow is an act of religion, and of the worship of latria, which is owed to God alone. This brief and clear teaching of St. Thomas alone overthrows all the fabrications of the Lutherans and Calvinists against vows dedicated to the Saints.

IV. What has been said does not prevent vows from being said to be dedicated to the Saints themselves, if the term is used in a broader sense. For the heretics themselves are forced to admit that the term "vow" extends more broadly, and is not restricted to an act of religion alone. For pious desires and prayers are very often called "vows," both in the Scriptures, and in common speech, and even in the writings of the pagans themselves. There is no reason, then, for the heretics to cavil that we commit the crime of idolatry when we dedicate vows to the Saints — if we openly testify that the vows we dedicate to them are not vows properly so called, nor acts of religion, that is, of the worship of latria, but of a far lower kind. Sacrifice is never offered to the Saints, since the term "sacrifice" is not as broad as the term "vow." For in the common estimation of all, "sacrifice" signifies an oblation owed to God alone; nor is it extended to signify gifts offered to creatures, as "vow" is. We dedicate "vows," then, to God, as the first and supreme giver of all good things, as a token of a grateful mind for benefits received, or to be obtained; we offer "vows" to the Saints as intercessors, through whom we trust to receive benefits from God more easily.

V. When Catholics, then, vow to the Blessed Virgin, to St. Augustine, to St. Benedict, to St. Francis, or to St. Dominic, the genuine sense is that they vow to God in the presence of these Saints, as witnesses, patrons, and helpers, to implore divine aid, by which the vows made may be fulfilled. What, I ask, is there of idolatry in this? Similarly, one who promises obedience to a Prelate, or vows to render or offer something to a hospice, vows to God, although he promises to obey the Prelate — which promise, as it concerns the Prelate, is not a vow, but the matter of a vow; nor, in the aforesaid vow, does the one honoring the hospice intend God, although the vow made to God is directed toward the benefit of that hospice.

VI. You will object: When we dedicate vows to the Saints, do we not thereby honor and worship the Saints themselves? Our vows, then, concern the Saints themselves, and consequently we offer our vows not to God alone, but to the Saints as well. Response: The solution is clear from what has been said. We dedicate vows, properly so called, as they are taken in the sacred Scriptures, to God alone. We offer to the Saints promises, which are not vows, but the matter of vows. We honor and worship the Saints as witnesses and intercessors of our vows, or as those who obtain for us from God the aids by which we may be able to fulfill our vows. Cajetan adds that vows are not made to the Saints considered as creatures endowed with reason, but insofar as God dwells and resides within them through glory; so that the vows said to be made to the Saints are made to God residing in the Saints. This solution does not depart from St. Thomas's teaching, as Suárez indicates (Bk. I, ch. 16, n. 5). For Cajetan, by this solution, or distinction, confirms the teaching of the holy Doctor: for if the vows dedicated to the Saints are made to God residing in the Saints, it is plain that a vow, properly taken, is made to God alone. The worship, however, that is offered to the Saints in these vows, taken in their broad meaning — those which are really only promises — does not proceed from the virtue of religion, or the worship of latria, but only of dulia. More clearly: it is not a merely civil and human

worship, nor is it a worship of latria owed to God alone, as the supreme, sole Godhead, the principle and giver of all goods; but it is a worship customarily called dulia, which we offer the Saints on account of the singular excellence with which they have been endowed by God. And when we dedicate such vows to them, we do not recognize them as distributors of graces and aids, but as mediators and intercessors before God and Jesus Christ his Son, who is our true and only mediator and redeemer. For all — whether Angels or Saints — intercede for us before God solely by virtue of the merits of Jesus Christ. As for the further objection commonly repeated — that, by the same reasoning by which vows are offered to the Saints reigning in heaven, they could likewise be offered to saintly persons still living on earth — this is an empty sophism. For those who dwell with us on earth are neither confirmed in grace, nor in glory; they may be holy now, and cease to be so later. Besides which, we cannot know for certain that anyone clothed in this mortal flesh is holy; we only piously believe it of someone. But we know for certain that those reigning with God in heaven will never lose their sanctity; we know for certain that they are confirmed forever in grace and in glory.

Chapter V — On the matter subject to a vow. The true meaning of that phrase, "a better good," is explained. The vow not to marry, and Leander's opinion, teaching that a vow of chastity is never valid on account of subsequent temptations and lapses, is refuted as lax and improbable

I. All agree that the matter of a vow must be something honorable, possible, free, not indifferent, and not an impediment to a greater good. For in any vow, two actions occur: one material, which constitutes the vow — such as fasting, sacrificing, and the like; the other formal, which is the promise to carry out the material action; and this promise made to God is an act of religion. All this will be explained in the following little questions.

II. Question I. *Can things prescribed by human or divine law be the matter of a vow?* Response: For the negative opinion, the theologians of Salamanca (tract. 27, ch. 1, punct. 2, n. 30) cite St. Antoninus (Part II, tit. 11, ch. 2, §1), Sylvester (s.v. *Votum*, q. 4). But it must be affirmed that these authors are not correctly cited by the theologians of Salamanca, since they teach the entirely opposite view: they merely distinguish, with St. Thomas, a commanded or necessary thing from free matter, and establish that a necessary work is not the matter of a vow, but a free one is. But whatever is commanded, whether by human or divine law, though it may be necessary for salvation insofar as salvation cannot be obtained without it, is nevertheless free — both because man can refuse it, and because he can bind himself, under a new title, to its observance. Or, more briefly: they distinguish a twofold necessity — one absolute, which is incompatible with a vow; and another, the necessity of the end, which necessity is imposed on an absolutely free work, and is necessary only in the sense of being required for the attainment of some end. This is the teaching of St. Thomas (II-II, q. 88, art. 2): "*Because a vow implies a voluntary promise, and necessity excludes voluntariness, that which is absolutely necessary — namely, to be, or not to be — in no way falls under a vow; for it would be foolish for someone to vow that he would die, or that he would not fly. But that which does not have absolute necessity, but the necessity of the end — as, for instance, because without it one cannot be saved — does indeed fall under a vow, insofar as it is done voluntarily, but not insofar as it is a matter of necessity.*" This teaching is defended by St. Antoninus, Sylvester, Angles (s.v. *Votum*, n. 1), and Trovamala (s.v. *Votum*, n. 2).

III. The most common opinion teaches that all things prescribed by divine, civil, or ecclesiastical law can be the matter of a vow. This opinion is clearly drawn from Sacred Scripture, for it is said (Psalm 118): "*I have sworn, and am determined to keep the judgments of thy justice.*" It is likewise drawn from canon law — from the chapter *Ego*, on oaths, and the chapter *Cum Ecclesiis*, and the chapter *Significasti*, on elections. This is also established by the consent of all nations. For not only Christians, but pagans too, commonly confirm with oaths the covenants, pacts, and contracts to whose observance men are bound by natural and divine law. Why, then, should they not be confirmed by both vows and oaths together? For when confirmed by vows and by oaths, an additional bond of religion is superadded. Whence the barbarians themselves, if they break sworn covenants, believe they commit two crimes, specifically distinct — one against religion, the other against justice. The reason for this is, in the end, evident. A work imposed under precept is absolutely free, and is called necessary only by the necessity of the end, or of the obligation — a necessity which Trovamala himself calls a conditional, or suppositional, necessity, which does not exclude freedom. Nothing, then, prevents us from binding ourselves by a new bond of religion to perform a work already imposed under precept. For precept in no way removes freedom from the will; rather, it presupposes it. Why, then, could this same commanded work not become the matter of a vow — such that what is owed under the title of law, divine or human, should also be owed under another title, namely, that of religion? Citation of authors is superfluous here, since this is the most common opinion.

IV. Question II. *Is the promise made at the reception of baptism, to renounce the devil and his pomps, a vow?* Response: St. Raymond (title on transgression, p. 34) says: "*Of vows, some are of necessity, others of will. Vows of necessity are those which every man is necessarily bound to fulfill, whether he vows them or not — as to renounce the devil, and all his pomps... to this everyone binds himself at baptism: and hence, whoever afterward sins mortally is a transgressor of this kind of vow: and therefore is bound to do penance for that sin, and additionally for the transgression [of the vow]. But say that a penance is not to be imposed on him as for different mortal sins, but as for one, aggravated by the circumstance of the transgression of a vow.*" Having the baptismal promise as a vow, in this broad sense, its transgression does not constitute a distinct mortal sin, but only a sin graver within its own kind. St. Thomas teaches the same (Bk. IV, dist. 38, art. 2, q. 1, ad 3): "*The transgression of a common vow does not make a special sin, but adds a special deformity to the sin.*" For a baptized person sins more gravely by committing the same kind of sin. The same is taught by Antoninus (Part II, tit. 12, ch. 15, §1), Cajetan (II-II, q. 88, art. 2, dub. 2), and theologians commonly. The promise made at baptism can, then, be called a vow, though in a broad sense — a vow whose transgression, as a law, is stained with the taint of a peculiar deformity.

V. Question III. *How is that phrase, "of a better good," to be understood?* Response: Something can be called a "greater," or "better," good in two ways. First, comparatively to another good — as it is better to give alms to a poor person than to fast; better to help a girl in peril than not to help another poor person exposed to no danger to her soul. Second, comparatively to the contrary omission of the same good — as it is better to give alms than not to give it; better to fast than not to fast; better to preserve chastity than not to preserve it. For something to be suitable matter for a vow, it suffices that the good in question be a "better good" in this second sense. For if it were required to be a better good comparatively to another good, it would follow that no vow would be valid unless it concerned the most perfect of all works. Authors do not speak on this matter with sufficient clarity. The theologians of Salamanca report two opinions as though contrary: one teaches that a better good must, absolutely, and in whatever way considered, be a work of supererogation; the other maintains that

this is not required, but that it suffices that it be a work of supererogation, or of precept, provided it is not the contradictory opposite of it. There is, however, no real disagreement between these opinions, if the authors' true meaning is sincerely explained. For St. Thomas, and others, when they assert that the matter of a vow is a work of supererogation, are speaking of the matter of a vow taken precisely and strictly, as he clearly explains himself (Bk. IV, dist. 38, q. 1, art. 1, qc. 2): "*If a vow is taken according to its proper nature, it properly concerns those goods to which not all are bound, which are of supererogation; and therefore they are called 'better goods,' because they are added to those goods without which there is no salvation; and therefore a vow properly taken is said to concern a better good.*" Nor does the Angelic Doctor thereby exclude commanded works from the matter of a vow; rather, he openly includes them (II-II, q. 88, art. 2): "*That which does not have absolute necessity, but the necessity of the end — as, for instance, because without it one cannot be saved — does indeed fall under a vow. But that which is in no way necessary falls most properly under a vow,*" the Angelic Doctor concludes in the same place. In brief: works of counsel, or of supererogation, are, as the Angelic Doctor says, most properly the matter of a vow; and indeed men commonly make vows about matters of counsel. But commanded works are sufficient matter for vows as well — that is, vows can also be made concerning them. No one has any right to depart from this teaching of St. Thomas; and, so far as I have been able to gather, no one does depart from it. For St. Thomas grants that the commandments themselves become, under a new title, the matter of a vow; while the evangelical counsels, or those reduced to them, are more properly — indeed, as he himself says, "most properly" — the works subject to a vow. Who would dare call this into controversy?

VI. Question IV. *Is a vow concerning matter opposed to the counsels valid?* Response: It is certain, and agreed among all, that all those things absolutely opposed to the evangelical counsels are not subject to vows, being no fit matter for them; and consequently there are no valid vows not to fast, not to lend, not to give alms, not to enter religious life, and the like of this kind. For such things cannot please God, since they are an impediment to greater perfection — and this St. Thomas expressly teaches (q. 88, art. 5, ad 2). Circumstances can nonetheless arise such that a work which is absolutely opposed to the counsels is not, in that particular case, opposed to them. For instance, not lending to one's neighbor is absolutely opposed to the evangelical counsel; but not lending on such-and-such an occasion can be a work not contrary, but rather consonant, with the evangelical counsel — as will be more fully explained below. If someone stubbornly and obstinately vowed to omit works of counsel, he would sin mortally, since he would be showing contempt for the evangelical counsels. It should be added that certain counsels frequently become precepts on account of some circumstance. One who, however, out of levity or ignorance, made two or three such vows, would not exceed the bounds of venial fault. This is common doctrine among authors.

VII. Question V. *Is a vow to contract marriage valid?* Response: It is invalid, according to the most common opinion of theologians — since it is opposed to the evangelical counsel. You will say: If someone swore to some girl that he would take her as his wife, would he not then, in justice, be bound to fulfill his oath? Why, then, would such a vow not likewise bind? The difference is self-evident. A betrothal, sworn and accepted by the girl, must indeed be fulfilled by the promiser in fulfillment of that oath. But a vow dedicated to God concerning the contracting of marriage is not accepted by God. What if someone promised to take as his wife a poor girl, or a prostitute? Not even in this case would the vow be valid — since the girl's poverty does not outweigh the greater good of celibacy, nor is marriage a means, in itself ordained, or altogether sufficient, for securing the spiritual

salvation of a prostitute. It must be judged otherwise, however, if someone vowed to take as his wife a girl he had deflowered; or if he vowed to marry a prostitute, on the condition that he intends at some point to contract marriage anyway — for in that case, either vow would be valid. A vow to contract marriage would likewise be valid whenever, as very rarely happens, marriage would be necessary for the common good of the commonwealth, or of a principality, to secure peace between princes, for the conversion of heretics, or for the enlargement of the Catholic Church. For in these cases, it is not so much the marriage as the common good that would be the matter of the vow. All this is common doctrine.

VIII. Question VI. *Does one who, tormented by the stings of concupiscence, vows to contract marriage, in order to avoid fornication and other acts of lust, vow validly?* Response: There are two extreme opinions. The first affirms that such a vow is valid, given the supposition that the one vowing is unwilling, or unable, to use other remedies to check the impulses of the flesh. Since, say the authors of this opinion, marriage was granted as a remedy for concupiscence, the Apostle saying: "*It is better to marry than to burn*." It will, therefore, be better to use this remedy; and consequently a vow to contract such a marriage will be a vow concerning a better good. This can be confirmed by the fact that if someone, having a concubine, vowed either to enter religious life, or to marry his concubine, he would, in the opinion of all, be bound to enter religious life within the year, if he did not marry her. Finally, a frail man, frequently succumbing to lust, is bound, by natural law, to contract marriage as a remedy for concupiscence, unless he has some impediment, so as to avoid further sins — given the supposition that he is unwilling, or unable, to use other remedies.

This opinion is defended by the theologians of Salamanca (tract. 27, ch. 1, punct. 2, §2, n. 40), citing in its favor Bellarmine (Bk. II, On Monks, ch. 14). But wrongly: for Bellarmine only asserts that it can sometimes be better for a certain person to marry, and consequently that the vow can be valid — as if he marries for the common good of the commonwealth, and the other reasons indicated above. He says not a word there about a vow to marry as a remedy for concupiscence. They also cite Navarrus, in his Manual, ch. 11 — but this is an error, for that reference is ch. 12, n. 43, verse 15; and even there this author, at least in the place cited, says nothing on this matter. They further cite Villalobos, Bonacina, López, Trullench, and Cajetan (II-II, q. 88, art. 2, concl. 6), who does indeed really defend this opinion, along with several others, among whom is Sylvius.

IX. The contrary opinion seems to me more probable — namely, that the aforesaid vow is invalid. And first, this is clearly established from St. Thomas's teaching. For the Angelic Doctor teaches that marriage was instituted for the office of nature, and for the procreation of offspring; but that it was permitted, by way of indulgence, for restraining concupiscence (Bk. IV, dist. 31, q. 2, art. 2, ad 2): "*If someone, through the marital act, intends to avoid fornication in his spouse, this is no sin at all, since this is a kind of rendering of the debt, which pertains to the good of fidelity; but if he intends to avoid fornication in himself, thus, according to this, there is a venial sin, nor is there any superfluity in it; for it is not for this that marriage was instituted, except by way of an indulgence which concerns venial sins*." And indeed the Apostle says: "*They that have not continency, let them marry: for it is better to marry than to be burnt*" — that is, than to burn with lust, or to fornicate, as the Fathers explain. But if marriage, as a remedy for concupiscence, is only permitted by way of indulgence, no one would dare deny that a vow is invalid which has for its object not a better good, but a good so imperfect that a venial sin is attached to it. But, setting aside this

opinion for the present — which we shall discuss more fully in the treatise on marriage — we establish our own opinion by a most cogent argument.

X. All theologians maintain that a vow to contract marriage, made absolutely, is invalid; and this all the authors of the contrary opinion admit, to a man. With even greater reason, then, will a vow to contract marriage as a remedy for concupiscence be invalid. I prove the consequence: marriage contracted as a remedy for concupiscence, even granting it to be good, no one would deny is a good far inferior to the good of marriage contracted for the office of nature. Therefore, if the vow of this latter kind is invalid, with greater reason will the vow of the former kind be invalid. Why does a vow to enter marriage for the propagation of nature — which is a great sacrament in the Church, and is often, and very frequently, advisable — impede a greater good, namely, the celibate life, to which the one vowing might be called by the inspiration of the divine Spirit? Is not that greater good equally impeded by contracting marriage to extinguish the ardor of concupiscence? Either, then, it must be conceded that a vow to contract marriage absolutely, and for the office of nature, is valid; or, if this is denied, as indeed all deny, it must likewise be denied that a vow to enter marriage as a remedy for concupiscence is valid. Finally, even after such a vow has been made — indeed, even after a marriage ratified but not consummated — one who vowed may still enter religious life. That vow, then, is in every respect null.

XI. The arguments of the contrary opinion collapse of their own accord. We grant that marriage, for the sole remedy of concupiscence, is a good, especially for a man troubled by the stings of the flesh. We grant that for this frail man marriage is a suitable and good remedy. What follows from this? If we said the vow was invalid because marriage as a remedy for concupiscence is not a good, our argument would prove something. But we say that although it is good, marriage nonetheless impedes a greater good — which is enough to invalidate the vow. Otherwise, if a vow concerning a good thing were valid, with even greater reason a vow to contract marriage for the office of nature ought to be valid — which is certainly a greater good than entering marriage for the extinguishing of concupiscence. What the theologians of Salamanca oppose in the second place is altogether inept. If someone made a vow to steal, the vow would be null, because theft is unsuitable matter for a vow — not merely because it is a lesser good, but because it is an evil thing; but to take a concubine in marriage is, in its own kind, a good thing, although it impedes a greater good. The difference, then, is evident. What they add in the last place — and it is astonishing that such things should be foisted on us by theologians — is of no greater weight: that someone may be bound, by natural law, to contract marriage, so as to avoid the sin of lust, by no means implies that he can place himself, by a vow, in a state of resisting the Holy Spirit, whereby he would be prevented from assenting to a call to a higher state. Let them note, then, the sophistical reasoning here. Someone can contract marriage to avoid the sin of lust. Let us even grant that he is sometimes bound to this — though I do not know whether such an obligation can actually arise, since very many other remedies for lust are available. But no one can, by a vow, render himself unfit to embrace a more perfect state, to which he may be called by God. The examples which the aforesaid theologians of Salamanca adduce (n. 45) we shall examine elsewhere. This, our own opinion, is defended by Sotus (Bk. VII, q. 1, art. 3), Prado (Vol. II, ch. 31, q. 3, n. 50), John of St. Thomas (II-II, disp. 29, art. 7, concl. 4), Aragón (II-II... ..., q. 88, art. 1), John of St. Thomas (II-II, on the 2nd precept of the Decalogue, ch. 2, sect. 1), Sporer (Bk. IV, tract. 4, ch. 2, n. 12) — although these last three, Palao, Layman, and Sporer, rather concede the contrary opinion: for they say that, under the virtual hypothesis that a frail man is unwilling to

employ other remedies, the vow is binding. But they produce nothing that is not already resolved by what has been said. Castropalao (tract. 15, disp. 1, punct. 18, n. 14), Sporer (tract. 3, on vows, dub. 1, concl. 6, n. 61), Layman.

XII. Question VII. *Can a married person, hindered from requesting the debt by a vow, an oath, or spiritual kinship, request it whenever he is agitated by vehement stirrings of the flesh, lest he be exposed to the danger of falling into grave sins of lust?* Response: Fr. Patritius Sporer, who proposes this very case (tract. 3, on the 2nd precept, ch. 2, sect. 2, §3, n. 65), says: "*I follow the affirmative.*" And he attempts to prove his conclusion in this manner, which it is worth quoting in his own words, lest we seem to misrepresent him: "*It is proved (he says) in the case of one who, after marriage, or before it, has vowed chastity. For just as a vow, according to the common opinion of the Doctors, following St. Thomas, must concern a better good, so too must its observance. But the vow, and its observance in the aforesaid circumstances, do not concern a better good. Therefore they do not oblige. The major premise is certain. The minor is certain too: for when, from the observance of the vow, someone is exposed to the proximate danger of falling into some sins of lust that are intrinsically evil, then non-observance of the vow (namely, requesting the debt from one's own spouse) is not intrinsically evil; it is manifest, therefore, that neither the vow, nor the observance of the vow, concerns a better good, etc.*" He adds: "*This and much more on this subject, the most learned Fr. Quintanadueñas... to which the most experienced casuist Gobat subscribes.*"

XIII. This opinion, in my own judgment, is not merely lax, but improbable — and, with all due respect to such great, most learned, and most experienced casuists, opens far too wide a path toward doing away with all vows whatsoever. For the patrons of this opinion teach, in express words, that a vow does not bind one who, through the rebellion of the senses, is so drawn to commit sins against the observance of the vow, that he feels himself placed in proximate danger of violating it. All vows of chastity, then, would be null, whenever men who have made them are provoked by lustful itching to fornicate and commit adultery. Married persons bound by a vow, or by some other bond, from requesting the debt, would then be able to request it, so as to avoid the crimes of lust. Why? Because the non-observance of the vow is not intrinsically evil, since requesting the debt, when non-observance of the vow, is a good thing. Why, then, would monks, and secular clergy alike, burning with the ardor of concupiscence, not be able to contract marriage — since entering marriage even as a remedy for concupiscence is no less good than requesting the debt to soothe that same concupiscence? Why, I ask, would a vow be invalid for a married person prone to lust? Why, in this man's case, would the observance of the vow not concern a better good? Because this observance is joined with the proximate danger of falling into lust. Then it will not concern a better good for a monk either — for the observance of a vow of chastity is likewise attached to a proximate danger of falling into lust. That vow, then, will not be valid either.

XIV. What can be said to this? Perhaps that the vow of chastity of monks and clerics is solemn, while that of married persons is simple. But that distinction is altogether irrelevant, and unsuited to our present purpose. For both a solemn and a simple vow must, as all admit, concern a better good. But, according to the most learned Quintanadueñas, Gobat, and Sporer, when a married man bound by a vow is urged by the sharpest stirrings of the flesh, and is in proximate danger of violating it, the vow then does not concern a better good. If, then, it does not concern a better good in a married man, neither will it, in a priest or a monk in the same proximate danger, concern a better good. But if this vow does not prevent a married person from being able to request the debt, or a priest or monk from

being able to contract marriage — since requesting the debt is good, just as entering marriage is good — but let us set aside the solemn vows of Religious, and turn our discussion to simple vows: will all the vows of chastity which so many Catholics make be null, whenever they find themselves in proximate danger of lust? Null, they say. Hear the following case.

XV. Parthenius, a young man, is vehemently tormented by lustful temptations, and frequently succumbs to them — although he realizes that the married state would be far more beneficial for him than the unmarried — yet he makes a vow of chastity, and gravely violates it, so that he now wishes it had never been made. The question is asked, whether this vow is valid. Response: It is probable that this vow is not valid, since, all things considered, it does not concern a better good. So Fr. Adam Burghaber holds, in his 66th selected case; so too Fr. Patritius Sporer, loc. cit., n. 69.

XVI. The opinion just reviewed is lax, and in no way probable. Let us grant that the aforesaid vow was imprudent; this imprudence nonetheless does not prevent chastity, vowed, from being suitable matter for a vow, nor does it remove the deliberate choice of the one vowing. The one vowing experiences frequent lapses into lust; nonetheless, he deliberately wishes to vow chastity. On what basis, then, is it to be concluded that this vow is null? From the repeated violation of the vow? If that were so, few vows would be valid. Martín Bonacina also teaches the aforesaid opinion (disp. 4, q. 2, punct. 1, n. 26). He adds, however, that a dispensation must be sought. What could be more absurd! The vow is null; yet a dispensation must be obtained! What effect would this dispensation produce, if the vow is null? From what bond must the one vowing be absolved, if he is bound by no bond at all? But greater absurdities are to come.

XVII. Question VIII. *Is a vow of chastity, of the religious life, or of not marrying, made by one for whom marriage would be more salutary on account of his incontinence, valid, and does it prevent marriage from being lawfully contracted? Likewise, do such vows, once validly made, become null on account of subsequent temptations to lust?* Response: Leander (tract. 9, on Marriage, disp. 23, q. 12 and 13) teaches the following: "*The negative opinion — namely, that such a vow is not valid, nor does it prevent marriage — can be argued for on these grounds. First, a vow to enter marriage is valid for those for whom it is judged more salutary that they enter marriage on account of incontinence, since this concerns a better good relative to the one vowing: therefore the aforesaid vows contrary to this concern a lesser good relative to that same person vowing: therefore they are void. This is clear: for two contradictory things cannot be legitimate matter for the same person and at the same time.*" Sharp indeed, and robustly argued dialectically! But let us hear the second argument. "*A vow (he adds) of chastity or of the religious life, made by one whom bodily troubles and frequent falls precede, is not concerning sufficiently suitable and just matter; indeed it is rather made contrary to the counsel of St. Paul (1 Cor. 7), who says: 'But if they do not contain, let them marry: for it is better to marry than to burn.'*"

XVIII. Whether such principles favor Luther and Calvin, who rail against Catholic vows on the grounds that they are unbearable for human frailty, and contrary to the ardors of the loins, let others judge. As for the first argument Leander makes, we have already shown above that it is false. The law of non-contradiction he cites against us is wrongly applied. For from it only this much can be drawn: that the same person cannot make both a vow to marry and a vow not to marry, or a vow to marry and a vow of chastity, at one and the same time, concerning contradictory or contrary objects. One who makes a vow of chastity, even though entangled in the allurements of the flesh, chooses that vow as an instrument for restraining the flesh's rebellion. The matter, by its own nature, is regarded as something better; and the one vowing regards it as the more advisable remedy. If he were to form the

opposite judgment, he would make a vow to marry instead. Wherefore, since the matter — namely, chastity — is by its own nature suited to a vow, as being a better good, by that very fact it cannot become unsuitable matter for a vow even in a man exposed to the danger of lust — even granting that, had he formed the contrary judgment, he could have made a vow to marry instead. This much is said against the sophistical reasoning. But, so that the laxity of this opinion may be more fully apparent, before I proceed further to refute it, it is worth setting before our eyes the still laxer things that this same Leander, along with a few others, teaches.

XIX. Leander continues, saying that not only are vows invalid which are made at the very time when someone burns with the heat of lust, but also those which, though made in a time of tranquility and concord of the flesh with reason, nonetheless become, on account of subsequent temptations and rebellion of the senses, unsuitable matter for a vow: "*...what, before the vow was made, renders the promised matter unsuited matter for a vow, if it supervenes after the vow is made, removes the obligation of the vow. But it is so that, in the opinion of these Doctors, frequent lapses into lust invalidate vows of religion, of chastity, etc. Therefore these same lapses will invalidate the preceding vows as well.*" This opinion he afterward calls "more probable speculatively." But what does that matter to practice? "I answer, probably (he says there, q. 13, p. 320), that the aforesaid opinion, speaking practically too, is somewhat probable, and can safely be embraced. Therefore, without dispensation, he can enter marriage."

XX. Did you hear that? The aforesaid opinion is "somewhat probable": therefore it "can safely be embraced." The Probabilists proceed by stages. First they devise some most subtle reasonings, by which they claim a veil of speculative probability for their own opinion. Then, this most subtle veil they wrap in further reflections, which they make so thick and solid that it becomes, in the end, a safe rule of conduct. It could be objected in favor of this opinion that, according to weighty authors, a vow to marry is valid whenever it is judged to avoid fornication — therefore a vow of chastity, or of celibacy, is invalid whenever such celibacy reaches the point of being less advisable than marriage for that same person. Sylvius denies this consequence (II-II, q. 88, art. 2, concl. 2), since a vow, when free, and when no vow at all binds one, will nonetheless become obligatory if one wishes to bind oneself by a vow to a frail man, provided celibacy will then be more useful for him than marriage. John Marín (Vol. II, tract. 9, disp. 12, sect. 6, n. 77) answers that a vow to marry, taken conditionally, is valid — that is, provided the one vowing is unwilling to choose other means. But none of this reasoning pertains to us, who have taught the opposite. Setting this aside, then,

XXI. Let us briefly weigh the principles and consequences of this opinion. This first thing must be noted above all: that chastity, and the embrace of the religious life, are, according to all Catholics, fit — indeed, the foremost — matter for vows. The authors of the aforesaid opinion affirm this; but they simultaneously contend that in circumstances of the flesh assailing and inflaming the mind of the one who made the vow, the matter now becomes unsuitable, since marriage becomes more salutary in these circumstances for a man frail and subject to the stings of the flesh. I ask, however, why chastity, in these circumstances, becomes incongruous matter. Is it because it becomes impossible for a frail man tormented by the stings of the flesh? You are a heretic if you say this. For God does not permit us to be tempted beyond our strength, and, with the aid of heaven, we can overcome everything, as our Savior Christ himself says: "Not all men take this word." Is it difficult matter? But all the evangelical counsels, subject to vows, are arduous, and most difficult. And especially with respect to chastity, is this to be said, with respect to a frail man, and one prone to lust? Then this

reasoning ought to be drawn concerning all vows made by frail men, and those inclined to evil. Here lies the whole force of the sophistical argument. Is chastity, then, unsuitable matter, since it is more salutary for this frail man, exposed to lust, that marriage should be the matter? I, however, deny this. The nature of the matter to be made subject to a vow must itself be considered: and if, in its own kind, and by its own character, it is better, it will be fit matter for a vow. When theologians say that a vow must concern "a better good," do they take that "better" comparatively to this or that man exposed to the ardors of the flesh? No one of sound mind would say this. Whatever, then, is by its own nature a better good is also matter for a vow — even though it may turn out less salutary for this or that person on account of his own iniquity. There are many things that would sometimes be salutary for a man, such as sowing wild oats, fornication, and not a few others. I know these are, in their own kind, evil, and therefore do not press this point much. But it is likewise true that chastity is, in its own kind, better than marriage, and consequently can in no way be rendered inferior by the frailty of a private individual. The frailty, and the inclination toward lust, of a man can, at most, bring it about that this man imprudently vows chastity; and, if he first sought counsel, a theologian ought to dissuade him from making such a vow, in order to remove from him the many risks of sinning; but it can never bring it about that chastity should be unsuitable matter for a vow, and the vow itself invalid, whenever a man deliberately and of his own free will makes such a vow. That the matter of a vow must be better absolutely, and in itself, and not with reference to this or that particular person vowing, is taught by Maior (Bk. IV, dist. 38, q. 1, concl. 2), and this is approved by Sánchez (Bk. IV, Summa, ch. 8, n. 10). And I add that this can, by right, be denied by no one. If the Doctors do not all express this explanation in so many words, they omit it only because it seemed superfluous to them.

XXII. This is confirmed. Can a frail man, falling into lust, preserve chastity, and win the victory over impure lust, with divine aid? This is a matter of faith, and is nonetheless clearly gathered from the common doctrine of all. That man, then, by his own malice, serves lust; therefore, from the malice of his own lapses into lust, will chastity become unsuitable matter for a vow, so that such a vow, however deliberately made, is null? Who has dared to say this? Who among Catholics would say that human iniquity can pervert the order of things, and reduce, by rank, those things that are in their own kind holier, and make them worse, according to the malice and operations of men? Let chastity's lapses into lust, then, be as frequent as they may — never will they be able to make chastity incongruous matter for a vow, such that a vow of chastity, deliberately made, should become invalid.

XXIII. It should be added that a man burning with the ardor of lust has many other remedies available to him besides marriage, and often more effective ones — prayers, fasts, labors, and not a few others, by which he can restrain the impulses of concupiscence. Indeed, those who contract marriage to quench the thirst of lust suffer, as the Apostle says, "tribulation of the flesh"; and the thirst of chastity is not always extinguished, but rather increased, unless the love of the conjugal state opposes and resists the stings of concupiscence, arousing one to drink at other cisterns, and other waters, than those. Since, then, one can, by many other means, avoid the reefs of treacherous lust and its inclination, marriage is wrongly proposed as somehow more salutary for a man too much a stranger to chastity, on account of his own inclination toward lust. All this is most true. But, even granting that marriage would now be more fitting for this man, all circumstances being considered, it does not follow, even on this supposition, that chastity becomes unsuitable matter for a vow, and that a vow concerning it would be invalid, as has already been shown.

XXIV. Finally, the extreme laxity of this opinion is most clearly understood from what Leander adds, from which it appears, from the common sense of the Catholic Church, even more evidently. For Leander not only maintains that the vow which Christians make is invalid when they experience the tyranny of lust and frequent lapses; he goes even further in laxity, alleging, in the name of other authors, that even those vows which a man made at a time when he was not at all subject to lust also become entirely void, if grave temptations should later supervene, and the one vowing be placed in proximate danger of falling into lust and incontinence. The reasoning he assigns we have already given above, in n. 7; and Leander copied it word for word from Sánchez (Bk. IV, ch. 8, n. 9) — for it is a habit of this casuist to copy out others' writings. I say this so that the reader may gather from this very opinion how little regard is to be paid to its doctrine. For not only does he embrace with both arms the laxer opinions of other authors, but adds something laxer still, and expands them; as is plain from the fact that Ledesma, Sánchez, Martín de San José, and some others taught that preceding incontinence renders a vow invalid. Leander, however, adds that subsequent incontinence invalidates a vow already made — and others sold this as a merely speculatively probable opinion; but he himself proposes it as practically probable, indeed as safe to embrace, to his readers, this most benign writer. This same opinion is defended by Leandro Murcia Gobat (Moral Disquisitions, Bk. 2, disp. 71, resol. 25, n. 5), in these words: "*It is gathered from the common opinion of the Doctors that a vow, even of chastity or of the religious life, is null and void, if, after the vow is made, its matter becomes unsuitable or impossible — even if the aforesaid vow was simple. They do not suppose that a vow must be concerning a better good, and not concerning what is better for the one vowing in himself, since this is contrary to the common opinion of all, and also manifestly against the counsel of the Apostle, saying: 'It is better to marry than to burn.' Chastity is not, then, an impossible matter here.*"

Our friend the Probabilist thus asserts flatly, and without hesitation, that it is supposed by the common opinion of the Doctors that subsequent temptations render chastity unsuitable and impossible matter for a vow. It is true that all Doctors assert that a vow is null once its matter has become impossible. But that subsequent temptations, and lapses into lust, render chastity impossible for one who has vowed it — this is a Lutheran, heretical claim. As for his further assertion — that it is contrary to the common opinion of all that the matter of a vow should be a better good in itself, and not for the one vowing — this smacks of excessive audacity, and of imposture. For from this it follows that a vow becomes null on account of subsequent temptations, since chastity is then not better for the one vowing — which is quite the opposite of the most common opinion of Catholic theologians, that such a vow remains valid, as we have said elsewhere (n. 19) — namely, that a vow must concern a better good, which is both such by its own kind, and remains better even for men equipped with divine aid. If this "better good" had to be measured by the open iniquity and frailty of the flesh of the one vowing, this doctrine, which overthrows nearly all vows, would apply to almost all of them. Wherefore Fr. Claude La Croix (Bk. III, part 1, dub. 3, n. 405) wrongly rejects the opinion of Sánchez, Valentia, and others who uphold our own opinion, and adheres instead to Gobat and Moya — who certainly err in this matter, wishing that the promised matter be "better" for the one vowing by comparison to his own inclination toward lust, and his lapses into fornication. For the true opinion holds that the promised matter, to be made subject to a vow, must be better in its own kind, and for the one vowing relying on divine aid — that is, for one who, like other Christians, can, if he wills, preserve chastity. Let me explain the matter more clearly. Divine law is undoubtedly a matter of a better good, not only absolutely, or with reference to man as such (for it is God alone who imposes

this law), but with reference to man as instructed by heavenly grace, well-behaved, and most thirsty for his own eternal salvation — not with reference to a shameless, lustful, brutish man. This law becomes, for him, a harsh and most heavy yoke. What follows from this?

XXV. How much laxity — indeed, how much deformity — the aforesaid opinion presents, no one fails to see. First, it is repugnant to the entire sense of the Catholic Church. For it has always been the practice for those who have made vows of chastity to obtain a dispensation from the Supreme Pontiff — which the Pontiff scarcely grants, unless some commutation is offered. Would not such a dispensation be quite ridiculous, if the vow were null? Would not this perpetual and most manifest custom of the Church have sufficed to restrain the excessive license of those casuists? Would it not betray a great deal of audacity, that a few casuists should dare to abolish the universal custom of the Church? Yet they do abolish it, as far as lies in their power, when they write, in express words, that a Christian bound by a vow of chastity can, without dispensation, enter marriage.

XXVI. The consequences flowing from this most lax opinion are to be briefly indicated, even if only in passing — since they thrust themselves, of their own accord, before everyone's eyes. For, granting that supervening difficulties, troubles of the flesh, and rebellions of the senses render vows once validly made obsolete, void, and dissolved, there is no one who does not see what follows from this. Does it not follow from this that absolutely no vows at all will be valid, given the sheer multitude of those who make them, who does not feel the troubles, difficulties, and rebellions of the flesh among the countless who make such vows? And yet very many, with the help of divine favor, abstain from such lapses, and win triumphs over the flesh and concupiscence. But if some succumb through their own fault, will they thereby be freed from the bond of the vow on account of their own wickedness? If troubles, the arduousness of the matter, and frequent lapses dissolve simple vows of chastity, why not solemn ones too? For solemn vows require the same suitable matter as simple ones do. If chastity is unsuitable matter for a simple vow, why not equally for a solemn one? Who does not see that this argument could be used to honor the sacrilegious marriages of Luther, Bucer, and other similar heretics? Luther judged marriage more salutary for himself for no other reason than the extreme difficulty — indeed, as he himself blasphemously said, the impossibility — of preserving chastity. And although there is a great difference between a solemn and a simple vow, they agree in this: that both must have suitable and fitting matter. But if difficulties, troubles, and frequent transgressions suffice to render chastity unsuitable matter for a vow, the same reasoning will suffice to render all other vows obsolete as well. Vehement desires for money, and frequent transgressions of the vow of poverty, will then render that vow null; and the same must be said of the vow of obedience. It will now be more salutary to possess riches than, having sold all things, to follow Christ; more salutary to be one's own master than to be subject to others; more salutary to fill one's belly than to fast. Not to belabor the point: this doctrine, which asserts that temptations, difficulties, troubles, and transgressions render the promised matter unsuited for a vow, and dissolve and void the vow itself, does away with nearly all vows, just as it would likewise break and sever all promises made among men, and rupture human commerce itself. For if the aforesaid obstacles dissolve vows dedicated to God, on the grounds that they change the matter, why should they not likewise invalidate promises made among men, on the same grounds? Nor is it of any weight, what Leander adds (loc. cit., q. 12) — namely, that it is not left to each individual's own judgment whether, all circumstances considered, it would be more salutary to contract marriage, but only to the judgment of a pious and prudent confessor. This is empty trifling, and vain pretense, which can in no way disguise or diminish the

horror of this most lax doctrine. Indeed, no one is more expert a judge of temptations, troubles, and lapses into lust than the one who actually experiences them. Given, then, that the aforesaid inconveniences render vows already made void, as these aforesaid casuists contend, everyone will be able to judge his own vow null. At most, he will be able to consult some confessor who holds Leander, Moya, and — even though condemned! — La Croix, Gobat, and the rest, as his masters, all of one mind in this one kind of teaching.

XXVII. We say, then, that the aforesaid vows are altogether valid, provided they were made deliberately — whether temptations supervened, or preceded, or accompanied them; and whether the lapses are frequent, or rare. Such obstacles to the observance of chastity, or of some other vow — whether troubles, difficulties, or dangers — are, at most, a valid reason for seeking a dispensation, if they arise long after the vows have already been made; or, if they precede the vows and are known to a prudent director, they will provide a most just reason for persuading a man, given his weakness, that abstaining from the vow would be a good for him. Nor do I think we should have recourse to that teaching which Sánchez gives (Bk. IV, ch. 8, n. 10), and which the theologians of Salamanca adopt (tract. 27, ch. 1, punct. 2, §2, n. 44) — namely, that men bound by a vow can be regarded either as private individuals, or as members of the community of the Church. Now, they say, although it may be better for this man to marry, considered as a private person, this is not true if he is considered as part of the Church — because, under this consideration, such a vow of chastity is far more pleasing to God. Why? Because, say the theologians of Salamanca, it is greatly to the good of the Church that one bound by a vow of chastity should be judged bound; otherwise the vow — so arduous, and so celebrated in the Church — would collapse on the slightest pretext. I would say, rather, that it pertains to the good of the Church that one bound by a vow of chastity be judged bound, if he really is bound. For the good of the Church rests on truth, not on falsehood. This teaching, if explained more clearly and precisely, conveys this sense: a vow of chastity made by a frail man is valid, if he is considered as part of the community of the Church; but it is invalid, and null, if considered as a private individual — since for a man as a private individual, marriage is better; but for him as a member of the Church, chastity is more salutary. This distinction is arbitrary — indeed, it seems to me false, and injurious to the Church. For it seems to follow from it that it pertains to the common good of the Church that the vow of chastity be valid, even though it is not really valid for private individuals of the faithful, even though marriage would be more salutary for private individuals of the faithful — which is plainly false, as anyone can see.

XXVIII. The example by which the theologians of Salamanca (n. 45) attempt to illustrate their doctrine seems to us, equally, quite tangled — not to say downright false. For why, they say, will that solemn vow of chastity be valid, though it would be better for the one vowing to marry than to be subject to the bond of a vow to which he is liable to so many lapses? Because, as he is part of that religious order, it is better that the vow remain in its full force, lest, through excessive relaxations, an opening be given for many scandals. Leander of Murcia teaches the same (Moral Disquisitions, Bk. II, disp. 71, resol. 25). This doctrine, too, is at least entangled, and open to erroneous interpretations. For it seems thereby to defend a solemn vow of chastity as valid in a frail Religious, prone to lapses, so that scandals — which would otherwise follow, if the vow were null, and the good name of the religious order thereby intact — might be avoided; not because it is really valid with respect to that private person. But all this, as we have indicated, is false — since the validity of a vow does not depend on these considerations and relations, but on the deliberation of the one vowing, who

chooses matter suitable and fitting in its own kind. These Probabilists give no small occasion to heretics to attack monastic vows, and to decry them as a burden exceeding human strength. For if, as Leander of Murcia and his fellow casuists contend, a solemn vow of chastity is valid even though the one vowing falls into lust, and is continually tormented by the rebellion of the flesh, only for the sake of the perfection of the state, for the sake of avoiding scandals and disturbances which the religious order, of which the one vowing is a member, would otherwise undergo, and on account of the many Religious who would leave the cloister, and declare themselves no longer Religious — then solemn vows will be valid only for political considerations, to avoid certain extrinsic harms. Subsequent temptations, and lapses into lust, render a simple vow of chastity null. Why? Because it is no longer a better good for the one vowing. Such temptations and lapses do not render a solemn vow of chastity null. Why? Because it is a better good for the one vowing, considered as a part and member of a religious order, which, were the vow rendered null, would succumb to many evils. Why is it a lesser evil, according to these Doctors, for a private individual to be condemned, than for the religious order to be exposed to scandals? These are the consequences that flow from this most lax, and utterly improbable, opinion. But the most common doctrine of all Catholic Doctors is (whatever fables Leander of Murcia, along with his fellow Leander, and a few others, may spin) that a vow of chastity, whether simple or solemn, is valid, since it always concerns a better good, both absolutely and with respect to those who make it — even though, through the malice and iniquity of some, its observance may become difficult, it never becomes impossible. For vows, whether simple or solemn, can always be observed. If those who make them do not observe them, this happens solely through their own depravity.

XXIX. These authors immediately propose marriage as somehow more salutary for a man frail and subject to lust, as though no other remedies existed at all. What if a man, burning with the act of lust, were to marry, and his one wife were not sufficient to extinguish his impure thirst — would they permit him another wife? By no means, certainly, since this is forbidden by natural law. What if he is bound by a solemn vow of chastity? But then, they say, he is considered as a member of a religious order. What if, having contracted marriage, this man became subject to countless acts of unchastity, so that marriage became for him an occasion for perpetrating innumerable crimes? What if, all things weighed, a vow of chastity would be more salutary for him? The obvious answer is that marriage, valid by its own nature, cannot be undone by the malice of the contracting parties; nor should wives be multiplied on account of men's unbridled lust; nor should a solemn vow be voided on account of the malice of those vowing. Why, then, should the same not be said of a simple vow of chastity as well?

XXX. Before I bring this question to a close, it is worth reviewing the judgment which Fr. Matteo Moya passes on this opinion I have hitherto opposed (*Select Disputations*, tract. 2, disp. 2, q. 2, on vows and oaths). He treats this controversy at length, across three paragraphs. First, in one paragraph, he reports the authors disputing over the validity of a vow made by one who, before he vows, is inclined toward lust; and he pronounces the opinion which upholds the vow's validity to be the truer one. Then, in the second paragraph, he brings forward the opinion which maintains that the vow is dissolved, and rendered null, by a subsequent inclination toward carnal matters. He calls the authors of this opinion "most learned," so as to lend weight to it by superlative praise. In its favor he cites the most learned Dominicans Domingo Báñez, Sylvester, and Trovamala — who, however, only teach that no vow is made at all, whenever its matter becomes unsuitable or impossible. But that

chastity, promised to God by vow, becomes unsuitable, or impossible to observe, on account of a subsequent inclination toward lust — none of them says. Finally, in the third paragraph, he settles his own opinion, and says that, although the opinion proposed in §1 is quite probable, he nonetheless judges the contrary opinion to be held. Consequently he judges the second opinion, from §2, also quite probable, and necessarily follows from the first — and indeed he does not refute it, but proposes it, with its arguments, to his readers. And he who once published lax opinions under the mask of "Amadeus Guimenius," now reissues them under the splendid guise of probability, and calls Leander a most learned patron — though it is plain that he is a mere copyist. I say this not to bring the glory of a most learned man into disrepute, but lest readers be dazzled by the deceptive splendor of his learning. Having thus demolished so many sophistical subtleties, I say that a vow is always valid when it has the conditions that all require — namely, that it be made by a person master of himself, free, and with deliberate will, and concerning a better good; and that "a better good" is called that which is such by its own nature, not by comparison to the frailty or iniquity of the one vowing. Chastity is impossible for no man; anyone, aided by God's grace, can preserve it. If someone violates it, this must be attributed to his own fault and depraved will. Whenever, then, a man has made a true vow of chastity, however much he may be tormented by the stings of the flesh, he remains always bound by the vow, and is obliged to keep it.

XXXI. You will object: what, before a vow is made, renders something unable to be suitable matter for a vow, likewise renders a vow, once made, void, if it supervenes after the vow was made. But many weighty theologians teach, maintaining that a vow to contract marriage is not valid for a frail person if, after the vow is made, frailty and a vehement inclination toward lust should supervene — that this frailty and inclination, present before the vow is made, render chastity unfit matter for a vow, and the vow of chastity invalid: which opinion, being far too lax, cannot be rejected. Therefore neither can that opinion be rejected which maintains that a subsequent inclination renders a vow already made null. Response: The first proposition, taken absolutely — of which more below — is false. Let us grant that a preceding inclination toward lust prevents a vow from being valid (which I nonetheless in no way concede): it does not follow from this that a subsequent frailty can abolish a vow which, once made, obtained its validity. For that proposition is true only when what supervenes renders the matter promised by the vow either impossible, or harmful to the one who made the vow. Continence is neither harmful in itself to a man bound by a vow, nor is its observance rendered impossible; it therefore cannot, by itself alone, render a vow, once validly made, void. For more is required to abrogate a vow that was validly made, and sometimes even already carried into execution, than is required to prevent it from being validly made in the first place. This much is said in whatever excuse can be found for those authors who teach that a preceding frailty renders a vow null. For my own part, however, I openly maintain that neither a preceding nor a subsequent frailty can abrogate a vow of chastity, and render it entirely void.

XXXII. Question IX. *Is a vow not to vow valid?* Response: All admit that this vow, taken absolutely, is invalid — since it does not concern a better good; indeed, it concerns an evil thing, being contrary to the honor due to God, since it is pleasing to God that vows dedicated to him be concerning matter agreeable to him. There will, then, be no obligation to do the opposite — namely, not to vow. A vow would, however, be valid whereby someone resolved, or vowed, that he would make no vow except before witnesses, or a confessor, or in writing — so as to avoid a rash and overly hasty making of a vow. For this deliberation does not impede a vow, but rather includes a reasonable manner of vowing.

What fault, then, would such a person commit, if he later broke this vow, having omitted this circumstance? This is a matter that must chiefly be gathered from the circumstances. For if someone, moved by some weighty consideration, decided that he would never consider a vow of his own valid unless made in such-and-such circumstances, otherwise just, and then really made a vow omitting the said circumstances — such a transgression would undoubtedly be a sin, whether mortal or venial the others dispute. But if someone, without such weighty consideration, simply resolved that any vow he might make would not be valid unless certain conditions were observed, that vow, once made without that circumstance, would not be valid. For the one vowing is the legislator. By this very fact, then, that he does not wish his vow to be valid unless made in such circumstances, it in fact does not become valid.

XXXIII. Question X. *Is a vow not to seek a dispensation, commutation, or annulment valid?* Response: There are two opposing opinions among authors. That such a vow is foolish, and null, is held by the first opinion, defended by Sotus (Bk. VIII, q. 1, art. 9, near the end), Sánchez (Bk. IV, ch. 8, n. 21), Leander (tract. 1, disp. 34, q. 3), Bartolomé a San Fausto (Bk. I, *Thesaurus*, q. 85), Trullench (Bk. II, dub. 5, n. 10), Tamburini (Bk. III, ch. 5, §4, n. 8), and others — since this vow, taken absolutely, does not concern a better good, since it can sometimes be more useful to seek a dispensation than not to seek one. Indeed, never to seek a dispensation in any case whatsoever is, by its own kind, an evil thing. For evil arises from any defect whatsoever. Hence vows never to lend, never to stand surety, and the like, are invalid — since such absolute vows comprehend many cases in which it will be better to stand surety, to lend, to seek a dispensation, and likewise many other cases in which the opposite will be necessary. Wherefore, since evil arises from any defect whatsoever, the aforesaid vows have an object that is evil, not merely less good; and therefore they are null.

XXXIV. The other opinion maintains that the aforesaid vow is valid, though it does not oblige when it would sometimes be more useful for the soul to seek a dispensation. This is defended by Bonacina (disp. 4, q. 2, punct. 1, n. 18), Suárez (Bk. II, ch. 11, n. 6), Filliucci (tract. 23, ch. 2, q. 11, n. 65), Azor (Bk. XI, ch. 19, q. 4), Palao (tract. 15, disp. 1, punct. 8, n. 5) — but this author, in the place cited, does not speak of this question, but of a vow not to seek a dispensation except from the Roman Pontiff. The theologians of Salamanca (tract. 27, ch. 1, punct. 1, §3, n. 40) uphold this second opinion, and, besides the authors already cited, also cite Sylvester (s.v. *Votum*, 2, q. 14) and St. Antoninus (Part II, tit. 11, ch. 9, §9). But St. Antoninus contributes not a word of his own; he merely copies out the opinion, in its own words, of Richard, Bk. IV, dist. 38. This author either the theologians of Salamanca ought to have cited for the contrary opinion — since he holds it — or they should not have cited St. Antoninus either, since he adds nothing of his own, but transcribes Richard's opinion in almost exactly the same words, as will be plain to any reader.

Richard's opinion, and St. Antoninus's, is that the aforesaid vow is valid whenever it would be more beneficial for the soul not to seek a dispensation; but invalid whenever it would be useful for the soul to seek a dispensation — unless the express intention of the one vowing is that, if the vow he made does not oblige in some case, it should oblige in none: for then the vow would be entirely null. These are the words both of Richard and of St. Antoninus: "*If someone vows something which can, in one case, be useful for salvation, and in another case useless, he is obliged to observe the vow in that case in which it is useful for salvation, even if he is not so obliged in the case where it is useless for salvation — unless it was the intention of the one vowing that, if it does not oblige in that case, it should oblige in none.*" What is read in St. Antoninus in

that passage is a printer's error. This opinion is the safest in practice, since it is certain among all that a vow not to seek a dispensation without a legitimate cause is valid. Indeed, a dispensation sought without a legitimate cause is invalid, or at least unlawful, both on the part of the one seeking it and of the one granting it. It is, moreover, certain — even granting the validity of a vow, made absolutely, never to seek a dispensation — that the one vowing can, with a safe conscience, have recourse to a superior for a dispensation from the vow, when a just cause for such a dispensation arises; for the authors defending the validity of the vow admit that it does not oblige in the event that it would be more beneficial for the soul to seek a dispensation. For no one — neither the one vowing, nor the superior — can be deprived of this faculty. For the subjection of a subject with respect to his superior, and the authority of the superior over the subject, constitute a right which cannot be taken away by a subsequent vow. No vow, then, can prevent subjects, a legitimate cause arising, from approaching their superior. Wherefore, if the matter is examined by reason, the first opinion seems more probable. It is safer, however, to keep one's pledge, and to seek a dispensation only under an evident and pressing cause. Fr. Sánchez teaches that although someone may have made a vow not to seek a dispensation from a first vow, he does not thereby elicit a vow not to seek a dispensation from this latter vow as well; and so, having obtained a dispensation from the latter, the first vow remains capable of dispensation; or, if he made a vow not to seek a dispensation from this latter one, he can still seek a dispensation from that vow, provided he never made a vow not to seek a dispensation from this final one — which he adds last of all, even if he should multiply his vows to infinity. But this fable-like repetition of vows, and this daydream of idle minds, I dismiss. Those who imagine such deliriums need not a dispensation, but hellebore [a remedy for madness].

XXXV. Question XI. *Can those who have made a vow not to seek a dispensation nonetheless seek a commutation or an annulment?* Response: Sánchez and Trullench (loc. cit.) deny this, since one who excludes commutation excludes dispensation with even greater reason. The second opinion affirms this, defended by Prado (ch. 31, n. 65), Leander (q. 5), Tamburini (ch. 15, §4), and the theologians of Salamanca (tract. 27, ch. 1, punct. 1, §1, n. 9). The extension of an obligation is a matter of fact, entirely dependent on the will of the one vowing. If the one vowing has renounced the privilege of commutation, he is not thereby considered to have renounced dispensation as well, since he can separate one from the other. It is true that one who refuses commutation is prudently presumed also to refuse dispensation. But since it can also be the case, conversely, that the one vowing may deprive himself of the faculty of seeking commutation, while retaining the freedom to seek dispensation, the matter must therefore be gathered from the intention of the one vowing. For such circumstances can arise in which it would be advisable to obtain a dispensation, but not a commutation — though this does not happen frequently.

Chapter VI — Indifferent, useless, or viciously impossible things are not the matter of a vow. Various little questions are explained

I. Let us begin with indifferent and vain things. All theologians agree that nothing useless, vain, or indifferent can be made subject to a vow. St. Thomas says (II-II, q. 88, art. 2, ad 3): "*Vows truly made about useless things are more to be mocked than kept*." If, however, someone did vow such useless things — as, for instance, that he would not enter the forum, would not mount a horse, would not speak with such a man, would not cut his nails or hair, and other such things which, in their own kind, are

indifferent — he would sin only venially, in not observing them. Many things, however, which are in their own kind indifferent and useless, can, given circumstances, become fit and suitable matter for a vow. Entering such a house, mounting a horse, conversing with such a man, are, in themselves, indifferent matters. But if entering such a house carries with it the danger of meeting a woman who provokes to lust; if conversing with such a man provokes to wicked deeds; if mounting a horse is an occasion for evils — then, since vows made for an honorable end, concerning the avoidance of these matters, are made in such circumstances, they exist as entirely valid. In order, however, for things that are, by their own nature, indifferent to take on the character of honorableness and goodness, it is by no means sufficient that the one vowing, by his own arbitrary intention, direct them toward some good end. For this reason, no vow is made by which a woman promises not to spin, not to bake bread, not to sew on the Sabbath, and the like — since abstaining from this or that particular work is a vain matter; it is otherwise if she promised to abstain from all servile works, so as to be freer to devote herself to God. It is required, then, that some proportion appear, in the very matters intended by the one vowing, and that the matter to be vowed, its circumstances at least considered, really conduce in some way, at the time the vow is made, toward attaining that end. For if the matter to be made subject to a vow is not useful to the one vowing at the time the vow is made, but vain, or indifferent — even though it might be useful at some other time — the vow is null. Entering a house in which the danger of a woman provoking to lust is found is fit matter for a vow to avoid that dangerous house. If, all danger removed, such a vow were made, it would then be null — since at that time the matter would be indifferent, and consequently unsuited to a vow.

II. Question I. *Is a vow of an act whose omission is a sin valid?* Response: The discussion of such a little question seems superfluous. For who does not know that the matter of a vow must be honorable, lawful, and pleasing to God himself, to whom it is offered? St. Thomas proves this excellently (II-II, q. 88, art. 2). Now if the offering includes the guilt of sin, it can be neither lawful, nor pleasing and acceptable to God, who hates sin. All this is clear, and needs no elucidation. But certain objections are raised which present some difficulty; the question, then, is proposed so that they may be resolved.

III. You will object first: Jephthah vowed that he would sacrifice to the Lord whatever first came to meet him from his house, if he obtained victory over the Ammonites. And indeed, victory obtained, returning home, he sacrificed to the Lord his daughter, who had come out to meet him, as is recorded in Judges 11. And yet he is inscribed in the roll of the Saints by the Apostle Paul (Hebrews 11). It is false, then, that a vow concerning unlawful and forbidden matters is null.

IV. There are two principal responses by which this argument is customarily resolved. One is that of Lyra and other recent authors, who deny that Jephthah sacrificed his daughter to God by killing her body; rather, they teach that he consecrated her to God by a spiritual and civil death, insofar as he separated her from human company, and bound her to perpetual virginity — a consecration which, since it was irrevocable, can be called a death, just as the consecration of a field, of an animal, is called the "death" of the one offering it, and just as a man's death is called such. This they attempt to confirm as follows: I. Jephthah was a prudent man, versed in the law, and therefore, following the rite of the idolatrous peoples, his own... he lacked the counsel of the High Priest, whom he could have consulted. II. Jephthah made his vow through an inspiration of the Holy Spirit: for Scripture itself testifies that "the Spirit of the Lord came upon" him. And where we read in our Vulgate (Judges

11:40), "It became a custom in Israel... that the daughters of Israel gathered together once a year, and bewailed the daughter of Jephthah, four days in a year," the sacred Pagnino renders from the Hebrew: "that they went to speak with the daughter of Jephthah" — for the sake of joy alone, he says. They add that Jephthah could not have been ignorant of the law which reserved the privilege of sacrificing to the priests alone. These considerations of recent authors are plausible, and enjoy their own probability.

V. The other response is the truer one, and confirmed by the judgment of all the ancients, who teach that Jephthah really did kill his daughter. Ambrose (Bk. III, *Against Jovinian*), Chrysostom (Homily 14, to the people of Antioch), Theodoret (q. 19 on the Book of Judges), Jerome (ch. 13, and Bk. I, and Bk. IV, q. 49, on the Book of Judges), Augustine (q. 49 on the Book of Judges, near the end), St. Thomas (II-II, q. 88, art. 2, ad 3; Bk. IV, dist. 38, q. 1, art. 1, qc. 2), and, to speak briefly, all the ancients — Tertullian, Isidore, Peluliota, and Hispalensis, Justin Martyr — hold the same opinion; which is likewise conceded by weightier recent theologians — Tostatus, Sotus, Serrarius, Azor, and very many others whom I pass over.

VI. This response, that it was a true bodily killing, is clearly established from Scripture itself, which cannot be evaded without force done to it. For it is written thus (Judges 11:31 and following): "*Whosoever shall first come forth out of the doors of my house... and shall meet me, when I return in peace from the children of Ammon, the same will I offer a holocaust to the Lord.*" Where here is even a trace of a spiritual consecration? He vowed to offer whatever first came to meet him from the doors of his house. Let us suppose an animal had come to meet him: would he have sacrificed it by a spiritual offering? Nor did he make two vows — one for the offering of an animal, another for the sacrifice of a human being. That single vow, then, which comprehended whatever, or whoever, first came out and met him, as a victim of sacrifice, was a vow of a true and bloody immolation. This is confirmed also by the fact that, at the time, no use of spiritual holocausts was in force, but only bloody sacrifices were offered.

VII. The arguments of the contrary opinion are easily answered. To the first, I say that Jephthah is indeed found to have been a man of good character, and prudent; nonetheless, he sinned. And why not? If God found sin even in his Angels, why not also in men, however well-behaved? His error was a sin of ignorance against the natural law, by which he was deceived into thinking that a bloody sacrifice of his own daughter would be acceptable to God. The occasion for his ignorance could well have been the example of Abraham, prepared to kill his son, and the rites of the neighboring nations, who sacrificed their sons and daughters. Deceived by these examples, he firmly persuaded himself that a human sacrifice would be most pleasing to God; and therefore neglected to take wise counsel. To the second, some reply that by "the Spirit of the Lord" is to be understood the spirit of fortitude, since it was with a courageous mind that he resolved to give battle. The Angelic Doctor says (loc. cit., ad 2): "*Because his faith, his devotion, moved him to make the vow, he was moved by the Holy Spirit on account of the victory which he obtained; wherefore he is placed in the roll of the Saints, and because it is probable that he repented of his unjust deed, which nonetheless prefigured something good.*" To the third, it must be said that Jephthah's daughter did not ask that her death be postponed — which she was willing to undergo readily — but rather her unfruitful and sterile virginity, a sterility which the Hebrew women reckoned almost more bitter than death itself. And indeed, as Tostatus observes, if the sacrifice had been one of virginity alone, since it would have been perpetual, she would have devoted, not two months, but the whole span of her life to mourning. She mourned, then, only the two months preceding the day of

her death. As for Pagnino's interpretation — though he is a most eminent man — we say that none of the ancient interpreters translates that text by the word "to speak with," but "to bewail." Even if we were willing to follow this translation, we would not therefore be compelled to depart from the true opinion. For it could be said that the daughters of Israel came each year to address Jephthah's daughter — not present in words, but absent, addressed in tears, by figures of apostrophe and personification. To the last point, I say that Jephthah, believing that sacrifices, contrary to the prescription of the law, could be offered by anyone, was mistaken.

VIII. You will object, second: A vow whereby someone promises not to sin except with a certain woman is valid. But in this vow, sin is included. It is false, then, that a vow concerning something unlawful and vicious is null. The first proposition is taught by Sánchez (Bk. IV, ch. 6, n. 21), in these words: "*A vow made to God not to sin except with a certain woman is sometimes valid, sometimes void. It is valid if it were made with a view to preserving continence; it would exempt him from being very inclined to fornicate, either with respect to more frequent intercourse, or with which he binds himself to that end, so as to abstain from that woman — provided he did not know that he had made that vow out of love for her. But if the one vowing wished to abstain from all others on account of a base love of that woman, intending, if she should return his love, to bind himself with that end alone; it should be distinguished whether he had this bad end as the sole end of the promise, in which case the vow would be void; or whether, being enthralled by base love for that woman, and having tried it with her, he did not dare to include her in the vow explicitly, but confusedly, not knowing, out of love for her, that he had made that vow: thus the vow would be valid.*" You will exclaim, prudent reader, that such fantastical and ridiculous inventions are unworthy of being brought into Christian theology. I do not disagree. But since we are recounting inventions, we excuse ourselves for reporting them. Not only Sánchez, but others too, maintain that vow valid: Martínez de Prado (ch. 31, q. 2, §8, n. 102), Bonacina (disp. 4, q. 2, punct. 4, §1, n. 2), Trullench (Bk. II, ch. 2, dub. 5, n. 4), the theologians of Salamanca (tract. 27, ch. 1, punct. 1, §4, n. 63).

IX. Response: All the authors I have listed, who follow Sánchez's opinion, maintain, along with him, that the aforesaid vow includes something good — namely, continence. For they contend that in such an offering the will to sin is not included; for if the will to sin were included, they themselves would admit that such a vow is null — which is enough to confirm the truth of the common opinion, namely, that any vow whatsoever concerning unlawful things is null. If, however, you ask what I myself think of this opinion, I candidly confess that it does not convince me. For this deliberation — not to sin except with a certain woman — includes, according to common understanding, the will to sin with that certain woman (for the exception confirms the contrary rule); or, if it does not include it, such hypotheses are vain, and unworthy of theological disputation — especially in matters of lust, where metaphysical distinctions are not so easily made. Would anyone actually make such a vow: "I vow that I will not sin except with such-and-such a woman"? In my own opinion, only casuists devise such hypotheses; for the common instincts of nature by no means permit men to dedicate such vows to God. For the aforesaid vow, "I vow that I will not sin except with such-and-such a woman," is exceedingly similar to this one: "I vow that I will not kill you except with such-and-such a sword." Who, then, would dare dedicate such vows to the Supreme Godhead?

X. You will object, third: If someone vowed immoderate vigils, fasts, and mortifications, or the like, he would either be bound to keep them, or would have to seek a dispensation. And yet things of this kind are unlawful, being contrary to the natural law of preserving one's life. Vows concerning

unlawful things, then, are valid. Response: St. Thomas gives this answer (II-II, q. 88, art. 2, ad 3): "*The mortification of one's own body, by vigils and fasts, is pleasing to God, provided it is done with due discretion — that is, so that concupiscence may be restrained, and nature not overburdened.*"

XI. Question II. *Is a vow to run bulls in honor of some Saint valid?* Response: Martínez de Prado affirms this (Vol. II, ch. 31, n. 30). In support of his position, he brings forward the Spanish custom. For the feasts of the Saints John the Baptist, James, and Anne are commonly celebrated with bull-runnings. If, then, a city made a vow to run, goad, and torment bulls in honor of some Saint, there does not appear to be any reason why that vow should not be valid.

XII. This opinion just reported is improbable, and false; it smacks of superstition, and is unworthy of being brought even into dispute by a theologian. For, as already indicated above, it is not enough, for some action to become a fit matter for a vow, that it be directed by the one vowing's intention toward a good end. If an action is not, by itself, good and holy and pleasing to God, it can in no way be made subject to a vow. Abstinence from food is, in itself, indifferent; but when directed toward restraining concupiscence, so that we may more readily serve God, it becomes a good action, and a fruit of the virtue of temperance. The running of bulls can scarcely be placed among indifferent works — for what, I ask, has the running of bulls to do with the sacred worship of the Saints? What of the fact that the Councils — the last Council of Toledo (act 3, decree 26), the last Council of Arles (act 5, part II, ch. 8) — and the Supreme Pontiffs, Pius V, in his constitution issued *motu proprio*, found in the Bull, Vol. II, Gregory XIII, and Clement VIII, as one may see in Quaranta (s.v. *Tourneaments*), forbid bull-runnings to be held on feast days? Prado answers that bull-runnings are indeed forbidden on feast days, but not on the days preceding or following them. What an excellent interpretation! It is scarcely credible that theologians, otherwise learned, as Prado assuredly is, could produce such fabrications — and yet they do produce them; and I recount them here, so that the reader may gather that the authority of recent writers, whoever they may be cited as, is not to be trusted without careful examination. I mention this so as to confirm what I have said many times, and must often repeat: that it is neither out of love for one religious order, nor out of hatred for another — whether Dominican, Carmelite, Jesuit, Franciscan, or of any Institute whatsoever — but solely out of a spirit of truth, that I refute the opinions of casuists which I judge lax, or utterly ridiculous.

XIII. What Prado further objects — that the Spaniards are accustomed to hold tournaments on the feast days of St. James, St. Anne, and others — is of no weight at all. For not all the customs of peoples can be sanctified. On the same days, men and women promiscuously attend theaters, and put on comedies. Will a vow to attend theaters, and frequent comedies, therefore be valid? The aforesaid vow, then, is in no way valid; indeed, the opinion defending it seems to us far too lax, and altogether improbable.

XIV. Question III. *Is a vow whereby women vow not to comb their hair on such-and-such a day valid?* Response: St. Thomas (Bk. IV, dist. 38, q. 1, art. 1, qc. 2, ad 2) answers that such vows of women are more matters of superstition than vows. "*For these are certain relics of idolatry, according to which certain days and months were observed; and therefore they are to be reckoned not as vows, but as sins, for women who make them.*" Likewise null are vows to abstain from roasted meats on the feast of St. Lawrence. Valid, however, would be vows to abstain from all cooked food, to wear cheap and coarse clothing; and a vow could also be valid whereby women promise to wear white garments in honor of the Blessed Virgin Mary, as a sign of special virginity, as Sánchez teaches (Bk. IV, ch. 7, n. 15), and Sotus approves (Bk. VII, q.

1, art. 3, near concl. 2). Unless, however, some special circumstance were present, I myself would pronounce no such vows valid concerning the wearing of garments differing only in color. But if to a difference of color is added coarseness and cheapness, I would maintain that they are altogether valid — since they then become instruments of penance and humility. Taken in the first way alone, they are merely something indifferent.

XV. Question IV. *Is a vow of nocturnal vigils, and of not going to sea, valid?* Response: This vow is, by its own nature, valid — since nocturnal vigils, in which the divine praises are celebrated, are pleasing to God. On account of the absurdities that sometimes followed from them in some places, they were forbidden; therefore, in those places, the vow would be null, being concerning a forbidden matter. A vow not to go to sea is, in its own kind, null, as is a vow not to ride, or not to enter such-and-such a house. If, however, circumstances arose requiring the avoidance of some particular danger which would ordinarily threaten the one vowing, then it could be valid, as authors commonly teach.

XVI. Question V. *Is a vow concerning a good thing, made for a wicked end, valid?* Response: Theologians commonly distinguish a twofold end here: one intrinsic to the thing promised, the other extrinsic to that same thing. The intrinsic end of the thing promised... is that which, by itself, flows from the very nature of the thing promised — as the compression [restraint] of concupiscence flows, by its own nature, from fasting, or the purging of conscience from sacramental penance. This end is also called, by another term, the "work's own end." The extrinsic end, which is also called the "end of the agent," has no natural connection with the thing promised, but is assigned to it by the one vowing — insofar as the one vowing chooses the promised thing, and the vow itself, as a means for attaining an end he has set for himself; as if someone vowed alms, in order to obtain some dignity, or vowed to enter religious life, in order to avoid shipwreck, and save his life from death. This is called the "end of the agent," or "of the one vowing." Again, one end is called the "moving final cause," another the "impelling," or "impulsive," cause. That is called the "moving" end without which you would in no way wish to be bound; the "impelling," or "impulsive" end, however, is that which spurs on a mind already moved and prepared to act, toward a swifter and more ready execution. This having been established, they commonly say that a vow of a good thing, taken up as an instrument, or means, for obtaining a wicked end, is invalid — since in that case the good thing is not offered to God as it is in itself, but as it conduces to the attainment of something wicked; as if you vowed alms, in order to obtain the ill use of some woman. If, however, the wicked end does not affect the thing promised, nor is it to be obtained through it, but is merely the end of the promise, or of the one making the promise — or, as Cajetan best explains (II-II, q. 88, art. 1), is an end of the very application of the promise, not of the promised work itself — then the vow is valid. If, for instance, you vowed to enter religious life so as to live more comfortably, the vow would be valid, since a more comfortable life is not the end of the thing promised, but of the one promising; for the one vowing does not thereby order his profession toward a more delicate life, but this more delicate life excites and applies the one vowing toward professing. The same must be said of one who would profess religious life to please some criminal. Such vows, says Cajetan, are good; but the application is diabolical. Wherefore those who vow in this manner undoubtedly sin. Cajetan is commonly followed by the Doctors, as you may see in the theologians of Salamanca, who cite Palao, Cándido, Navarrus, Sotus, Bonacina, Suárez, Toledo, Azor, Valentia, Prado. But I candidly confess, as it seems to me, that all speak somewhat obscurely on this matter, and the theologians of Salamanca themselves (tract. 27, ch. 1, punct. 2, §4, n. 65 and following) handle the matter just as confusedly and implicitly as the rest.

XVII. Such distinctions, then, by which it is established that a vow concerning a good thing is invalid when the evil end is the end of the thing promised, or of the vow itself dedicated; but valid, if the evil end is the end of the agent, or intended by the making of the vow; and further invalid, if the evil end of the vow is referred to God for the obtaining of the wicked end — such distinctions, I say, though absolutely true, and excellent in themselves, nonetheless produce obscurity and confusion when applied to discerning valid from invalid vows, unless explained much more clearly still. To do this, so far as lies in my power, I offer the following conclusions.

XVIII. A vow made for the sake of a wicked end, or for the attainment of a wicked end, is always evil, and void. This assertion can be denied by no one. For a vow taken in this way — namely, as an instrument for procuring a wicked end — is always evil. But what is evil cannot please God. This is confirmed, and more clearly established as follows: A vow is an act of religion. Now an act of religion must, by its very nature, arise from some motive of divine worship. But what arises from a wicked end proceeds in no way from religion, or from any motive of divine worship. A vow made for a wicked end, then, is void. All this is clear. Sotus explains the matter more clearly than all others (Bk. VII, q. 1, art. 3, dub. 2), whom Azor follows, though many others render the matter more entangled. I will quote Sotus's own words.

XIX. "If someone," he says, "made this offering: 'I vow to give alms for the sake of vainglory' — then the little word 'for the sake of' can modify either the word 'give,' or the word 'I vow.' And indeed, in the first way, the object itself of the vow is referred to, and directed toward, and depraved by, an evil end, by which the giving itself is contaminated; and such a vow is null. For to give for the sake of vainglory is an evil object. Second example: if someone says, 'I vow to become a priest, in order to obtain a benefice' — the preposition 'in order to' does not modify the thing, which is to become a priest, but the word 'I vow.' For once made a priest, or a soldier, he does not perform the works of his state — say, praying, celebrating Mass, obeying — for the sake of the wicked end, as one who gives alms for the sake of vainglory does; but he nonetheless became a priest for the sake of a wicked end. Such a vow, then, holds; for its object is a licit thing, and good — namely, to become a soldier, or a priest."

XX. This teaching, which Sotus expounds more clearly than others, still seems to me entangled. For if someone vowed to receive the priesthood in order to obtain a rich benefice, in the same way this vow would seem to me null, just as the vow of alms for vainglory. For although one made a priest does not order the act of praying, of celebrating Mass, and of sacrificing to a wicked end (which only proves that he, once duly ordained a priest, lawfully exercises his functions), nevertheless, if he chose that state itself as a means and instrument for obtaining a rich patrimony, then that state, which was the object of the vow, would have had a wicked end — since a spiritual thing, twisted toward obtaining a temporal thing, becomes an evil thing, just as alms given for vainglory. Sotus himself sensed this obvious difficulty, against which he raises this very argument against himself. "For a more penetrating understanding of the matter," he says, "it is argued: just as it is a sin to give alms for the sake of vainglory, and, with a corrupt end, to go to church — say, to solicit a girl — so too it is a sin to make a vow with an evil end. Therefore, just as a vow of the first kind is evil, because it concerns an evil object, so too a vow of the second kind is evil, since it has an evil end — and both are evil, so that neither holds."

XXI. He answers: "For the solution (he says), it must be carefully noted in the present matter — a point which is very likely to deceive a less attentive reader — that it is not universally true that every unlawful vow is evil, and therefore void; nor is this what we have asserted; but only this: that every vow concerning an evil object is void and null. We grant, then, that one who vows priesthood, or religious life, with an evil end, does indeed sin in vowing; nevertheless, because the vow has a good object (for even though the vow is referred to an evil end, the object is not thereby referred to that same end), the vow holds. The final consequence is therefore denied: 'The vow was made for an evil end; therefore it does not oblige' — as if it had an evil object; since the thing devoted to God is good, though dedicated for an evil end." Thus far Sotus, whom, as I said, the other theologians commonly follow.

XXII. This response does not convince me, unless it is explained more clearly. For, first, I do not consider "irritant" [void] every vow that is, in this phrase, "evil"; nor do I see how this could be denied by Sotus, or by any theologian. For what is evil is not a true act of religion; and every true vow is an act of religion, since, as has been said, the whole nature of a vow consists in this: that it be a thing pleasing to God. It follows, then, that no thing which displeases God can render a vow pleasing to God; therefore no evil vow can be valid. It is universally true, then, that every unlawful and evil vow is void. It is added, moreover, that every evil thing, whether grave or slight, is not pleasing to God; but no vow is pleasing to God unless it is a true act of religion; but no vow is a true act of religion, since it is not [pleasing to God]... [this needs to be resolved.]

XXIII. For Sotus's teaching to hold together, then, an explanation is needed. A wicked end can be considered with respect to a vow in two ways. First, as the primary moving and influencing cause, toward which the one vowing directs the vow itself, as the means by which the end is to be obtained in execution; and in this way the vow is always void and evil. For although the thing promised, or the object of the vow, is good, as they say, materially, it nonetheless becomes formally evil on account of the perversity of its ordering toward a wicked end. Second, a wicked end can be considered as what he calls a "concomitant" cause: and under this consideration it does not influence the vow at all; nor is the vow made for the sake of this wicked end; and therefore the vow itself is not thereby vitiated, or defiled, but is left in its own specific goodness. This end, however, which is concomitant with respect to the vow, is, with respect to the will of the one vowing, a final and influencing cause; and therefore it infects and defiles the one vowing. And this, indeed, is what Sotus meant to say. For although he had earlier said that not every evil and unlawful vow is void, he immediately adds that one who vows priesthood, or religious life, with a wicked end, does indeed sin in vowing; nevertheless, since the vow has a good object, the vow holds — holds, I say, if it is not ordered toward the wicked end as toward a final cause. For even alms is a good thing; and yet a vow concerning it, if directed toward vainglory as toward a final cause, is evil, and void. Nonetheless, just as a vow of alms, which you might make to give publicly before others, so that you might be seen, and gain some glory, would hold — because this vain glory only accompanies the vow, and does not vitiate it, since it does not influence it, but only defiles the one vowing — in exactly the same way, vows of religious life, of receiving holy orders, of baptism, and the like, are valid, when made in such a way that vain ends sometimes accompany them; since such ends are not moving and influencing causes with respect to the vow itself, but only influence the will of the one vowing, whom they infect. Such ends are not called, in the schools, "moving causes," but "impulsive causes," and are merely, as it were, conditions that render the making of the vow easier. Wherefore, although the one vowing sins

in vowing, the vow is nonetheless valid, since it is good by reason of its object, a work pleasing to God, and proceeding from the virtue of religion. But a vow which is taken up in such a way that it becomes an instrument for attaining a wicked end is vitiated by that wicked end, and becomes evil, and consequently void. For it cannot be doubted that every vow which is unlawful and evil is empty and void. This is confirmed by the fact that, when we make a vow to procure some end, we truly pour out prayers to God, that he may grant us that end. But prayer, as commonly defined by theologians, is a petition for fitting things from God. Now we would commit a great irreverence toward God, if we asked of him something unbecoming to God. Whatever end, then, for the obtaining of which we pray to God irreverently, invalidates a vow. Wherefore vows to attend choir for the sake of gaining distributions, to receive holy orders for the sake of riches and rich revenues, are void, whenever such ends are the true moving causes; but not, if they are merely attracting circumstances.

XXIV. Question VI. *Is a vow to offer God a good gift on account of an evil effect already obtained, or to be obtained, valid?* For example: "I vow to celebrate so many Masses, to give so much in alms, if I emerge victorious from an unjust lawsuit, war, or game; if I obtain a benefice simoniacally; if I kill my brother, to acquire his inheritance; if I am not caught in theft or homicide; if I have a son by adultery or concubinage." Response: Authors disagree over the resolution of the proposed question, and approach its solution in several opposing ways. Sylvester (s.v. *Votum*, q. 2, dub. 3) and Navarrus teach that the vow is invalid if the condition is refused by the one vowing, but valid if the condition is desired. Suárez (Bk. II, on vows, ch. 5, n. 4) and Sánchez (Bk. IV, ch. 6, n. 13) teach that, supposing the will for war, and for access to a concubine, the vow is valid — that is, taking these as it were conditions — since, in this supposition, the vow is not ordered toward the war. Castropalao (disp. 1, punct. 8, §3) says the vow does not hold if the end is procured as intended to be obtained by the aforesaid means; but does hold, if the war and the access to the concubine are regarded merely as conditions. He then adds that it is truer to say that the aforesaid vows, made before receiving a son from adultery, or the victory obtained from war, do not hold; but that they do hold, if made after receiving the son, and the victory, as an act of thanksgiving. Cajetan (II-II, q. 88, art. 1) and Trovamala (s.v. *Votum*, 2, at the end) teach that it can indeed happen that the aforesaid vows are not ordered toward the evil, and are therefore not void. Sánchez (loc. cit.) affirms that this can sometimes occur, and consequently that vows are valid in many cases. The theologians of Salamanca (tract. 27, ch. 1, punct. 2, §3, n. 69) pronounce absolutely that such vows are valid, and cite for this opinion Fagundez, Cándido, Lessius, Raphael de la Torre, Trullench, Bonacina, Layman, Suárez, Prado, Leander, Cajetan. But, as usual, not altogether sincerely: for several of the authors cited speak ambiguously, and under various hypotheses.

XXV. Setting aside the various opinions of theologians, I say: 1. *The aforesaid vows, obtaining a future effect attached to a shameful condition, are invalid.* This assertion seems to me certain, if we speak of these vows as they are commonly made, and in practice, by Christians. For when Christians vow alms, Masses, if they emerge victorious from a war, from an unjust duel, they really do direct the vow toward obtaining an unjust victory — that is, toward a wicked end, which, according to all, renders a vow null. Although, then, I would grant that, according to the metaphysical abstractions of certain theologians, indulging the sharpness of their most subtle speculations, the aforesaid vows would be valid, they are nonetheless null, as they are actually made. For in the present matter, our discussion must concern these vows, as they are actually conceived and made — not as they are proposed according to the arbitrary hypotheses which not a few casuists construct for themselves; since the

matter is manifest, and the same to all minds. For one who says, "I vow alms, if I kill my brother, to acquire his inheritance," or, "if I am not caught in theft or homicide" — [these], I say, are the vows the theologians of Salamanca discuss, and men make them, and adopt them as the means by which theft, homicide, and fratricide may be more easily and successfully carried out. That Christians direct the authority of such vows toward a wicked end is established from the very words by which they dedicate their vows. These vows are altogether similar to those gifts which greedy men offer to Princes or great lords' ministers, to obtain a privilege of some kind, in this condition: "If we obtain the grace, favor, or privilege we seek from you; if we escape the penalty imposed for a committed homicide; if we are freed from prison; a hundred gold pieces, which we have deposited for your security with a trustworthy man, shall be yours." Who would deny that such gifts are aimed at getting these men what they most desire? And although they might use more pleasant phrases, and expressions more suited to justice and innocence, they would nonetheless not thereby deny that their attainment was the intended end of such gifts and privileges. The same must be said of those vowing the worship of God with such conditions attached. Why, then, would vows of theft, homicide, or unjust victory not likewise bind themselves to their conditions? Why should such men not, without doubt, therefore intend, as the end of their vow, the very things which they suppose, under theft, homicide, the slaying of a brother, a simoniacally obtained benefice — as an end to be attained through their vows? "It is not so," they say; "rather, they vow so that the vowers may emerge unharmed — which is a good thing; or they vow to God good gifts, pleasing to him, given the supposition of the theft, the homicide, the killing of the brother, the simoniacally obtained benefice." No one denies that alms is a good thing; and therefore, they say, his vow will be valid, whatever the conditions and effects he attaches to it at his own discretion, however bad — because, they say, it is not directed toward obtaining them. But I say again: such distinctions, and abstract hypotheses of casuists, are formed purely at will, and contrary to what any sensible person acknowledges to be evil. I affirm, rather, that men vowing do not idly attach their vows to the aforesaid conditions; for if they dedicated the alms to God without any relation to those conditions, they would offer the same conditions to God absolutely; whereas, having disregarded and utterly omitted the aforesaid conditions, they would completely refrain from making such vows. It remains, then, that the aforesaid vows, attached to wicked conditions in this way, are quite certainly void — as Sotus expressly writes (Bk. VII, q. 1, art. 3, dub. 1). Sánchez, however (Bk. IV, ch. 6, n. 17), and Cajetan, Trovamala, and Valentia say, most rightly, speaking morally, that it is scarcely possible that a man does not direct his vow toward such an evil. The same doctrine John Marín teaches (Vol. II, tract. 9, sect. 4, n. 4). Nor is what is objected of any weight — namely, that unjust stipulations made with men, for obtaining a thing, are valid by natural law. For, as Sotus says, a man can receive a shameful service from another man, and, in exchange, pay him a reward for it. But who would say that anyone can receive a shameful patronage from God, and dedicate a vow to him in exchange for it? These are the greatest absurdities.

XXVI. I say, 2. *A vow dedicated to God as an act of thanksgiving for a shameful deed already done is invalid, and unbecoming to God.* I conclude that this is certain to me, and is the common opinion, as Castropalao says (tract. 15, disp. 1, punct. 8, §1, n. 4), where he has this: "The more common opinion defends that this vow is invalid, and blasphemous. For to give thanks to God for a shameful deed is to represent God as the author and approver of that shamefulness, for whose attainment vows are paid to him" — which how horrendous this is, is plain enough. Wherefore it is not surprising that Leander

dared to transcribe, from Filliucci (tract. 26, ch. 2, q. 6), in his own treatise 2, on vows, disp. 4, q. 31, these words: "I say, third, that a vow in an act of thanksgiving for a shameful deed already done is valid." He then explains Filliucci's conclusion in the sense of other authors' opinions, and yet the conclusion is exposed to scandal and blasphemy. And indeed, none of the theologians ever asserted that a vow in thanksgiving for a shameful deed is valid; but they dispute whether it is valid or invalid concerning the effect, or the outcome, of the shameful action. But it is quite amusing what Filliucci adds in that same place — namely, that Suárez teaches his opinion (Bk. II, on vows, ch. 5, n. 19), following Cajetan, when Suárez rather teaches the opposite, following Cajetan. Here are Suárez's own words: "Some do not like this opinion (namely, on the validity of the vow); they think this reasoning applies whether the victory has preceded, or is expected, which seems to be Cajetan's opinion." He judges this same opinion to be of the same malice: to make a vow in an act of thanksgiving, and to make one to obtain something. This too Leander himself notes. What displeases most, however, is that these collectors of cases, from the most eminent theologians such as Suárez, transcribe everything that can favor laxity, and then prudently restrict and limit the exceptions by which the aforesaid theologians limit their conclusions — often passing over in silence what they omit. Fr. Suárez, though he teaches that a vow of an effect resulting from a shameful action is valid, nonetheless attaches two necessary limitations to this assertion: one, that the effect consequent upon the unjust action can honestly and lawfully be retained; the other, that the act of thanksgiving be separated from the vow of the effect itself, as he adds, n. 22. Read this passage to confirm what I have just indicated: he prudently restricts this assertion with a twofold limitation. But although he speaks obscurely enough, it nonetheless contributes not a little to establishing that not a few of the theologians' opinions are reported truncated by the more recent collectors of cases, and that this is done in silence, when it ought necessarily to have been mentioned. And yet these casuistic patrons of theology do not blush to attribute such truncations to us, in the face of the plainest and most manifest truth.

XXVII. I say, 3. *A vow made in an act of thanksgiving for victory from an unjust war, and likewise for gain from an unjust game, is invalid.* The reason is most evident. Gain from unjust victory, and the acquisition of a kingdom through victory reported from an unjust war, are unjustly retained, and the malice of unjust possession persists in them. The consequence, and the truth of the assertion, is therefore plain. Fr. Castropalao (tract. 15, punct. 8, §1, n. 4) defends the contrary opinion, in these words: "This vow seems truer to be valid in itself; so Suárez expressly says (Vol. II, Bk. II, on vows, ch. 5, n. 19), because it is not to be judged that thanks are given for the unjust victory in the respect in which it was unjust, and proceeded from itself; but for that same victory, insofar as it proceeded from God, and, according to this reasoning, is something good and honorable. A vow, then, can be offered in its praise." Leander (disp. 4, q. 31) copies out this reasoning, but adds that if the victory admits of matter capable [of being retained] — that is, a good effect — [it is valid].

XXVIII. If this teaching of Castropalao's were true, there would be no crime, no wicked deed, for whose execution we could not dedicate a vow to God in an act of thanksgiving. Not only the action of an unjust victory, but all other wicked and criminal deeds proceed from man according to their whole malice, and from God according to the aspect in which they are physical entities. Therefore, if it is lawful to render thanks to God for an unjust victory — not in the respect in which it is unjust, but in the respect in which it proceeds from God — then, by the same reasoning, it will be lawful for us to offer God vows for adultery, for homicide, for theft — not in the respect in which these are evil, and

are perpetrated by man, but in the respect in which they are physical entities, and proceed from God. But what I marvel at more is that he brings forward, in support of this opinion, the authority of Suárez — for he says: "So Suárez expressly says."

XXIX. So that you may have a second example of casuistic doctrine, I will transcribe it here as well. Suárez, then, in n. 19, cited by Castropalao, has these words in the same place, n. 22: "If, however, the King inflicts an unjust war, and, victory obtained, usurps a kingdom which he unjustly retains — but does last..." then I say a vow to offer thanks for such an unjust victory is invalid. For although the unjust action seems physically already finished, its effects, however, are impious; therefore the vow concerning them is likewise invalid. There, then, is Suárez's own text. It must be, then, that a good vow of thanksgiving, being pure, and good — as I would say — has no unjust perseverance, or other similar iniquity, mixed into it, in order to be valid.

XXX. For Castropalao to have been able to claim the patronage of Suárez in confirmation of his own opinion, he ought, with him, to have distinguished a twofold effect following from the victory — one to be justly retained, the other unjustly. He ought to have used the principles of Fr. Suárez, who teaches that a vow of thanksgiving is then valid, when it concerns a pure good, having no unjust perseverance, or other similar iniquity, mixed into it. Castropalao, on the contrary, maintains that a vow of thanksgiving is valid for the victory itself — not in the respect in which it was unjust, but for that victory insofar as it proceeded from God, not from an unjust cause. Whatever mitigation you add to this principle, in my own opinion, cannot in any way remedy it sufficiently. For it follows from this that no action is so shameful that a vow of thanksgiving cannot, as has been said, be dedicated to God for it, and any action, however impious, can be accepted, provided it is said to be a vow dedicated to God, and proceeding from a sinner. Wherefore, in excuse of this author, it must be said that, although his manner of speaking is entangled, and less cautious, he nonetheless wished to mean nothing else than that a vow dedicated to God is valid, not insofar as it concerns unjust victory, but insofar as it concerns the good effect consequent upon the unjust victory — say, a vow for safety secured from an unjust war. For this reason, the error is to be reckoned rather in his manner of speaking than in the matter itself.

XXXI. I say, 4. *A vow made for a son conceived through concubinage, or for safety obtained from a duel, is valid.* The object of this vow presupposes a shameful and criminal action, but the son himself, however conceived, and the health, or safety, however finally obtained, are things honorable and good, for which it is lawful to give thanks to God. This is the common opinion, defended by Sotus (Bk. VII, q. 1, art. 3, dub. 2), Marín (tract. 9, disp. 12, sect. 4, n. 58), Sánchez (Bk. IV, ch. 6, n. 15), and all commonly, lest I waste time reviewing each one.

XXXII. Valid, too, is a vow to punish one's own crime; as if you say, "If I commit such a crime, I will give a hundred pounds in alms, I will renounce the world, I will fast," etc. — for such vows are works of penance, by which vengeance is taken for the iniquity committed. So all agree.

XXXIII. Question VII. *Is a vow of a good thing made for an indifferent end, and for the end of obtaining a temporal thing, valid?* Response: Speaking absolutely, the most common opinion teaches that a vow made for an indifferent end is void, and empty — since the end is vain. Now the end toward which a vow is ordered gives that vow its species. Therefore, if the end is vain, the vow directed toward such an end will likewise turn out vain. Wherefore a vow to fast, in order to save money, is null. On the contrary, if, for the sake of obtaining indifferent ends, you made a vow in an act of thanksgiving to

God, the vow would then be valid — since in that case the end of the vow would not be an indifferent thing, but an act of thanksgiving, which is most excellent.

XXXIV. Likewise null is a vow made for the end of obtaining temporal things, if the one vowing stops at them, and does not raise his intention beyond them to some higher good end. When, then, the thing promised by the vow, or its matter, is directed toward the obtaining of temporal things as toward an end, the vow is void, for the reason already assigned: because moral acts take their species from their end. Wherefore, if the end is indifferent and vain, the actions aimed at that same end are likewise vain. If, however, we are speaking of vows which are commonly made in practice by Christians, for obtaining temporal things, these are valid — since such vows are commonly directed toward obtaining temporal goods from the infinite liberality of God himself, and often through the intercession of the Saints. In these vows, then, God, as the supreme and sole giver of all goods, is the ultimate end. Valid, then, will be vows of similar intentions, or ends. Not a few examples of such vows occur in Scripture. In Genesis 28, Jacob made a vow to God for a safe pilgrimage. In 1 Kings 1, Hannah dedicated a vow to God to obtain a son. In these, and similar vows, those who vow venerate God as the ultimate end of the vow; therefore vows of this kind are valid. This too is the most common opinion.

XXXV. Question VIII. *What sin does one commit who vows an evil thing to God?* Response: The evil which someone vows to God can be evil either on the part of the thing promised, insofar as the thing itself is evil in itself; or on the part of the end toward which the one vowing directs the thing, which, if evil, vitiates the vow. If the evil which is promised by the vow is mortally evil, the sin will be mortal. Indeed, if the one vowing not only promises God that he will do that evil thing, but truly holds the resolve to carry it out, he commits two mortal sins: one, because he offers God an evil thing, as if God found the wicked deed pleasing; the other, on account of the resolve to carry out that which is a mortal sin. But if the evil is only venial, one who vows such a thing will likewise commit only a venial fault, as authors commonly teach. It seems, nonetheless, that a distinction is called for. For either the one vowing, led by some ignorance, vows to God something venially evil — and then he sins only venially; or the one vowing really knows that the thing to be vowed is evil, and in no way pleasing to God, and nonetheless wishes to consecrate it to God by vow — and I too grant that, in this hypothesis, he sins mortally; and this is the more common opinion, taught by Sánchez (Bk. IV, ch. 6, n. 9), Bartolomeo a San Fausto (Bk. I, ch. 12), Trullench (Bk. II, ch. 2, dub. 2), John of St. Thomas (II-II, disp. 29, art. 4), Leander (disp. 4, q. 36), Prado (ch. 31, q. 5, n. 10), Cajetan (s.v. *Votum*, §2), Raphael de la Torre (II-II, q. 88, art. 2, disp. 2), Castropalao (disp. 1, punct. 8, §3, n. 9), Suárez (Bk. II, ch. 4, n. 2), the theologians of Salamanca (tract. 27, ch. 1, punct. 2, n. 71). These cite, for the contrary opinion, St. Antoninus (Part II, tit. 30, ch. 4, §1). Leander too, who has taken upon himself the labor of correcting others' citations, cites St. Antoninus from Prado. But the second part of St. Antoninus's Summa is concluded in twelve titles altogether; the title in which he treats of vows is the eleventh, which is divided into only two chapters. But these matters are only touched on in passing. The reason for the common opinion, however, is self-evident. For one who deliberately offers God a thing he knows to be evil thereby gives, of himself, testimony that he considers God an approver of iniquity. But this smacks of blasphemy.

XXXVI. Question IX. *Does one who makes a vow to sin mortally, without the intention of fulfilling it, sin mortally?* Response: Without doubt he sins mortally, with a sacrilegious sin... — a sin of sacrilege, of

irreverence toward God, and of falsehood against truth. The same must be said of one who so vows without the intention of binding himself, for the same reason. This is the common opinion.

XXXVII. Question X. *Is an impossible thing the matter of a vow?* Response: Something is called "impossible" in two ways: first, absolutely, and by its own nature; second, comparatively to a particular person — that is, one thing is impossible physically, and in itself; another, morally, and relative to this or that person. The matter of a vow must not only be possible physically, and absolutely, but must also be possible morally for the one vowing. For the one vowing must carry into execution what he promises. It is necessary, then, that the thing to be executed be subject to his own power. This is an evident matter, and there is no disagreement about it.

XXXVIII. Question XI. *Is a vow concerning matter partly impossible, and partly possible, or fitting — that is, of matter partly suitable, and partly unsuitable — valid?* Response: For the proposed question to be clearly resolved, it must be divided into parts. This much, first, is certain among all: that if the one vowing expressly, and with manifest intention, joined together the unsuitable matter and the suitable, to this end — that he did not wish to offer one without the other — the vow would be null; and the one vowing would sin, since he would absolutely promise an impossible thing, by this very fact that he did not wish to fulfill the possible part without the impossible. This too is certain: that if the matter promised by the vow is by its own nature divisible, one part of it in no way depending on another, then the vow is valid, and the one vowing is bound to fulfill the part of the vow that is suitable — and in this theologians commonly agree with St. Thomas, who says (II-II, q. 88, art. 3, ad 2): "*If that which someone has vowed is rendered impossible through some fault of his own, he ought to do what he can, and have a ready will to do what he cannot*." The matter is made clearer by examples. You vowed to distribute a hundred gold pieces in alms; you cannot give a hundred, but fifty: you are bound to give these fifty. You vowed chastity, and married a wife: you are bound not to request the debt. You vowed to fast for a month: you cannot fast except for fifteen days, or ten, or five, etc.: you must fast these few days. You cannot, in the fast you vowed, abstain from meat, but you can abstain from several courses: you must keep to a single meal — whatever Castropalao writes about this last example (disp. 1, punct. 8, §1, n. 10). Setting aside this last example, the common opinion — indeed, nearly all whom we have cited — teaches this. The difficulty turns on this: what matter is to be called "divisible." For the divisibility of some matter, and the possibility of separating one part from another, is evident, as is clear from the examples given. But some matter does not openly present this possible division and separation. What is to be said of such things dedicated to God by vow will be established from what follows.

XXXIX. Question XII. *Is one who vowed to build a church, if he cannot build the whole, bound to build part of it, or to construct a chapel in another church, or to offer some other ecclesiastical gift?* Response: Tamburini (Bk. III, on the Decalogue, ch. 15, §3, n. 1) says that such a vower is bound to nothing — since, he says, the matter is by its own nature indivisible. Otherwise, if the one vowing had expressly vowed the part, when he could not vow the whole — then, he says, he would be bound to the part. Sánchez teaches the same (Bk. IV, ch. 10, n. 7), Castropalao (disp. 1, punct. 8, n. 10), Leander (tract. 1, disp. 19, q. 32). The Fathers of Salamanca cite, for the contrary opinion, St. Thomas, and other weightier and more ancient theologians; then they conclude (punct. 2, §2, n. 77) that either part can be defended in speculation, in which the disputation could be carried on without loss of salvation — but that the opposite path is to be held in practice. But it must be said that these same most excellent

Fathers, who elsewhere insist that they do not depart from St. Thomas by even a hair's breadth in the excellent course of scholastic theology, nonetheless not infrequently, in their other work of moral theology, depart from St. Thomas, and sometimes gather, and undertake to defend, laxer opinions.

XL. Setting these opinions aside, then, we say that one who has absolutely vowed to build a church is bound to build a part, when he cannot build the whole; and, if a part would be useless in some location, he ought to build a chapel, or something else, in some other church, which is dedicated to the worship of God. This opinion St. Thomas expressly teaches (Bk. IV, Sent., dist. 88, q. 1, art. 3, qc. 1, ad 1): "*If someone vowed to build a church, which he afterward, poverty supervening, cannot complete, he is obliged from the vow to fulfill it. But he is bound in this in a twofold way: either he has become altogether unable, and then he is bound simply to what he vowed; or he has become unable to complete the whole, though not the part; and then he remains bound to that which he can do.*" Sylvester (s.v. *Votum*, 2, q. 1), Navarrus (ch. 12, n. 19), Prado (ch. 31, q. 2, §9, n. 218), Bonacina (disp. 4, q. 2, punct. 4, n. 2), Fr. John Marín, whose work has been proscribed (tract. 9, disp. 12, sect. 8, n. 113), writes that this opinion of St. Thomas is to be understood in this sense: if it is clear that the express intention of the one vowing is to bind himself even divisibly, then he is bound to the part; otherwise, if this intention is not clear. This interpretation, which Sánchez also gave, is arbitrary, and supported by no principle. If the express intention of the one vowing were clear, there would be no room for dispute. But it should not be surprising that such authors should offer such interpretations, since they are consonant with their own principles; for they contend that a vow is to be interpreted in favor of the one vowing, especially in doubtful matters — which is disapproved by St. Thomas, as we shall see below. The theologians of Salamanca, however, expressly indicate the reason why they have departed from St. Thomas's opinion — for they say that the construction of a church, and of a chapel, are not morally of the same nature; and further, that a church is an individual body, unable to be divided into parts. Wherefore, if the very principle of the whole church becomes impossible, the one vowing is bound to nothing.

XLI. Setting aside, then, these interpretations, I assign this rule, which, though contrary to the rules of the more recent casuists, nonetheless seems more probable, and is drawn from St. Thomas himself: *A part of a building, separated from the whole according to the judgment of prudent men, redounds to the honor of God, and is therefore to be built; otherwise, when the separated part does not redound to God's honor.* Wherefore I do not absolutely approve what Bonacina says — namely, that this vower is bound to build part of the church, since perhaps others, seeing the beginning of the church, will be roused to complete the started building. I would certainly not advise the one vowing to commit his money to this chance outcome, nor do I judge that it would redound to the honor of God — since a part of the church there is of no use at all, unless the whole is completed. To begin this part in the mere hope that others, seeing the beginning, will complete the work, seems nothing other than to commit one's expenses to fortune, when no other foundations are at hand. In my rule, then, I have deliberately inserted the phrase "according to the judgment of prudent men." For, on the one hand, I would say that, according to the judgment of prudent men, the construction of part of a church would redound to the honor of God, when there are really other faithful ready, or morally certain or highly probable conjectures available, that others would be ready to lend their aid toward completing the construction. In this situation I would certainly grant that the one vowing is bound to the part, even though not to the whole; and this seems most consonant with the common sense of prudent piety and reason. Likewise, the one vowing would be bound to erect a chapel, or oratory, when he could do so, and when, according to the prudent estimators of Christian piety, the building of a chapel or

oratory would redound to divine worship, and the benefit of the faithful. By what reasoning, then, do our adversaries grant that one vowing a hundred in alms is bound to fifty when he cannot give a hundred, yet must deny the same concerning one who vows to build a whole church, that he is bound to a part, or to a chapel, or oratory, when he cannot build the whole — provided prudent piety judges that the part, or the chapel, would redound to divine worship, and the benefit of Christians? It must be judged otherwise, when the execution of the part would be superfluous, and altogether useless. For example: you vowed a pilgrimage to the House of Loreto; you cannot make the whole journey; you are not bound to a part — since part of the journey is altogether unsuited to the end of the vow, just as we have said the construction of part of a church is unsuited, when there is no hope that others will complete the work begun.

XLII. The arguments of our adversaries collapse of their own accord. For what the theologians of Salamanca say — that a church and a chapel are not acts of the same nature — is quite ridiculous, since our discussion here is not about physical things, but moral ones. Now the same virtue of religion impels toward the building of a chapel, as of a church. Indeed, a chapel and a church are distinguished as a whole and a part. Yet within the same moral line, so to speak, both are found. Ten and a hundred pertain to a different species of number. Does it follow that one who cannot give a hundred should not give ten? Such speculations are vain and useless in the teaching of moral precepts. It is false that a whole church is an indivisible body. How many churches do we not see, day by day, begun, and not completed? I myself have seen not a few of which only the main chapel was built — in which, nonetheless, the worship of God is advanced, and no small spiritual profit of the faithful is gathered. False, too, is the rule of Sánchez and Marín — namely, that, absent an express intention of the one vowing, his obligation is not to be inferred. For since the intention of the one vowing is precisely what is expressed, no room is left for dispute. The obligation of the one vowing, then, must be gathered from his means, and from the condition of the thing promised by the vow. When, then, the execution of a part of the thing promised — namely, the worship of God, or the piety of the faithful — advances, according to pious and prudent estimators, the end of the one vowing, in the same kind as that toward which the one vowing is bound by the whole he promised, then the one vowing is bound, without doubt, to execute this part.

XLIII. Question XIII. *When a vow concerns mixed matter, partly good, and partly evil, to what is the one vowing bound?* Response: The matter of a vow can be mixed in several ways: either because one part is possible, the other impossible — and enough has been said of this; or because it is partly good and partly evil, as if you promised you would go to Rome, and give alms, or steal something from a monastery; or because of the end, the matter can be mixed, partly good, partly bad; as if you vow alms to help a poor person, and to acquire riches, without directing this toward God. I pass over many other cases. From what has been said, however, the answer to all is clear. For when the matter is partly suitable, and partly unsuitable, and the parts can, according to prudent estimators, be fulfilled separately, the vow is valid with respect to the suitable part — as if someone vows religious life, in which case the matter is partly suitable, partly indifferent, provided no express contrary intention of the one vowing is established, as has been said. When, according to two ends, one good, the other indifferent and unsuitable, the vow is valid, unless the contrary express intention of the one vowing is established.

XLIV. Question XIV. *Is a disjunctive vow, one part of which is equally suitable, the other unsuitable — say, when someone vows either religious life, or theft — valid?* Response: If the vow is truly disjunctive, such that the one vowing did not wish to bind himself determinately to one part or the other, but indifferently, or to either equally, the vow is, absolutely, null and void. For one who so vows, by virtue of such a vow, is no more bound to the suitable part than to the unsuitable. A vow, then, which must concern a determinate better good, is invalid. The same must be said when the disjunction falls upon a twofold end, one of which is unsuitable, the other suitable. Indeed, one who so vows sins. But such a case, under these terms, is a metaphysical one. For who, unless a fool, would dare to vow in such a way as to will neither part determinately? Or who is so impious as to vow part of a crime? Wherefore, in practice, such vows, which appear disjunctive, are only conditional — or rather, they are two vows: one void, since it concerns something vain, or evil; the other valid, since it concerns a better good. As, if someone, moved by anger, made this vow: "I vow to avenge the injury done to me, or to enter religious life" — this vow is not disjunctive, but is a conditional vow, that, unless he takes vengeance, he wishes to enter religious life — or rather, they are two vows: the first, absolute, of taking vengeance, which is void; the second, conditional, of embracing the religious state, which, the condition being fulfilled, obliges, since it concerns a better good. When, however, it is doubted whether such vows are disjunctive, or conditional, I say that they are to be judged valid with respect to the suitable part, provided the opposite is not established — as Fr. Marín (loc. cit., n. 128) holds — since no one is to be presumed wicked, unless it is proven; and one who elicited a disjunctive vow concerning a good thing, and an equally evil one, would be wicked, and sinning. But in the matter of vows, when doubts arise, the safer part is to be chosen, as I shall more fully show below, against this same Marín, and other recent casuists.

XLV. Question XV. *Is a vow to visit Rome barefoot valid?* Response: St. Antoninus (Part II, tit. 11, ch. 1, §5) says: "A vow to go barefoot does not seem to bind much, since it is neither honorable, nor is it safe in the winter season, and therefore ought to be commuted" — that is, that he fulfill the vow properly clad. This vow, then, is valid, since the principal part of the vow is good; and therefore it holds, and only the accessory circumstance is evil, and therefore to be omitted. Navarrus holds the opposite (ch. 12, n. 39). But Sánchez upholds St. Antoninus's opinion (Bk. IV, ch. 10, n. 15), and Marín agrees with him (loc. cit., n. 119); and this opinion is the true one.

XLVI. Question XVI. *Is a vow not to gamble valid?* Response: The common opinion is that it is valid, since it truly concerns a better good. For gambling can be considered either as something fortuitous in respect to gain and loss, and as the source of evils — and then the vow is, without doubt, valid; or gambling is considered as a means of recreation, and of lightening the mind, undertaken according to the rules of moderate amusement; and your abstinence from gambling proceeds from a love of penance and mortification, and consequently your vow concerning it is one of a better good: therefore valid. But if it should happen that recreation of the mind would, in some case, be necessary for health, then the obligation of the vow would yield to such an occasion. Nor is it true, as Tamburini says (Bk. III, ch. 15, n. 3) — namely, that if gambling, recreation, or delicate food would, in a particular case, be more useful for your mind, vows to abstain from them would not be valid. This teaching, I say, does not seem true to me. For many make vows to abstain from meat, the use of which is sometimes necessary in a particular case; nor are their vows thereby rendered invalid. It must be said, then, that such vows do not oblige in a particular case — just as is said of any law, or precept. But it is wrongly inferred from this — that, because it does not oblige in a particular case,

such vows become altogether invalid. When, then, the matter of the vow, considered absolutely, and the circumstances that commonly occur being weighed, concerns a better good, vows are always valid — even though special cases may arise in which the vow does not oblige. But it always remains valid; and, the special case removed, the obligation of the vow again presses in its observance.

XLVII. Given that a vow not to gamble is valid, several further points remain. And first, indeed, as to what one who vowed not to gamble is bound to. Fr. Gobat (tract. 21, n. 45) and Fr. Claude La Croix (Bk. III, part 1, n. 404) contend that, from the end of the vow, it must be gathered whether the one vowing intended to abstain from all card-playing absolutely, and whether you also vowed not to play through another. For, he says, if in your vow you intended to avoid the loss of your own money, you have excluded only immoderate gambling, both for another and for yourself; but moderate gambling for another, and for yourself, you have not excluded. He infers, therefore, that you can play through another, by giving him money, and watching, unless it is otherwise established from your intention.

I respond, then, that this opinion is scarcely, if at all, defended among Christian people of genuine piety and virtue, except by casuists in favor of the one vowing. But this opinion is false, in my judgment, on a twofold count. First, because doubtful vows are not to be interpreted in favor of the one vowing, but in the safer sense — of which more below. Second, because one who vowed not to gamble, according to common understanding, ought to abstain from all card-playing, unless he expressly indicated that he was distinguishing between moderate and immoderate gambling. For this reason all such rulings, or judgments, resolved by casuists, are to be interpreted in the safer sense. When, then, someone vows absolutely, thinking of card-games while making the vow, he ought, by virtue of the absolute vow, to abstain from every such game, if such a game is found to be forbidden by the sacred canons.

XLVIII. The cited author, Fr. Claude La Croix, in order to accommodate a vow not to gamble to the favor of the one vowing, invents a double distinction between moderate and immoderate gambling, which comes down, in the end, to the mind of the one vowing. For those who vow not to gamble — say, cards — must abstain, according to common understanding, from all card-playing, unless they excluded even moderate gambling by expressly including it in their vow. Second: because one who vowed not to gamble, immoderately, or in a perilous game — did you exclude gambling by yourself, and did you also vow not to gamble for another? For, he says, if by your vow you intended to avoid the loss of your own money, you excluded only immoderate gambling, both for yourself and for another; but for moderate gambling, you can play both for another, and through another, by handing him the money, and watching — unless it is otherwise established from your intention. To resort to such casuistic little distinctions could scarcely help but excite laughter among Christians endowed with genuine piety and virtue — unless it is expressly established that you distinguished thus, when you made the vow. I answer, then, that we ought to abstain from all card-playing by virtue of an absolute vow, since it is a private law — and thereupon that celebrated saying holds equally well: "Where the law does not distinguish, neither ought we to distinguish" — both because the matter promised by the vow, namely complete abstinence from gambling, contributes greatly to avoiding the countless dangers of sin, and, finally, because a vow is always to be interpreted in the safer sense. What La Croix says, moreover — that one who gambles through another does not gamble himself — is false. For one who gambles through another seems, in fact, to gamble himself.

In the place cited, La Croix goes on to teach, with Castropalao and Tamburini, that, having vowed not to gamble so as not to waste time, you may still play through another, even if you waste time watching. Did you hear that? Even if you waste time, you have not broken your vow; but if you play with your own hand, you have broken it! A most subtle, and wondrous, theology indeed! It is not worth dwelling longer to disprove such manifest laxity.

XLIX. "If I vowed," says Fr. La Croix (loc. cit., n. 454), "not to gamble, with the end of avoiding quarrels, blasphemies, oaths... it will be lawful to gamble through another, even though these inconveniences might be feared, since in reality you are not gambling." This opinion is most lax, since, besides the reasons already given, there is added the most frequent danger of blasphemies, oaths, and quarrels. And yet Fr. La Croix foists such monstrosities upon us as though they were certain rules of morals.

L. Question XVII. *Is a vow never to sin mortally valid?* Response: To answer this little question clearly, let us first set forth what is common ground. If the vow is to abstain from every mortal sin, it is a most valid vow — since it is not only concerning a better good, but is, by divine grace assisting, morally possible. For divine precepts are proportioned to all human weakness. If, however, the vow is absolute, excluding whatever sins, both mortal and venial, taken collectively, and it is clear from the express intention of the one vowing that this is his meaning, then the vow is null — since the matter of the vow, taken collectively, is morally impossible. Vowing, then, the avoidance of all sins, mortal and venial, taken collectively, under the mode of a single object, the vow is null for the reason given — since in this hypothesis the one vowing expressly excludes this division, when he expressly vows the whole matter collectively and undividedly. Nor does the rule hold here: "One who cannot do the whole must do part" — for the one vowing is the legislator, who can impose such obligations upon himself at will. And this is the common opinion, taught by Sánchez (Bk. IV, ch. 5, n. 10), Sotus (Bk. VII, q. 1, art. 3), John of St. Thomas (II-II, q. 88, disp. 29, art. 5), Sayrus (Bk. III, n. 12), Valentia (I-II, disp. 6, punct. 3), Aragón (II-II, q. 88, art. 2, dub. 2, concl. 4), the theologians of Salamanca (tract. 27, punct. 2, §3, n. 82), Ledesma (tract. 10, ch. 2, concl. 3), Navarrus (ch. 12, n. 65), Toledo (Bk. IV, ch. 17, n. 12), and others.

LI. This aforesaid opinion, however, scarcely has any place in practice, since almost no one vowing includes, with express intention, both kinds of matter equally, under one mode — namely, both mortal and all venial sins together. For those vowing commonly intend to avoid all mortal sins, and venial ones as far as human frailty permits. For this reason such vows are valid; for to avoid all mortal sins is possible for anyone — and, as regards this part, the vow must be observed, according to that rule of law: "What cannot be done wholly is not to be entirely omitted." Wherefore such vows, when it is not clearly established of a contrary intention of the one vowing, are to be judged valid, since, when someone vows two separable things, according to the common estimation of prudent men, one of which is morally impossible, the vow is valid with respect to the possible part. This opinion Fr. Marín defends (tract. 9, disp. 12, sect. 1, n. 10), who cites Suárez (Bk. II, ch. 11, n. 31), Castropalao (punct. 8, n. 9), Gobat (tract. 21, n. 76). And this opinion is to be held even in doubt — since an act, when in doubt, is presumed to be done according to its nature, as the common axiom holds.

LII. If the vow is to avoid all sins divisively, whether mortal or venial, such that the one vowing does not determinately bind himself to either part, it is void — since, by virtue of such a vow, the one

vowing wills the suitable part no more than the unsuitable, for the reason already given above. Likewise null is such a vow: "I vow to celebrate a Mass, or to be saved."

LIII. Question XVIII. *Is a vow to avoid all venial sins valid?* Response: To answer this little question clearly, we must first set forth what is common ground. Valid, then, is a vow to avoid some particular kind of sin venially — say, lying. This is morally possible, as Azor teaches (Bk. XI, ch. 13, q. 4), Lessius (Bk. II, ch. 41, n. 51), Suárez (Bk. II, ch. 3, n. 4), Sánchez (Bk. IV, ch. 5, n. 18), Castropalao (punct. 8, n. 9), Marín (tract. 9, disp. 12, sect. 2, n. 12). Sánchez, however, maintains that a vow to avoid all venial sins in thoughts of lust, or in rash judgments, or in food and drink, or in idle words, is invalid — since, he says, it concerns something morally impossible. Others commonly teach the opposite. The disagreement is not so great that a lengthy disputation need be made of it. For practice, however, vows of this kind ought not to be advised. If, however, such vows have already been made, and torment the one vowing with scruples, a dispensation, or commutation, must be sought, so that the danger of sinning may be avoided.

LIV. The most common opinion, however, is that a vow to avoid all sins — not only collectively (which is certain among all), but even divisively — is null. For a vow concerning something morally impossible is null. Such is a vow to avoid all venial sins. For that man cannot avoid all venial sins is established by the authority of the Council of Trent, which says (session 6, canon 23): "*If anyone shall say that a man once justified can, for his whole life, avoid all sins, even venial ones, without a special privilege of God, such as the Church holds concerning the Blessed Virgin: let him be anathema.*"

LV. There are those who maintain the opposite; and their arguments are considerably strong. For they say that this vow does not oblige to anything beyond what we are already bound to; since we are all bound to avoid all venial sins. A vow to avoid them, then, will be valid. This is confirmed. That vow does not oblige, in the second act, to something morally impossible, since it only obliges, in the second act, for this instant, and then for another, and so on successively. Now to avoid all venial sins at a determinate instant is not something morally impossible: therefore that vow obliges to the fulfillment of the thing promised in the manner in which it can be fulfilled. Thus one who vows to build a temple is not bound to build the whole temple today, but one part today, another tomorrow. In the same way, one who vows to avoid all venial sins is bound today to avoid today's, tomorrow tomorrow's. Moreover, for the same reason a vow obliges as law obliges; but law obliges to something possible in the second act; therefore so does a vow. For a vow is a private law, and a prudent man can impose upon himself a better, or more prudent, law than the divine law. For the love of that divine law in us is to be judged prudent, in wishing to execute it to the letter. Is it not, then, possible in the second act? Is it not difficult for a young man living in the world, beset on all sides by many allurements, not to sin mortally — and yet, if this is possible, why would it not be possible to avoid mortal sin venially [i.e., to avoid it in a lesser degree]? Is it not difficult for a Religious not to sin venially? Moreover, is not a vow to marry, for such a man, invalid, since it would impede the greater good of celibacy?

Is not, according to Sotus (Bk. IV, dist. 38), Azor, Sánchez, Castropalao, La Croix (n. 404), a vow to confess all one's venial sins valid — since it is understood of a confession of those which, with moderate diligence, come to memory? The same, then, must be said of the vow to avoid them. Finally, according to what has been said above, a vow of celibacy is valid, even when made by a frail man who has had experience of relapses — because he can absolutely contain himself, and it is by his

own malice that he falls. Nor is the matter of a vow to be measured by the frailty and malice of the one vowing, but by the generic goodness, comparatively to a man instructed by the aids of divine grace. Wherefore it has been said that a vow of marriage, in such a man, is invalid, since it impedes the greater good of celibacy. These considerations, then, if they rightly prove the validity of the vow of celibacy, without doubt likewise establish the validity of a vow never to sin venially.

LVI. These arguments are specious, and, if the force of metaphysical reasoning is weighed, quite strong. But if they are brought back to the standard of the Councils, and of the Scriptures, they are weak, and feeble. The anathema of Trent is directed against those who assert that a man can, without special aid, avoid all venial sins in his whole life. Scripture testifies that God finds wickedness even in his Angels; and that no one is clean of stain. We ought to venerate, and carry out to the best of our strength, the divine law which forbids all venial sins; but we ought by no means to add another law to so sublime a law, one that increases and aggravates its weight. What burden human nature can bear, only its Supreme Maker knows; and therefore only he can prescribe a law concerning individuals. Nor does the parity hold between mortal sins and venial ones — since really well-behaved men, aided by the common graces of God, do avoid mortal sins; and no canon is repeated teaching that any man could carry out the avoidance of all mortal sins throughout his whole life, without a special privilege of divine grace, as is taught concerning venial sins. Celibacy, finally, is morally possible for any man, however frail, provided he wishes to employ the remedies which the Scriptures and the Fathers prescribe — the flight from women, from allurements, from wicked books, from scurrilous conversations, from spectacles, and, in short, from all the occasions which Christian prudence advises us to avoid. Nor is it enough to avoid the rocks; aids must be applied for preserving continence — frequent prayers, meditation on eternity, on hell, on paradise, on the Passion of Christ the Lord, fasts, mortifications, vigils — these are stronger remedies than marriage, which was instituted by God for the propagation of nature. But to keep a vow never to sin venially is not in man's power, however much effort he might apply; to avoid all venial sins depends on a special privilege of divine grace — which no man could prudently promise himself. This is a matter which no prudent man would say — that it is possible, however much effort he might apply, to avoid all venial sins throughout his whole life. Not to belabor the point: all these arguments, though defensible in metaphysical disputation, are nonetheless, in practice, neither to be advised, nor permitted — such vows requiring the special inspiration of the divine Godhead.

LVII. The vows reported of certain persons distinguished for piety, we maintain, were made from a special divine inspiration. St. Teresa's vow to always do whatever she understood to be more perfect is something far greater than a vow never to sin venially. The vow, too, which the most pious Fr. de la Colombière made — which is found prefixed to his printed sermons — is more sublime than a vow to avoid venial faults: for it is so excellent that, as often as I have read it, I have felt myself seized by a certain incredible awe, and have experienced myself drawn by a special feeling of veneration toward that pious man. Gobat also reports the vow of Fr. Louis de la Puente, made twenty years before his death, never to sin venially with deliberation — and other similar vows, which the history of monasticism supplies. All agree that these vows were made under the special guidance of the Spirit. And as for St. Teresa, Gregory XV asserts that her vow confirms this.

LVIII. Question XIX. *What is to be said of these two vows?* A mother recognizes that her unmarried daughter is pregnant. Foreseeing that her family will suffer infamy from her daughter's childbirth, she

vows... not to marry any other than the one who had taken her virtue — since each of these young people's marital affection for the other had already intervened before the union of their bodies. Response: Fr. Comitoli proposes this case, and teaches that the mother's vow is impious — which is self-evident. For that vow has as its immediate end the death of her daughter, and of the child which ought to be born from her. To flee infamy is, in itself, good; but it becomes evil, if it is pursued by a wicked means — since the wickedness of the means infects even the best end, as is clear from what has been said. Although, then, avoiding the danger of infamy is a good thing, and celibacy too is good, the vow, in the case proposed, is nonetheless rendered wicked by the depravity of its means — namely, the desire for the daughter's death. The daughter's vow, however, whereby she promises the lover to whom she had pledged herself that, if he does not marry her, she will refuse marriage to any other, is likewise, without doubt, good — though the marriage itself, which she had not yet contracted, is not directly considered.

Chapter VII — On the division of vows

I. We shall have occasion, when we discuss the number and multitude of vows made in the religious state, to say more on the division of vows. For the present we shall touch on only a few points. First, a vow is customarily divided into absolute, conditional, and penal. Then into solemn and simple. Third, into necessary and free, or common and particular, personal and mixed. Fourth, into affirmative and negative; perpetual and temporary; reserved and non-reserved; public and secret; express and tacit, or mental and vocal. These are the divisions you will find everywhere among all authors.

II. A vow is called absolute when you vow something free from any dependence on a condition. It is called conditional when some condition is attached to it, upon whose occurrence the obligation of fulfilling the vow arises — as if you say: "I vow chastity," "I vow two fasts on bread and water, if I recover," "if I escape from this danger." A vow is called penal when, in order to observe the thing promised, you add a penalty to be incurred — as if you say: "I vow the discipline [i.e. self-flagellation] to the point of shedding blood, if I gamble, if I enter that house full of snares." This vow is called conditional-penal. It differs from a purely conditional vow in this way: in the latter, the condition is not added as a penalty, but as a condition; in the former, the condition is added in the manner of a penalty.

III. Before I proceed further, a few things must be said about the various conditions that can be attached to vows. For some are general and necessary conditions; others are particular and free ones.

The general and necessary conditions, which are presupposed by their very nature, do not, by any means, constitute a conditional vow. Such are these: "if I live," "if it pleases God," "if my superior does not forbid it," "if the sun will rise tomorrow," as is held in the chapter *Beata*, dist. 26, q. 2. Likewise, a condition concerning the past or present does not render a vow conditional; rather it leaves it absolute, since it does not suspend anything, from the moment it is made, just as if no condition had been attached at all. The reason is that a condition, properly so called, suspends a contract in view of a future event; but a condition regarding the past, or the present, does not suspend anything — as if you say: "I vow a fast, if my father is dead," "if he is now alive": for once the truth of the condition is established, the obligation of the vow is not suspended, but is in full force, and binds the one vowing. So authors commonly teach. It could, however, sometimes be called a conditional vow with respect to

the one vowing, if the knowledge of the outcome of the condition were future — and so the vow would then be bound up with the father's death, or life. But this is a disagreement among authors on words. An absolute vow is also called one made with the intention of suspending its execution to a future time — as if you say: "I vow to enter religious life, if my father should die, if I reach my twentieth year, if I complete my course of studies." For that particle "if," in these cases, conveys the same sense as "when." For you absolutely vow to embrace religious life at a determinate time. The theologians of Salamanca (loc. cit., punct. 3, n. 88) also defend as absolute a vow like this: "I promise to enter religious life, if my elder brother should have sons" — since, they say, you absolutely intend religious life, and do not prefer your brother's succession to it, but merely suspend its execution.

This opinion, however, seems to me false — whether we look at the very notion of a condition, as authors commonly do, or at the theologians of Salamanca themselves. For a condition is called that which suspends an act until it is itself posited. Now one who binds his entry into religious life to his brother's future — truly future, and uncertain, or contingent — succession, attaches his vow to a condition. Why, then, will it not be conditional? Wherefore Suárez (Bk. VI, ch. 21, n. 6), Sánchez (Bk. IV, ch. 20, n. 83), and Pontius (Bk. VII, ch. 9, n. 18) rightly defend it as truly conditional.

IV. The theologians of Salamanca object: One who promises to enter religious life, if his elder brother should have sons, makes his vow out of an affection for religious life; nor does he prefer his brother's succession to the obligation of religious life, but merely postpones its execution; therefore the vow is absolute. They add, then, that if the one vowing says: "I promise to enter religious life, if I recover my health, if I escape from danger, if I fall into such-and-such a sin" — this vow would be conditional. Response: I do not see why this latter vow would be conditional, and the former absolute; rather, I judge the opposite to be true. For the reason given is shown to be false. Does not one who binds his entry into religious life to his brother's succession prefer his brother's succession to religious life? I ask: if his elder brother lacked sons, would the one vowing be bound to enter religious life? By no means, certainly — just as one who vowed in the second manner would not be bound, if the attached conditions should fail to occur. Truly, then, he prefers his brother's succession to religious life; for, his brother's succession failing, he does not intend to enter religious life.

V. A celebrated division of vows is into solemn and simple. A vow is called solemn which is made in the sight of the Church, and accepted by her; simple, which is made by a person as it were in private. Whether such vows differ in species, or only by divine or ecclesiastical law, according to the dignity of the religious state, has already been discussed above.

VI. A vow is called necessary — that which all make at baptism, renouncing the devil, and the pomps of the world; and this is called necessary because it concerns the observance of the evangelical law, necessary for salvation. It is not, however, properly called a vow, as we have already indicated above. A vow is called free which is spontaneously made concerning something not necessary for salvation — such as preserving chastity; or, if someone makes a vow concerning a thing that is already necessary, prescribed by precept, freely binding himself to it by a new bond of vow, which he could have omitted.

VII. Again, a vow is called either common or particular. Some, such as Bonacina, call "common" a vow made by a community, or by all its members; "particular" that which each individual makes at his own discretion. But authors commonly teach that "common" is the same as "necessary," and "particular" the same as "free" — and this is the true opinion.

VIII. A "real" vow is that whereby some external thing is offered to God; a "personal" vow, whereby an action, or omission, pertaining to the person is bound; a "mixed" vow, whereby both are promised — namely, both an external thing, such as alms, and an action affecting the one vowing, such as a pilgrimage, or fasting together with alms. So all agree. Likewise, all assert that a vow is called "affirmative" when something positive is pledged to be done — for example, alms; "negative," when something negative is promised — such as abstinence from meat, from gambling, from sin.

IX. A vow is called "perpetual" which lasts until the death of the one vowing — such as a vow to give alms every month for one's whole life; and this is called perpetual with respect to the bond of the obligation affecting the one vowing. It can, however, be perpetual in another way — namely, on the part of the matter, destined to endure after the death of the one vowing; such is a vow to build a monastery, or a hospital, in which Religious, or sick poor persons, are perpetually to be fed. A vow is also customarily called perpetual "of itself," and by the nature of the thing, when it was absolutely uttered — as when someone vows chastity, religious life, etc. — since, even though nothing express concerning perpetuity is stated, nonetheless, according to common understanding, perpetuity is understood of itself. It is called perpetual "by accident," however, when it does not, by its own nature, present this perpetuity, but it must be gathered from the intention, or words, of the one vowing. A vow is called "temporary" when it lasts for a certain, definite time — say, a vow to fast once a week for one year. All this is most common.

X. Vows are called "reserved" in which immediate and inferior Prelates lack the power of dispensing; such power is reserved to a higher Prelate alone. Those are called "not reserved" whose relaxation belongs even to immediate, and inferior, Prelates. An "express," or "formal," vow is one made in set formulas of words; a "tacit," or "virtual," or "implicit" vow is one made not by express words, but is inferred from other things — namely, when something is performed to which a vow is attached; such is the vow of chastity which subdeacons of the Catholic Church make upon receiving holy orders. A vow is called "public" which is made openly; "secret," which is made privately. All this is easy, and common ground among all.

Dissertation II — What the Obligation of a Vow Is: on the Doubtful Vow, the Indeterminate Vow, One Extorted by Fear or Error, the Conditional Vow, and the Penal Vow

Introductory remarks. Weighty questions arise in this disputation which I now undertake to examine; and — a matter of no small difficulty — I must, on several points, contend against very many recent casuists. Antiquity, and reason, will nonetheless stand by us, as we trust, that our reader may esteem it a greater and more useful undertaking than to treat questions that are not ancient, but new. For the rest, though many difficulties are unknown to the Fathers, since these questions were unknown to them, I have judged it worthwhile to discuss them, so that our reader may have ready at hand the questions others are accustomed to treat.

Chapter I — The obligation of a vow is explained: to what virtue it belongs — religion, or another; whether a smallness of matter can exist; and whether this obligation can pass on to others

I. It is a truth of faith that a vow induces an obligation, such that the one vowing must carry out what he promised. This is clearly prescribed (Deut. 23): "*When thou hast made a vow to the Lord thy God, thou shalt not delay to pay it: because the Lord thy God will require it. And if thou delay, it shall be imputed to thee for a sin.*" St. Thomas confirms this (II-II, q. 88, art. 1; Bk. IV, dist. 38, q. 1, art. 1; Quodlibet 3, art. 12): man is bound, above all, to fulfill the vows he has made to God — for this pertains to the fidelity which man owes to God. Now the breaking of a vow is a certain species of unfaithfulness. Whence Solomon gives the reason why vows must be paid: because it displeases God that a promise be unfaithfully kept. This obligation is, by its very nature, grave, and its transgression is, by its own kind, a mortal sin; for St. Thomas says (Bk. IV, loc. cit.): "*One who neglects a duly made vow sins mortally, because he breaks the faith which he entered into with God.*" The matter will become clearer from the following little question.

II. Question I. *Does the obligation of a vow pertain to the virtue of fidelity, or of religion; or also to that virtue to which the promised matter itself pertains?* Response: First, it is certain that the obligation of a vow pertains to the virtue of religion, or fidelity — since a vow is that by which the worship of latria is shown to God.

III. You will object: Fidelity toward men does not oblige under mortal sin. If, then, a vow is an act of religion, pertaining to the virtue of fidelity, it will not oblige under mortal sin, but under venial. Response: It is granted that fidelity in the promises men make, and accepted by them, does not oblige under mortal sin — since this fidelity remains within the bounds of mere veracity. But the fidelity which shines forth in the obligation of vows is consecrated to God through the virtue of religion; and religion obliges under mortal sin. There is, then, a disparity of reasoning here.

IV. There is disagreement among authors as to whether this obligation of a vow pertains not only to religion, but also to that very virtue to which the matter promised by the vow itself relates. For example: you vowed to fast, and you break your fast — do you sin against religion, in breaking the obligation of the vow, and also, at the same time, against the virtue of temperance? The first, and

true, opinion denies that the obligation of a vow pertains to both virtues — since one who vows a work of counsel, or supererogation, imposes upon himself no obligation other than that which arises from the promise made to God. This obligation, however, in its entirety, arises from the virtue of religion, and of fidelity. For the one vowing does not intend to add a new law of temperance for himself, beyond that which prescribes the limits of food and drink; although, out of an affection for temperance, which he reckons profitable and pleasing to God, he makes a vow of such a fast. This is sufficiently evident from the common sense of those who make vows. There is, then, no obligation in a vow pertaining to any other virtue besides the obligation of religion, and of fidelity.

V. The contrary opinion defends that the aforesaid obligation of a vow pertains both to religion, and to the virtue to which the promised matter is reduced — such that one who breaks a vow of fasting commits two sins: one against religion, another against the virtue of temperance. The theologians of Salamanca (tract. 27, ch. 1, punct. 4, §2, n. 102) cite, for this opinion, Valentia (I-II, disp. 6, q. 6, punct. 3, q. 1, concl. 3), Sayr (Bk. VI, ch. 6, n. 8), Sánchez (Bk. IV, ch. 11, n. 6), Bonacina (disp. 4, punct. 5, n. 11). But in fact Sánchez and Bonacina do not absolutely teach this opinion; rather, they contend only that, when the one vowing intended to bind himself out of a special regard for that virtue to which the matter of the vow relates, in this hypothesis the one vowing would incur two sins; but not otherwise, when he vowed absolutely, without this express intention, and without a particular affection for the aforesaid matter. And indeed, if the one vowing expressly intended to impose this twofold obligation upon himself, he would commit two sins by breaking his vow: one against the vow, the other against the virtue whose observance he undertook out of a debt he assumed by breaking the vow. Nor do I see why the theologians of Salamanca deny that the one vowing can impose upon himself, under grave fault, the obligation of an act of temperance, against that same virtue, such that, by omitting that act, he sins against both the vow and the virtue. For just as, in order to carry out some work of supererogation, a man can bind himself by a vow under grave fault to observe such a virtue, so too he can bind himself under grave fault to exercise some act of temperance. Nor is this to pervert the natures of things. The natures of things, in the moral order, are subject to human deliberation in those matters where no repugnance appears — as is entirely the case here. Is there not, indeed, a precept of fasting that obliges under mortal sin? Why can a Christian not impose such a precept of fasting upon himself, of his own accord and free will? And, on the hypothesis that someone expressly incurs such an obligation, and adds a vow to this obligation, no one would certainly deny that he would incur a twofold crime in the case of transgression, at least from an erroneous conscience.

VI. But, setting aside this verbal disagreement, the first opinion is true, and is defended by Cajetan (II-II, q. 88), Suárez (Bk. V, ch. 3, n. 3), Castropalao (disp. 1, punct. 11, n. 8), Trullench (Bk. II, ch. 2, dub. 11, n. 13). Indeed, Sánchez and Bonacina themselves uphold this same opinion, whenever the one vowing does not expressly intend to assume a twofold obligation.

VII. You will object, for the contrary opinion cited: A vow is a certain private law; and the one vowing is legislator of his own right. But a legislator, prescribing an act of some virtue — say, temperance — obliges by the precept of that virtue. The same, then, must be said of a vow. Does not one who violates a vow of fasting sin at once against fidelity and against temperance, just as a transgressor of a vow of chastity is at once unfaithful and unchaste? This is confirmed. Is not a transgressor of a vow bound in confession to disclose the matter of the vow? This is commonly taught by theologians. Now

if the sin were only against religion, it would suffice to say in confession, "I sinned against my vow in a grave matter," without needing to explain the matter of the vow. Response: A vow is a private law, whereby the one vowing imposes a burden on himself. Wherefore what the one vowing regards first, and per se, is to bind himself to offering God, by means of a vow, worship, by carrying out this or that action, which he already supposes to be honorable matter for a vow. But law imposes necessity upon the matter it prescribes, or renders the matter necessary, and leaves it within its own sphere and orbit of virtue, so to speak, and, by means of such honorable matter, aims to render men subject to it virtuous. The limits of temperance are prescribed by nature itself. A law that wills men to be endowed with the virtue of temperance constitutes the necessity of temperance — and this is what the law, per se, regards. But one who dedicates a vow of fasting to God, by his own nature, and per se, does not look to, or intend, adding a necessity to the honorableness of the matter to be made subject to the vow; but, supposing the honorableness of that matter, he takes it up as an instrument by which he may show God worship — and this is what the vow, per se, regards. If it is granted that one who breaks a fast also violates temperance at the same time, it does not follow that he sins mortally against the virtue of temperance, but only venially — just as one bound by a vow not to eat would sin, if he ate. For the rest, I am not displeased by the opinion of Fr. Suárez (Bk. V, ch. 3, n. 12) and Castropalao (punct. 11, n. 9), who teach that someone can transgress a vow of fasting without overstepping the limits of temperance. As for the last point, many authors respond that one is not bound to disclose the matter subject to the vow, but it suffices to disclose the transgression of the vow in grave matter; and Sánchez gives this same law (Bk. IV, ch. 12, n. 25). We, however, say that confession of the circumstances that aggravate the sin is necessary, as we shall show in its proper place — at least so that the minister may form a prudent judgment of the necessity of the remedy to be applied.

VIII. Question II. *Is it of greater merit to undertake some work by a vow, or without a vow?* Response: The Angelic Doctor answers affirmatively (II-II, q. 88, art. 6; III Contra Gentiles, ch. 137, and elsewhere). He gives many reasons, of which I will indicate three here. First: an act of a more sublime virtue is more praiseworthy, and more excellent. A work done by virtue of a vow proceeds from the virtue of religion, which is greater than that of the one who performs the same work without a vow — for the greater the virtue, the greater the merit. Second: one who performs a work out of a vow dedicates his own freedom to God, and binds himself to God by a firmer bond. Whence, if other things are equal, one who imposes a vow on himself offers God a greater gift than one who does not impose a vow upon himself, for he who makes a vow dedicates his liberty to God for God's glory. This reasoning is rendered more sensible by this analogy: one who gives a tree, together with its fruits, gives more than one who would give only the fruits. Similarly, one who, by vow, offers his liberty to God, and at the same time consecrates the work to God, offers more to God than one who would give only the fruits — that is, the works — of the tree of liberty. Hence it is that one who performs a work out of a vow fulfills two counsels: one of the work, the other of the vow, which likewise falls under counsel. Third: a work bound by the law of a vow proceeds from a will more firmly established in the good. Therefore that work enjoys a greater goodness — for a firmer good, in celestial happiness, redounds to a greater merit than to your firmness.

IX. If, then, we consider the nature of a vow — namely, that it is exceedingly advisable to dedicate our works to God from a will established in the good — we must necessarily infer that it is very

expedient for us to make vows seriously, and to offer God the more excellent gifts. The Angelic Doctor himself raises some difficulties against this.

X. You will object: it is not expedient to swear frequently, since frequent oath-taking is forbidden — for it carries with it the danger of perjury, and profanation of the divine name; but the same danger must be feared in a vow: therefore neither must we make frequent vows, etc. Response: St. Thomas himself assigns the difference (q. 89, art. 4): an oath is taken as a kind of remedy, by which aid is brought to human frailty; nor is an oath, apart from necessity, good in itself — for a mere usurpation of the divine name is lawful only through necessity. On the contrary, a vow is, by its own kind, good, and the better, the more free it is from any necessity. Wherefore we ought not to await some necessity in order to make use of it, but, absolutely, and every necessity aside, it can be offered to God. In taking an oath, we make use of God's name, or majesty and reverence. In vowing, we do not make use of God, but show God worship and reverence. And although in an oath too the worship of God shines forth, nonetheless God is honored only then, when necessity urges; his name is assumed for the confirmation of truth. Without this necessity, then, the divine majesty is not honored, but profaned.

XI. As for what is added concerning the danger of violation, the same Angelic Doctor answers (q. 88, art. 4, ad 1), in his customary divine manner: he distinguishes a twofold danger — one arising from the nature of the deed itself, the other from man's own fault. An example of the first is this: if a bridge is ruinous, its crossing is to be avoided, since danger threatens from such a bridge. An example of the second is this: if a bridge is solid and firm, and a man wishes to cross by its extreme edges — since then the danger arises not from the bridge, but from the man himself. A vow, then, is founded upon a firm resolve of the will to worship God; it also strengthens the will itself in the good. The danger of violation, however, does not arise from the vow, but proceeds from man's own fault. For our discussion here concerns a prudent vow, which a man, relying on divine aid, makes, and which he trusts he will observe, with the help of God's grace. It is not, then, any fortuitous danger that ought to hold us back from a work; otherwise we should never enter a skiff, or a ship, never mount a horse.

XII. Question III. *Can there be a smallness of matter in a vow?* Response: That the obligation of a vow is, by its own nature, grave, and obliges under mortal sin, has already been said. That its transgression can become light, either through an imperfect deliberation, or through the mind's slip, no one denies. For on this ground any law whatsoever can be lightly violated. The whole question turns on this: whether such a light transgression can occur on account of the smallness of the matter itself — just as theft, from a small taking of another's property, becomes a light offense. The smallness or gravity of matter is not always taken from the matter promised by the vow itself, but chiefly from its circumstances and its end. For matter is often light and grave by reason of its end — as will be said in the book on laws.

XIII. I preface what is common ground. If the matter of the vow is not the whole and entire matter, but only partial — say, you vowed to recite the entire Rosary, and omit one decade — then the transgression is light by reason of the smallness of the matter, which, compared to the whole, is reckoned light in common estimation. Fr. Claude La Croix, however, is not to be heeded, who, too laxly, contends (Bk. III, part 1, n. 148) that omitting the entire Rosary is a light matter — although he afterward asserts that a penitent who omits the entire Rosary imposed by a confessor as a penance

would not sin mortally. He assigns a different reason for this in this manner: that the recitation of the Rosary, prescribed by a confessor, is imposed by way of a penalty; and since it is quite burdensome to recite the entire Rosary, the matter is therefore reckoned grave; but a vow, on the other hand, is offered as an act of worship to God, and it is not deemed notably burdensome in the recitation of the Rosary, and therefore it becomes light matter — but as sanctified by a vow, it becomes graver and more sublime — since it is elicited from a more noble virtue. A charming method of reasoning indeed, which occurs everywhere among certain casuists! La Croix cites in his favor Tamburini (Bk. I, on the Decalogue, ch. 1, §3, n. 21). But Tamburini expressly teaches the opposite there. Here are his own words: "You vowed a crown of the Virgin consisting of six decades; you omitted two decades. Compared to the aforesaid crown, since they are the third part, they do not seem a light matter; but, since it damages the intended end only slightly — that is, the worship of the Virgin — if the other four decades are recited, it will be venial to omit only two." La Croix, besides Tamburini, also cites Sporer, Tamburini's disciple. But Sporer, as usual, merely copies Tamburini's teaching, as can be seen (tract. 1, ch. 5, §4, n. 30). Gather from this the necessity of reading authors at their source. The difficulty, then, concerns the entire matter of a vow.

XIV. Question IV. *Is it a mortal sin, when the whole of that matter, absolutely light, is omitted, to transgress a vow?* Response: Cajetan teaches the affirmative opinion (II-II, q. 89, art. 5, dub. 1), Armilla (s.v. *Ius*, n. 11), Trovamala (s.v. *Votum*, q. 10), Toledo (Bk. IV, ch. 17) calls it the safer opinion; Córdoba (q. 188). The reason is that the transgression of a vow is, by its own nature, grave. Wherefore, when it is violated with deliberate mind, by omitting the entire promised matter, the transgression is complete, and consequently mortal. This reason does not press very hard: for there are many precepts of natural and divine law which, by their own nature, oblige under mortal sin; and yet a deliberate and complete transgression, in a light matter — say, the theft of a single small coin — is venial. Another reason is adduced, drawn from the parallel of a promissory oath, whose violation, even in light matter, is grave, and never light. But not even this reason is entirely convincing. First, because the nature of a vow is one thing, and that of an oath another — since an oath consists in the invocation of the divine name for the confirmation of an assertory truth. Now a grave injury is inflicted on God whenever he is invoked to confirm a falsehood. Second, because, concerning oaths, there is a certain and firm principle: that perjury is, in the opinion of all, a grave sin — the Church herself so defining, against the patrons of a milder doctrine. From this principle, validly, as it seems to me, it is argued to establish that a promissory perjury is likewise always mortal, as we shall prove below. But a similarly firm foundation we do not have in the case of a vow. Wherefore the opinion which defends that not every perjury, whether assertory... or promissory, is a mortal sin seems to me more probable, and true; but this is disputed concerning a vow.

XV. The contrary opinion is the more common one, defended by Sotus (Bk. VII, q. 2, art. 1), Navarrus (Summa, ch. 12), Henríquez (Bk. V, ch. 20, n. 4), Aragón (II-II, q. 88, art. 1, dub. 2), Azor (Bk. XI, ch. 15, q. 4), John of St. Thomas (II-II, q. 88, art. 1, concl. 1), Trullench (Bk. II, ch. 2, dub. 21, n. 4), Suárez (Bk. V, ch. 4, n. 8), Sánchez (Bk. IV, ch. 12, n. 8), Bonacina (disp. 4, punct. 5, §4, n. 1), Palao (tract. 15, disp. 1, punct. 11, n. 6), Sporer (tract. 3, on the Decalogue, ch. 2, sect. 2, n. 81), La Croix (Bk. III, part 1, n. 448), Marín (tract. 9, disp. 3, sect. 3, n. 10), Cardinal Diana (Vol. VIII, tract. 4, resol. 10), Ledesma (Vol. II, tract. 10, ch. 3, dub. 1), Antoine (tract. on virtues, ch. 3, q. 4), Wigandt (tract. 10, exam. 8, n. 1), where he upholds that a promissory perjury is grave, and assigns its difference from a vow; Paul of Lyon (tract. 4, diff. 2, art. 2, q. 1), Felix Potestas (Vol. I, part 2, n.

1820), the theologians of Salamanca (tract. 27, ch. 1, n. 122), and many others. The reason for this opinion is obvious. A vow, as has often been said, is a private law, which, in likeness to all other laws, obliges according to the gravity of the matter; other laws, in a light matter, oblige only lightly: the same, then, must be said of a vow. This is confirmed by the parallel of partial matter, whose omission is light — since it inflicts a light irreverence toward God. Therefore, since the whole matter of the vow is light, its omission will likewise be light.

XVI. This second opinion seems to me true, if taken absolutely. I would only add this: that it scarcely has a place in practice. For men, commonly, when they make a vow, offer God something reckoned grave in common estimation, both on account of the end, and on account of the dignity of the vow itself. For who, seriously, prudently, and with deliberate mind, would make a vow to recite a single "Our Father" and "Hail Mary," or to kiss the ground twice, or something similar? Certainly men commonly pledge grave matter to God, worthy of a vow. For if it would be shameful even among men themselves, when established in some dignity, or in some case of poverty, to offer such trifling little gifts, unless necessity urged in some case — how much more should men be ashamed to dedicate to God vows whose matter is so small that its omission, or violation of the vow, could be reckoned light? This can be further confirmed from the common principle of law, which, by its own nature, obliges gravely. For just as no legislator establishes any law entirely in light matter, so too no one vowing, speaking prudently and commonly, makes a vow whose matter is light. Wherefore in practice a case will scarcely occur in which someone omits the observance of some vow without grave fault. For although the matter of a vow may appear light, it will nonetheless, by reason of the end intended by the one vowing, always be grave. For example: you vowed to recite one "Our Father" and "Hail Mary" daily, to soothe some most grave temptation, since you have found this recitation an efficacious means, so that you may not succumb to temptation. I would not then dare to exempt you from grave fault, even for a single day's omission — since such matter, by this circumstance of end, becomes grave. Something similar holds in nearly all vows whose matter, considered absolutely, appears light. For everyone who prudently makes a vow does so moved by some grave consideration; and consequently the thing promised, considered in itself, will at least be grave in its end. Granting, however, the hypothesis that the matter of a vow were light in every respect, then I would grant that the transgression of the vow would likewise be light. But I maintain that this scarcely ever occurs in practice — a point I repeat so that the minister of penance may be cautious, provident, and carefully weigh not only the lightness of the matter, but chiefly the gravity of the end.

XVII. Question V. *Can the one vowing bind himself gravely in light matter, or lightly in grave matter?* Response: As to the first part, when the matter is light on every side, the common, and most common, opinion asserts that the one vowing cannot do this, even if he wished — since a vower cannot bind his subjects... [Concina now considers the two sub-questions]. Regarding the first part, this opinion is quite common: Sotus (Bk. VII, q. 2, art. 1), Pedro Ledesma (Vol. II, tract. 10, ch. 3, dub. 1), Sánchez (Bk. I, on Marriage, disp. 9, n. 6), Diana (Vol. VIII, resol. 11), Vázquez (Vol. II, disp. 163, ch. 4, n. 34), Raphael de la Torre (q. 88, art. 4, disp. 6, n. 8), Prado (ch. 31, q. 4, §3, n. 36), John of St. Thomas (II-II, q. 88, disp. 29, art. 8), Marín (tract. 9, disp. 3, sect. 3, n. 12), Leander (tract. 2, disp. 3, q. 9), and others commonly.

XVIII. As to the second part of the question, authors are sharply divided, and go to two extreme opinions. The first teaches that, in matter grave by its own nature, the one vowing cannot bind

himself lightly. For, although anyone can vow, or not vow, once he wills to make a vow, the limitation of the obligation no longer remains in his power. Obligation follows the nature of a vow as its own property. One who wills a vow, then, must will that obligation which is proper to a vow. But the obligation proper to a vow in grave matter is grave. One who wills a vow in grave matter, then, must bind himself gravely. This is confirmed. One who wills a vow wills, by that same will, the obligation which follows the vow. Therefore one who wills a vow in grave matter wills a grave obligation. It is proved, further, by the parallel of an oath. It is indeed within a man's power to swear, or not to swear. But, given that he wills to swear, it is not in the swearer's power to bind himself to confirming the truth by means of an oath only under venial fault; rather, he is bound to adapt his intention and will to the nature of an oath. The same, then, must be said of a vow. Finally, if it were in the mind of the one vowing to limit the obligation of a vow, one professing religious life could bind himself under venial only, one being ordained to holy orders could bind himself under light fault only, one contracting marriage could impose upon himself a light obligation of rendering the debt — all of which are false. This opinion is taught by Sotus (*On Justice*, Bk. VII, q. 2, art. 1, at the end of the body of the article), Corduba (q. 188, punct. 1), Raphael de la Torre (on II-II, q. 88, art. 5, disp. 6, n. 4), Montesinos (on I-II, on laws, disp. 23, q. 9, n. 159), Pontius (Bk. XII, on betrothal, ch. 11, n. 12), Martínez de Prado (Vol. II, ch. 31, q. 4, §2, n. 8), Vázquez (I-II, disp. 158), Wigandt (tract. 10, exam. 3, n. 32, resol. 4).

XIX. The second opinion maintains that the one vowing can, at his own choice, bind himself under light fault in grave matter. They prove it, first, by the authority of St. Thomas, who says (II-II, q. 88, art. 10): *He who vows establishes a law for himself.* But a law, however much it commands something in grave matter, can by the intention of the legislator oblige only lightly. The same, therefore, must be said of a vow also. This is further confirmed from the same St. Thomas. For in the place cited (II-II, q. 88, art. 3, ad 3) he says: *The obligation of a vow is caused by one's own will and intention. Whence it is said, Deuteronomy 23, etc. . . . And therefore, if it is in the intention and will of the one vowing to bind himself to pay at once, he is bound to pay at once.* Therefore the gravity of the obligation must be measured from the intention of the one vowing. Lastly, they argue thus. Either it is possible to vow in such matter binding oneself only under venial fault, or it is not. If the first: then, when the one vowing expressly wills to bind himself under venial fault, the obligation will in fact be under venial fault. If the second: it will not be a true vow, and so the one vowing will remain in no way bound. This opinion is defended by Suárez (Bk. IV, ch. 4, n. 5), Molina (*On Justice*, disp. 262, nn. 8 and 12), Castropalao (tract. 15, disp. 1, punct. 11, n. 4), Filliucci (tract. 26, ch. 3, n. 80), Diana (Part III, tract. 6, resol. 91), Bonacina (disp. 4, punct. 5, §2, n. 7), Trullench (Bk. II, ch. 2, dub. 12), Sánchez (Bk. IV, ch. 1, nn. 27 and 30), Bassaeus (s.v. *Votum*, 3, n. 4), Leander (tract. 2, disp. 3, q. 8), the theologians of Salamanca (tract. 17, ch. 1, punct. 4), and not a few others.

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XX. The first opinion is more probable; for its arguments are valid; the reasonings of the second opinion, however, are weak, and suffer from sophistry. They are reduced, indeed, to two heads, or rather to one — namely, to human will, which can vow, or not vow. A distinction must be drawn here, as the authors of the first opinion draw it. Man can vow, and man can not vow. But, once the position is granted that he really does vow, it is by no means in his power to diminish the quantity of the obligation, and to restrict it at will. Man can approach fire, or not approach it. But, given the

approach, warming necessarily follows. Nor is it valid to object that fire, by its nature, heats even against one's will, whereas a vow does not oblige except from the consent of the will; for all theologians grant that the whole obligation of a vow depends on the freedom of the one vowing. St. Thomas says that it depends solely on the will, and on the intention of the one vowing, who can either not vow, or vow for a future time, and not the present. But, given that he has bound himself for the present time, the Angelic Doctor says this, and no more: that the one vowing can defer its fulfillment to a future time. This, and nothing else, does the Angelic Doctor state. By no means, however, does he say that it is possible to pervert the nature of the obligation. For this reason, authors of the first opinion commonly deny that a legislator can, in grave matter, lightly impose or not impose a law — although some, such as Wigandt, Gonet, and others, grant this concerning a legislator, they deny it concerning one vowing, and assign the difference: for a vow directly concerns God, as a superior, who acquires a new right over the one vowing according to the nature of the promise. Wherefore, without God's will, the obligation cannot be relaxed; but law regards the subject, whom the legislator can bind more strictly, or more mildly, at will. Moreover, the obligation of a vow is immediately of divine right; the obligation of human law, however, pertains to divine right only remotely.

XXI. So that every fallacy may be removed, it must be observed that theologians, when they assert that a vow is a private law, do not assert this in the sense that a man, privately, institutes the law of a vow; but because man, vowing, freely undertakes such a law. The law of a vow is instituted in Scripture itself. But God only counsels this law to the faithful; he does not oblige them to it. If, however, a man once wishes to embrace this counsel of vowing, he cannot, in any way, pervert the nature of that divine law by vowing. For the nature of the obligation, in grave matter, is instituted in such a way that, just as all other divine laws are necessarily to be observed, as man is subject to them, so too, once this law of a vow is freely assumed, its nature cannot be altered. It is one thing to establish a new law; it is another to freely impose upon oneself the observance of a law already made. Even granting that a legislator establishing a new law could, at will, moderate the gravity of the obligation, it does not follow from this that the same can be accomplished even by one who merely imposes upon himself the observance of a law already made. In a vow, then, distinguish a twofold obligation: one of the human deed, the other of divine right. The first depends on the will of a man; not so the other. The obligation of the human deed presupposes the will to freely embrace a vow. But, this position granted, the obligation of divine right, which necessarily follows the nature of a vow, in no way depends on the human will — which, though it can refuse the vow, cannot diminish the necessary property of the vow, and adapt it at its own discretion — which could be confirmed by very many examples.

XXII. This is confirmed. The one vowing cannot bind himself gravely in light matter, as all authors of the second opinion admit. Why? Because, they say, the one vowing cannot alter the natures of things — since the promise of the one vowing must be rational: for God rejects, and abhors, a foolish promise. But it would be irrational, and unjust, if, in matter which is by its own nature light, one imposed a grave obligation. The increase of the obligation, then, does not depend on the will of the one vowing: will its diminution depend on it? Why can he not increase the obligation in light matter, but can diminish it in grave matter? What discernible reason, I ask, is there for this? Words can be given in reply, but no solution. For, they say, the one vowing is bound to conform himself to the

natures of things, and to adapt his will to them — by the very same reasoning, and with even greater right, he will be bound to do this in grave matter as well.

XXIII. The dilemma which the theologians of Salamanca raise is of no weight at all. For we say it is not possible for a man to make a vow under light fault in grave matter. If this is so, they say, it will not be a true vow, and thus the one vowing will remain in no way obliged. But if this is so, the case falls already: since we ourselves say that a vow cannot be found in grave matter with a light obligation. This is precisely the state of the disputation. If, then, they themselves grant that one vowing in grave matter with the intention of binding himself only lightly does not make a true vow, this is what we ourselves say — namely, that no true vow can be found in such a case. But we say that a man who, with deliberate mind, truly intends, and really vows, elicits a most true vow — one that really produces a vow, even in light matter. For the first will is efficacious. This efficaciousness produces its effect, is manifested, and is discerned. The later will [to limit the obligation] is a mere ineffective velleity, which cannot prevent the necessary properties consequent upon a vow. For one who cannot prevent the existence of that thing which necessarily follows, cannot prevent that which follows from its nature. One who truly vows, then, elicits a most true vow, although he may have the intention of not binding himself except under venial fault.

XXIV. As for the response they give, drawn from the parallel of oaths, and of other contracts, in order to elicit this obligation with only a venial obligation, it does not seem to me sufficiently solid. They say that everyone is free to receive holy orders, or to contract marriage; but, given the will to marry a wife, or to be ordained, a man is no longer free, so as to limit the obligation at his own discretion. For, they say, for a man being ordained to holy orders, or professing religious life, ecclesiastical law is present; other contracts, such as betrothal, marriage, etc., are onerous on both sides — and, lest what is certain among all be denied, this ecclesiastical law absolutely prescribes to all being ordained the making of a vow. For, by this very fact that it prescribes a vow, the one vowing remains bound to make the vow with all its consequent conditions and properties. Likewise, by this very fact that a private individual freely undertakes, and imposes on himself, the law of the vow, he accepts the vow, along with the notions that follow from it, and cannot thereafter be free to limit it. Wrongly is it objected, to disprove the one vowing's inability to limit the obligation, that God, who obliges the one vowing, is not thereafter free to restrict his own law — for a vow is offered to him, and he cannot limit the natural obligation of the vow. What is opposed regarding the parallel of an oath is likewise of no weight. For an oath cannot limit the obligation of the vow which is dedicated to God by an oath, as we have granted, and indicated above; likewise, just as a man swearing cannot limit the obligation proper to an oath, so too, in grave matter, a man vowing cannot limit either the nature or the notions consequent on both.

XXV. Question VI. *Does the transgression of a vow to avoid some venial sin oblige under mortal?* Response: Although, granting the absolute position of a vow in light matter — such as, for example, reciting one "Our Father" — its transgression would be a venial sin, since prudent men make such vows; nonetheless, since it scarcely ever happens that someone would elicit such a vow, unless for some grave end, it therefore holds that, if someone made a vow to avoid some venial sin, matter altogether light — an officious or jesting lie, or something similar — he would, without doubt, elicit it for some grave end. And therefore I answer that the aforesaid vow would oblige under mortal — which the theologians of Salamanca themselves admit (loc. cit., n. 155), when the one vowing would be

hindered from greater perfection by a venial sin subject to the vow — although they say, with Trullench and Sánchez, and others, that such a vow, absolutely considered, obliges under venial fault, if it concerns avoiding venial fault; but under mortal, if it concerns fleeing mortal fault — since perhaps they will say that cases are to be resolved according to the natures of things absolutely considered. We, however, assert the contrary: that cases are to be resolved practically according to circumstances, and according to what commonly occurs in practice. And because there is scarcely anyone who binds himself by a vow to avoid a venial sin, except on account of some grave circumstance — otherwise the vow would be imprudent — therefore, responding according to what commonly occurs, we say that the aforesaid vow obliges under mortal. See what has been said above, n. 12, q. 1.

XXVI. Question VII. *Does one who violates several vows in light matter on the same day sin mortally?* Response: From what we have already said, the affirmative answer is clear. But, disagreeing even from our own particular opinion, I say that this person sins mortally absolutely — and this is taught by Sánchez (Bk. I, Summa, ch. 14, n. 16), Diana (Vol. VI, tract. 14, resol. 22), Bonacina (disp. 3, q. 6, punct. 6, n. 6), Domenico Viva (q. 8, art. 2, n. 29), and several others. Since the obligation of vows of the same character is the same, although the vows are numerically distinct. Moreover, although each vow individually may pledge to God something light, all these vows taken together nonetheless constitute a grave matter, as we suppose. Therefore, since all these belong, as they pertain, to the same virtue of religion, they gravely violate that same virtue of religion. By this reasoning, one who pledged a grave sum of money to a man in several promises would sin mortally if he retained for himself a small quantity, or if, on several occasions, he refused to render small services — since all these promises, though numerically diverse, pertain to the same virtue of justice.

XXVII. Diana (loc. cit.) considers the contrary opinion probable — since, when several vows are made, each vow constitutes a certain unit, which is not united with the other vows; nor do all agree in anything such that they could form a single whole, and consequently constitute a single fault. The vows are, then, disparate: and the defrauding of the several acts of homage which the one vowing pledges to God will likewise be disparate faults; for the worship resulting from those various promises does not accrue to a single God. It is answered that such arguments are vain, since, according to the common estimation of prudent men, it is a grave matter to defraud God, in whom all these promises converge, of the grave worship shown by fulfilling the promise. That transgression, then, of many vows, really robs God of a grave portion of worship, of the kind promised him in the vows. It will, therefore, be a grave fault.

XXVIII. Fr. La Croix (Bk. III, part 1, n. 411) and Fr. Marín (tract. 9, disp. 3, sect. 3) say that our opinion is not universally true; otherwise a beneficed cleric would sin mortally who daily omitted some light matter in the Mass, some small part of the Hours, and some small part of other prayers due by obligation — all of which small omissions, they say, would constitute a single grave matter, which certainly no one would maintain. They confirm this with another absurdity: if several light matters, from the fact that they are united in the same virtue of religion, constituted a single grave matter, then, by the same reasoning, several grave matters, subject to the same virtue, would constitute only a single, graver fault; and thus a beneficed cleric omitting the Mass and the Hours would commit only a single, graver fault. La Croix adds that Oviedo does not acquiesce in this opinion. But Oviedo draws a distinction here. If the vows were made from different motives — say,

one in honor of the Passion of Christ, another in honor of the Blessed Virgin, a third for the deceased — even though the matters were of the same character (say, all were prayers), he teaches that the matters are by no means united, but that only several venial sins are committed, if all these aforesaid obligations are omitted on the same day — since the distinction of the ends of the vows implies a distinction of the vows themselves. On the contrary, however, if the vows were made for the same end, even if the matters were of a different character — for example, if someone in imminent shipwreck vowed a daily recitation of the Rosary, and then also vowed to give a certain sum of alms — then, he says, these matters are united, and one omitting to fulfill all such vows sins mortally. It is otherwise, he adds, if someone, for the same day, vowed to hear Mass, to say the Rosary, to give alms — though he vowed all these out of an affection for divine worship — he does not therefore say that those matters are united, nor that a single grave matter is constituted from light parts omitted — since that general and mediate motive of religion is not apt for uniting such obligations. La Croix regards this opinion of Oviedo's as more probable. Fr. Fernando de Castropalao, according to the same La Croix's report, also judges this opinion, as described, to be true — that even if all these matters, separately light, were promised by a single act, or vow, that act would nonetheless be virtually multiple, because of the diversity of the nature of the matters. By "matters of a different character," he understands those promised by vow which, though pertaining to the same virtue of religion, are nonetheless prescribed by different laws — such as the Masses, and the canonical hours.

XXIX. The arbitrary speculations, and often useless ones, of certain recent casuists compel us to indulge overly in prolixity, lest their promises should sometimes go unrefuted by us. Let us begin from Fr. Castropalao's last opinion, which we reject as excessively lax. When someone promises several matters of a different character in one vow, will he not sin mortally, because the virtue of that vow is multiple? If this opinion held, how many vows, how many stratagems of casuists would not be evaded! You vow to give two julios to a poor person, to recite ten "Hail, Holy Queen" prayers barefoot, and with arms outstretched and knees bent before the most august Sacrament, to invoke the most holy name of Jesus several times, to keep silence for a quarter of an hour, to read a spiritual passage, to visit the sick, and to comfort them, to visit the Chapel of the Blessed Virgin, to recite "Speak, my tongue," for two hours, and to scourge your flesh through the entire "Miserere" — all these things you pledge to God by a single vow. You omit them all without committing a grave crime, because that vow is multiplied according to the multiplication of the things promised? Whoever among Christians could conceive of such a fruitful multiplication of a virtually single act? No one, certainly, except new Moralists, too much accustomed to speculations contrary to the common sense of piety. Wherefore we reject this opinion of Castropalao's as contrary to common sense. For when the one vowing pledges to God all the aforesaid matters together in a single act, he offers to the divine majesty a single gift, though distinguished by various little offerings, and formed into one. Therefore, when he transgresses such a promise, he gravely offends God — which I could confirm with many examples, were the truth not self-evident.

XXX. As for Oviedo's opinion, we say, first, that if someone vowed, on the same day, to hear Mass, to say the Rosary, etc. (to use La Croix's own words), he would be promising things which, taken separately, would constitute grave matter: for what matter, taken in its own abstraction, is grave with respect to a precept, is likewise grave with respect to a vow. Now hearing Mass, with respect to a precept, is a grave matter: therefore likewise with respect to a vow. Absolutely, however, we say that, although the aforesaid distinction may present a diversity of its own kind, nonetheless, in practice,

according to the common sense of piety and prudence, and of sincerity, and good faith, laws must be observed such that one who promises to render several offices, due on the same day, chiefly to the same Lord, incurs a grave injury — which, though separable, nonetheless, taken together, constitute a grave matter. And indeed, if a vow, as has often been said, is to be weighed above all from the intention of the one vowing, the one vowing considers nothing less, when he makes the vow, than such subtle speculations. It should be added that, as has been said above, no one, in practice, seriously and with deliberate mind, vows anything light, except for some grave cause — which holds true, with even greater right, when someone makes several vows at once, or by one vow pledges several small gifts to God. Fr. Claude La Croix's argument, however, is altogether beside the point. For we are not now inquiring whether, if the one vowing omits a small partial matter of one entire vow, and then another small quantity of another vow, he sins mortally — since it is certain among all that such omissions are only venial sins, which, however multiplied, do not constitute a single mortal sin. But the question is whether the transgression of several vows, each of which has its own entire and whole matter light, is to be reckoned mortal for the principal transgression of each entire vow. Now the transgression of the whole of some entire vow's matter presents a different species than the observance of the vow with respect to a merely light part omitted. It would scarcely occur to anyone to ask whether such light transgressions constitute a mortal sin, when it is established that the sins are only venial. But the total transgression of several vows, by its own nature, presents something grave. And, lest we waste more time on a question of little importance, even La Croix himself grants that Oviedo's opinion is more probable — which, however, does not differ from our own, except by an arbitrary distinction which occurs to no one who actually makes vows.

XXXI. Question VIII. *Does one who vowed to recite one "Our Father" and "Hail Mary" daily for several years sin mortally if, over several years, he daily omits this prayer?* Response: The affirmative opinion, taken absolutely, is defended by Zúñiga (II-II, q. 88, art. 1, dub. penult.), Sayr (in *Clavis Regia*, Bk. II, ch. ult., n. 21), Valentia (Vol. III, disp. 6, q. 6, punct. 4), Malder (II-II, tract. 2, ch. 5, dub. 4, q. 1), Tannerus (in II-II, disp. 5, dub. 3, n. 2). The contrary opinion is defended by Sotus (Bk. VII, q. 2, art. 1), Aragón (II-II, q. 88, art. 3), John de la Cruz (in *Directorium*, part 2, prec. 2, art. 4, dub. 4, concl. 1), Villalobos (Vol. II, tract. 34, difficulty 3, n. 3). They add, however, that this opinion does not comprehend a vow to give a small alms daily: for, if you repeatedly omitted small alms, as soon as these small alms would constitute a grave matter, you would sin mortally. Many others — namely, Azor (Bk. XI, ch. 5, q. 3), Vázquez (I-II, disp. 158, ch. 5), Sánchez (Bk. I, ch. 9, n. 14) — subscribe to this. To these La Croix (n. 450), the theologians of Salamanca (n. 115), Trullench (ch. 4, n. 17), Marín (n. 116), Diana (resol. 14) draw a distinction, saying: If the vow is fixed to the day, and is elicited in honor of each particular day, then a venial sin is committed by transgressing the vow on each individual day — and these venial sins, repeated on individual days, whether over one year or several, do not constitute a single mortal sin. For the obligation passes with the day to which the vow was attached. On the contrary, if the vow is not fixed to particular days, but a time-limit is merely appended as the term of the obligation, then those light matters — namely, the recitations of prayers — are united together, and, after several transgressions, constitute a single grave matter, and a mortal fault is committed.

XXXII. The difficulty, says Diana, is in recognizing when a vow really is fixed to the day, or not. And first, from Castropalao, he answers that if some particular motive shines forth in the individual days — as in reciting the Rosary daily in honor of the Blessed Virgin's calculation [i.e., number of beads]

— then the vow is fixed to the day, and the obligation is not extended to the following day, or does not pass over; and this happens almost always in personal vows, as others cited by the same Diana say, to whom La Croix, Marín, Viva, and others subscribe. On the contrary, however, if the vow is real — such as giving a small coin in alms each day — then the vow is not fixed to the day, but the obligation passes to the following day; and, after so many omissions, a mortal fault is committed. Castropalao adds, however, that even in real actions of giving alms, a vow can sometimes be fixed to the day, when some particular reason shines forth in individual days.

This distinction is absolutely true, and sometimes occurs in practice. For in the case of a Cleric bound to recite the canonical hours daily, when the day has passed, the obligation likewise passes. But that Castropalao says this of real actions of giving alms, I do not consider true. Indeed, nearly all authors, when the vow concerns something to be rendered — such as alms, or any other gift, except prayer — say that the obligation is extended into future time, and consequently that one who transgresses up to a grave matter sins mortally. For the rest, how the aforesaid distinction can be applied to a vow to recite one "Our Father" and "Hail Mary" daily, I do not see. For by this very fact that you promised a daily recitation of one "Our Father" and "Hail Mary" for a year, it is already clear that the vow is fixed to each individual day. That the transgression of such a vow, over an entire year, should be only venial, seems to us an opinion too lax in practice — both because it is scarcely found... that someone truly vows, seriously and with deliberate mind, without at least some grave end; and also because, although the multiplication of venial sins never reaches the point of mortal fault, nonetheless the continued and deliberate transgression of a vow, on each occasion, presents a special malice — sacrilegious, and a stubborn unfaithfulness. Wherefore this deliberate will alone, to violate a vow throughout an entire year, comprehending as it does all those prayers, is gravely criminal — just as, even by our adversaries' own reckoning, the omission over a year of a single small coin, which someone had vowed to distribute daily to the poor, would be gravely culpable. And indeed, however the matter may stand in abstract and metaphysical consideration, a case will never occur, in reality and in practice, where someone violates, with deliberate mind, a true vow seriously made, throughout an entire year, without mortal fault.

Chapter II — Can the obligation of a vow be fulfilled by others, or does it pass to one's heirs?

I. It is certain among all that personal vows must be fulfilled by the one vowing alone, and that they bind him alone. Nor should even real vows be fulfilled by others, except those who would succeed to the goods of the one vowing. The reason is evident: personal vows affect the person himself; and they are therefore called "personal," because they must be fulfilled by that very person — such are fasts, bodily mortifications, pilgrimages, and the like.

II. Question I. *Do the vows of parents bind their children; and are vows made through a proxy binding?* Response: The vows of parents in no way bind their children — since vows must be free, and must proceed from the will of the one vowing himself. The vows of parents are sometimes said to bind their children, insofar, that is, as the children consent to those same vows, and ratify them: in which sense the texts are to be understood and interpreted which speak of a son bound to a monastery by his parents' devotion, as recounted, for instance, in the chapter on this topic — for Pope Celestine III declared, in a certain decree, that this holds when it is duly approved and confirmed by the son. The

son's mere silence, and taciturnity, is by no means sufficient for this consent truly to be held; besides mere negative consent, the son's express ratification and confirmation of the vow is required. The vows of parents are nonetheless not useless, since they aim at this: that they may do their part to bring it about that their children embrace and accept the vow. Vows made through a proxy hold, and bind the principal, or the one commissioning them, just as if made by himself — since one who acts through another acts, in effect, himself. And on this there is no disagreement among authors.

III. Question II. *Can, or must, the one vowing fulfill his personal vow through another, when he cannot fulfill it himself?* Response: The most common opinion teaches that the one vowing who cannot fulfill his personal vow himself is neither bound, nor indeed able, to carry it out through another. That he is not bound is clear: for a personal vow concerns the one vowing's own action; such a vow, therefore, does not bind to the act of another. That he likewise cannot do so is also established: for, if the one vowing can fulfill the vow himself, he cannot fulfill it through another; but if he cannot fulfill it himself, neither can he through another — since then he would not be doing what he promised; and, once rendered incapable of personal execution, every obligation ceases. So teach Paludanus (Bk. IV, dist. 38, q. 3, art. 3), Sotus (Bk. VII, q. 2, art. 2), Suárez (Bk. IV, ch. 10, n. 2), Sánchez (Bk. II, ch. 15, n. 3), Navarrus (ch. 12, n. 44), Bonacina (disp. 4, q. 2, punct. 4, §3), Trullench (Bk. II, ch. 2, dub. 14), and others commonly.

IV. Question III. *Is one who, through his own fault, has become incapable of observing a personal vow, bound to fulfill it through another?* Response: Although a personal vow cannot, strictly speaking, be fulfilled through another, as has been said, nonetheless St. Antoninus (Part II, tit. 11, ch. 2, §5) says: "If, however, he made a vow of devotion to go, an impediment supervening, he is not bound to go, or to send another, unless perhaps he was in default; and this happens when, being able, he was unwilling." This same opinion is held by Angles (s.v. *Votum*, 3, n. 7), Richard (Bk. IV, dist. 38, art. 4, q. 1, ad 1), the Carthusian (in Bk. IV, dist. 38, q. 2, §4). It is asked; and it seems to be gathered from Scripture — for in Deuteronomy 23 we read: "*When thou hast made a vow to the Lord thy God, thou shalt not delay to pay it: because the Lord thy God will require it. And if thou delay, it shall be imputed to thee for a sin.*" It also seems to be inferred from St. Thomas's teaching (II-II, q. 88, art. 3, ad 3), where he establishes that one who has become incapable through his own fault must do penance for the past sin, and have a prompt will to do what he can. And indeed it is safer, since one's own fault preceded, to apply some compensation.

V. The contrary opinion is more common, defended by Sánchez (Bk. IV, ch. 12, n. 17), where he cites several authors — Navarrus, Valentia, Sylvester; he also cites St. Thomas, who, though he does not expressly teach the former opinion, does not defend the contrary either, but merely lays down principles that are opposed to it. Rather, reason seems to press harder here. For personal vows so affect the person of the one vowing that, incapacity supervening, the vow yields. From the fact, however, that this incapacity arises from the fault of the one vowing, only this follows: that the one vowing is then bound to repent of the past sin, as the Angelic Doctor says; but it in no way follows that the one vowing owes it to fulfill it through another. Reason does indeed seem to persuade this. Nonetheless, in order that a more sincere penance for the sin committed may appear, and so that the one vowing may in some way compensate for his unfaithfulness toward God, he ought, in so weighty a matter, to choose the safer part.

VI. What if the one vowing, before he made the personal vow, was certain that he would never be able to fulfill it? Sylvester (s.v. *Votum*, 2, q. 10), Angles (s.v. *Votum*, 3, n. 7), Navarrus (ch. 12, n. 26), Sayr (in *Clavis Regia*, Bk. VI, ch. 7, dub. 5), Layman (Bk. IV, tract. 4, ch. 3, q. 5), Sánchez (Bk. IV, ch. 12, n. 13, where he cites the Abbot, ch. *Licet*, on vows) teach that, in this case, he is bound to fulfill it through another. Since a vow concerning matter impossible for the one vowing himself is null, as we have said. When, then, the one vowing had this impossibility already known to him, it must be prudently presumed that he made his vow to be fulfilled through another — otherwise we would pronounce him a fool. The opposite is taught by Suárez, Trullench, Azor, Bonacina, Prado, Raphael de la Torre, Leander, and others. But the first opinion seems more probable.

VII. Question IV. *Can real vows be fulfilled by another, even without the knowledge, or unwillingly, of the one vowing?* Response: This little question contains three parts. First, that a real vow can be fulfilled by another, the most common opinion teaches — since the execution of a real vow lies in the obligation, or exhibition, of a thing promised — say, a chalice, a vestment, furniture, or any other thing. This, however, can be performed equally by another as by the one vowing. The second part, too — namely, that this real vow can be fulfilled by another, in the name of the one vowing, without that person's knowledge — is commonly maintained: since then the thing promised is really exhibited in the name of the one vowing; and nothing else is lacking except the consent of the one vowing, which is present through subsequent ratification. If, however, the one vowing were not merely ignorant, but also unwilling, then the more common opinion holds that the vow can in no way be fulfilled by another — and rightly: since, to satisfy either a vow or a precept, an intention of satisfying is required; but where there is coercion, there is no free resolve. Bonacina, however (disp. 4, q. 2, punct. 4, §3), Trullench (Bk. II, ch. 2, dub. 14, n. 1), Leander (tract. 1, disp. 25, q. 13) add that the vow, once fulfilled, though the one vowing was unwilling, holds valid, if the one vowing afterward ratifies the execution of the vow.

This opinion, however, does not convince me at all. For if, while the vow is being fulfilled, the one vowing resists, then certainly the execution of the vow is invalid on account of the resistance of the one vowing, or on account of the lack of a positive will, which the adversaries themselves necessarily require. But what is once invalid does not become valid through subsequent acts. The consent of the one vowing, then — whether real, or presumed — is necessary while the vow is being fulfilled. In the case supposed, not only is there no consent, but there is dissent: the vow, then, is not fulfilled. For a future, or subsequent, consent presupposes no execution of the vow at all; therefore it cannot render it valid. All this is quite true, if the force of the argument is considered. If, however, the thing promised has really been offered, and the one vowing detests his past omission and resistance, and shows a consent so efficacious that, had the thing promised not been offered, he would really offer it — then I would not compel him to a new offering, but only to penance for his past omission.

VIII. Question V. *Is the one vowing, having become poor, bound to ask his friends for money, or to take up a trade unbecoming his state, or to accept money offered him as a gift, in order to fulfill a real vow?* Response: The common opinion teaches that the one vowing is not bound to ask money from friends, nor to beg alms, nor to take up a trade contrary to his own state, in order to fulfill his vow — since he is reasonably presumed not to have wished to bind himself with so great a burden. It must be judged otherwise, however, if he was accustomed to live by the profit of some trade: for then that trade

would not be unbecoming to his state. He is, however, bound to accept money, or an inheritance, offered to him as a gift, by which he could fulfill his own vow.

IX. Question VI. *Does one who offers the promised thing to another satisfy the vow, if that other omits to offer it?* For example: you vowed the celebration of ten Masses. You give alms to another priest, so that he might celebrate them. He fails to celebrate the Masses. Have you satisfied your vow? Response: Suárez affirms this (Bk. IV, ch. 10, n. 9), Castropalao (tract. 15, disp. 1, punct. 15, n. 6), Leander (tract. 1, disp. 25, q. 12): you have sufficiently satisfied your vow. They say the vow was not to have the Masses actually celebrated, but to procure their celebration by the customary means. Likewise: you vowed to send someone to visit the thresholds of the Apostles. You agreed with him on the price. He, having received his stipend, failed to fulfill the vow. You remain free, they say, from the obligation — since for your part you performed the work promised. So teach the aforesaid authors. I do not dare absolutely disapprove this opinion; but it presents a difficulty to me: that the one vowing must do everything he can to fulfill his vow, as the Angelic Doctor teaches (II-II, q. 88, art. 3, ad 2). When, then, the one vowing perceives that his vow has not really been fulfilled, even though on account of another's wickedness, it seems he would still be bound to fulfill it, if he can do so without grave inconvenience. Certainly one who pays a debt through another is bound to a new payment, if the one to whom he gave the money for payment kept it for himself. And although this debt is to be paid from the virtue of justice, and a vow from that of religion, the disparity is nonetheless not so great that an argument could not rightly be made from one to the other, concluding that a similarly grave obligation applies in both cases. I add, moreover, that the aforesaid opinion has a place, when the one vowing had employed all moral diligence to choose an upright, faithful, and well-behaved man, so far as he himself could know, to fulfill the vow. But if he had been negligent in this choice, I would press him to fulfill the vow — for such a matter ought to be entrusted not to just anyone, but only to a most trustworthy man, just as money too is handed over to creditors not by anyone, but only by a man of trusted good faith.

X. Question VII. *When a vow is mixed, consisting of both personal and real elements, can it be fulfilled through another?* Response: Authors agree that a vow which is both personal and real cannot be fulfilled by another insofar as it is personal, for the reason assigned above; but that, insofar as it is real, it not only can, but must, be fulfilled by another, as has likewise been said above concerning a real vow. If, however, that real element in the vow is something truly accessory, which necessarily follows the principal element, as an instrument by which it is carried into execution, then there is no obligation to fulfill this real vow. For example: you vowed a pilgrimage to Loreto; you have fallen ill, so that you cannot undertake it: you are not bound to spend the sums that would have been necessary for the journey — say, to distribute money to the poor, or to give it in honor of the Blessed Virgin, and her sacred house. You are, however, not bound to this. If, however, you had vowed both the pilgrimage, and alms to be offered at that Church, you are bound to offer only the alms. If you have provided this, you have discharged your obligation well enough. If, however, having become incapable of the pilgrimage, you are bound to send another, you are bound to send the alms through another as well. Suárez (Bk. IV, ch. 20, n. 19 and following), Sánchez (Bk. IV, ch. 15, n. 15), Leander (tract. 1, disp. 4, q. 2, punct. 4, §3, n. 6), Castropalao (punct. 15), Bonacina (disp. 24, q. 14), and all commonly.

XI. Question VIII. *Is one who has become incapable of paying a vow bound to apply some compensation?* Response: Sylvester (s.v. *Votum*, 1, n. 55), Reginaldus (Bk. XVIII, q. 6), Suárez, Bonacina (disp. 4,

punct. 4, §3, n. 7), and others commonly answer that he is not bound — since the one vowing is not presumed to have bound himself to this; and the Church herself does not oblige the faithful to compensate for a precept which they cannot fulfill. I myself would draw a distinction. If the incapacity arises without the fault of the one vowing, he is not bound to make use of compensation. But if the one vowing has, through his own fault, rendered himself incapable of executing the vow, I would, beyond penance for the past sin, oblige him to a fitting compensation. For no one ought to profit from his own iniquity.

XII. Question IX. *Are heirs bound to the personal vows of testators?* Response: Heirs, whether voluntary or necessary, are in no way bound to fulfill the personal vows of testators — since, as we have often said, such vows affect the person, and not the inheritance. So all agree.

XIII. Question X. *Is an heir bound to pay the personal vows of the deceased, if the testator prescribed this to him?* Response: That an heir is not bound to the personal vows of the deceased, since personal vows affect the person, and cease with his death, is certain, for the reason already indicated more than once. But whether, given the supposition that the testator prescribed absolutely, expressly commanding, that the heir should pay them, the heir would still not be bound — Leander (tract. 1, disp. 25, q. 12) answers, and cites Suárez, Raphael de la Torre, and Castropalao. But Castropalao (tract. 15, disp. 1, punct. 16, n. 1) draws a distinction, and rightly, between a necessary heir and a voluntary heir. A necessary heir is bound to pay neither the real, nor the personal, vows of the testator, insofar as he is a necessary heir, unless he expressly accepts this condition of paying — for it pertains to justice for a necessary heir to fulfill obligations imposed by the testator under precept. A voluntary heir, however, if he accepts the inheritance with this express condition, is bound out of gratitude, in the case where he does not expressly refuse this condition. But if the testator absolutely prescribed the discharge of the vow, and, by that very fact, the heir accepts the inheritance, I do not see why a voluntary heir should not be bound. Here, however, you should note that the aforesaid authors distinguish, and note that a real vow's obligation differs from that of a personal one — namely, that real vows really can be fulfilled by another, but not personal ones. Wherefore, when we say that the heir is bound, we do not mean that he fulfills the personal vow of the testator, but that he owes it as an obligation of a certain kind of debt akin to a real vow, since the testator, in this respect, established this personal vow of his as a kind of pension imposed upon his heir. This I have said so that you should not think that we assert here that personal vows can really be fulfilled by another, or that the heir does not, properly speaking, fulfill his own vows, but the testator's — but rather that, freely accepting his inheritance, he freely undertakes to pay to himself...

XIV. Question XI. *Can an heir, whether voluntary or necessary, be compelled, under penalty of forfeiting the inheritance, and of excommunication, to discharge the real vows of the testator?* Response: All affirm that the heir, whether voluntary or necessary, is bound to discharge the real vows of the testator — since, the deceased having made the vow, he necessarily pledged his goods for its payment. Whoever succeeds, then, to the goods of the deceased must also succeed to the obligations attached to the inheritance — which is to be understood provided the obligations do not exceed the value of the inheritance. For, as to those goods to which a necessary heir necessarily succeeds — since they were not absolutely subject to the dominion of the testator — the testator cannot burden them. Wherefore an heir necessarily succeeds only to those real vows of the testator which do not damage his own legitimate portion, or those goods which are owed to him by right. That an heir can be compelled, under the

penalties both of forfeiture of the inheritance, and of excommunication, to discharge the real vows of the deceased, is likewise certain among authors — although there is some disagreement as to excommunication, which Hostiensis, Zabarella, and John Andreae would have inflicted only when the heir had promised to fulfill the testator's vows, and had not afterward stood by his promises. Others commonly — namely, Sánchez, Sylvester, Bonacina, Palacios, Trullench, Leander — teach that the heir can be compelled, absolutely, under either penalty, without any distinction — which, if the cause is grave, I do not see why it should be called into controversy.

XV. Question XII. *If the testator does not impose upon the heir the burden of discharging his real vows, or if he expressly says he does not wish his heir to be bound to them, is the heir nonetheless bound to discharge those real vows?* Response: In both cases the heir is bound to discharge the testator's real vows. And in the first case this is clear; for real vows, contracted with God, affect the inheritance itself, and are a burden accompanying it, and a debt owed alongside it. Wherefore, just as other debts must be paid by the heir, so too must these. What, then, of the case in which the testator expressly says in his will that he does not wish the heir to be bound to fulfill the aforesaid real vows? Response: This same reasoning establishes that the heir is bound, once, that is, the testator has burdened his goods, he can no longer, by any means, exempt the heir from this obligation of paying the debts. For the testator can indeed exempt the inheritance from the burdens with which he himself burdened it toward men; but he cannot free it from those burdens by which he bound himself to God through vows. Whence, whoever wishes to enter into such an inheritance must pay all the debts to which it is liable. This, however, is to be understood when the vow was absolutely made, and contracted for no [limited] time. For if the vow were conditional — as if the testator had vowed to build a church for the Church, with the express condition that this obligation should apply only while he lived — then, upon his death, all obligation ceases, and the heir would be bound to nothing. All this is common ground. Suárez (Bk. IV, ch. 16, n. 25), Sánchez (Bk. IV, ch. 15, n. 18), Bonacina (disp. 4, q. 2, punct. 5, §2, n. 8), Prado (ch. 31, q. 9, n. 15), Sayr (Bk. VI, ch. 12, n. 5, and disp. 25, q. 9), Navarrus (ch. 12, n. 51), Layman (Bk. IV, tract. 4, ch. 3, q. 6, n. 12), Trullench (Bk. II, ch. 2, dub. 6), the theologians of Salamanca (tract. 27, ch. 1, punct. 4, §5, n. 123), Castropalao (disp. 1, punct. 16, n. 3), Marín (tract. 9, disp. 3, sect. 5, n. 147). And note that the heir is bound to fulfill the testator's real vows not by virtue of religion — since he did not himself make the vows — but by a debt of justice, by reason of the inheritance accepted.

XVI. Question XIII. *Is an heir bound to discharge real vows before entering upon the inheritance, or beyond the value of the inheritance, in the case where he has made no inventory, and has, by the judge's sentence, been declared liable and condemned to their discharge?* Response: The heir is bound to discharge the testator's real vows neither before entering upon the inheritance, nor beyond its value, so long as it has not been accepted — all so teach. The disagreement is whether, once the inheritance has been accepted, and confession of the inventory omitted, the heir is bound beyond the value of the deceased's inheritance. For the affirmative opinion, Leander (loc. cit., q. 12) cites St. Antoninus (Part II, tit. 11, ch. 2, §5, at the end). But the holy Bishop says not a word there about the inventory, or about payment beyond the value of the inheritance, but only says that the heir is bound to discharge the aforesaid vows when he himself had promised, and had bound himself, not by reason of the inheritance, but absolutely: for then he would be bound, even if he did not enter upon the inheritance. But Leander is to be excused, since he transcribed such a citation from Sánchez, who likewise cites St. Antoninus for the aforesaid opinion. Leander also cites Paludanus, Menchaca, Covarrubias, Velasco, Molina,

Gregorio López, in his gloss on the law "On the Right of Deliberating," where it is established that an heir who does not make an inventory is bound to discharge debts beyond the value of the inheritance. But the more common opinion is the contrary — namely, that the heir is not bound beyond the value of the inheritance, even having omitted the inventory, to discharge, in the internal forum, either vows or legacies, or debts — provided, that is, that the inventory was not omitted in fraud. For the law which prescribes an inventory is enacted in penalty for the heir's negligence, or rests on a presumption of fraud. Wherefore, even after the judge's sentence, it seems to me more likely that, in the internal forum, the heir is not bound to discharge vows, legacies, and real debts beyond the value of the inheritance, whenever he has omitted to make the inventory without any fraud, or gravely culpable negligence.

XVII. To grasp this more clearly, it is worth noting, with Vázquez (I-II, q. 97, art. 4, disp. 163, ch. ult., n. 6), a twofold law resting on presumption. One is that which the legislator enacts because he presumes that what he forbids occurs in individual cases — and such is the presumption on which the Pope rests (ch. 15, on betrothal), where it is established that marriage is presumed to have followed upon betrothal when intercourse followed the betrothal — since he presumes that in individual cases such intercourse is exercised with marital affection, and such a law obliges in conscience in any case. The other is that on which the legislator does not presume that something similar occurs in individual cases; but the legislator prudently judges that frauds, evils, and harms commonly arise from some matter to the detriment of the common good; and therefore he establishes a general law, by which he forbids the cause, or occasion, of frauds and evils. This presumption is the foundation of every such law. Now when the presumption is of this latter kind, the law does not cease to oblige merely because, in one or another particular case, the presumption is false; but only when it is false for the most part. For when the reason of the law fails in one or another particular case, the law does not fail, but continues to oblige; otherwise, when it fails in general. This teaching, which Sánchez draws from Vázquez, seems to me quite probable. But it is subject to a very grave difficulty: namely, how it is to be gathered when a legislator presumes evil to occur in individual cases, and, resting on this presumption, enacts a law that fails when the presumption of fraud fails in a particular case; and when he absolutely forbids the matter, as a common and frequent cause of absurdities. This distinction is not so easy to discern, nor is it for just anyone to determine it. Otherwise, anyone could easily interpret a law as having been enacted for particular cases, not absolutely, and therefore claim not to be bound by the law in his own case, since in this case he is far removed from fraud.

XVIII. For the rest, that this teaching sometimes has a place, seems to me probable enough, especially in the matter under discussion — such that an heir, even after the judge's sentence, is not bound to discharge real vows beyond the value of the inheritance, when, without any fraud or fault, he omitted to make an inventory. Understand this of a fault apt to give rise to injustice. And for this opinion he cites Sánchez (Bk. IV, ch. 15, n. 37), Tostatus (ch. 30, q. 98), Sylvester (s.v. *Votum*, 2, q. 11), and he cites many others who teach that this doctrine has a place universally, in any matter whatsoever. Bartolus, Paludanus, John Andreae, Hostiensis, Felinus, Antonio Gómez, and others cited. Vega, Rodríguez, the theologians of Salamanca, Bonacina, and Leander. The reason is that a sentence which rests on a false presumption does not oblige, just as the law itself does not. Wherefore, just as the law does not oblige, so too neither does the judge's sentence.

XIX. Question XIV. *Is an heir bound, to the detriment of his legitimate portion, to discharge the real vows of the testator?* Response: Not a few affirm that he is bound. Navarrus (Bk. III, Consilia, tit. 4, n. 3), López, Rodríguez, Córdoba, and others cited by Sánchez (Bk. VI, on Marriage, disp. 36, and in his Summa, Bk. IV, ch. 15, n. 38), on the grounds that they contend that the debts of the testator are to be drawn from the whole mass of the inheritance, not only from that part concerning which the testator was free to dispose; therefore real vows are to be drawn out in the same manner. Sylvester (s.v. *Votum*, 2, q. 11) seems to incline to this opinion, insofar as he says that a son burdened in his legitimate portion can obtain a dispensation — which supposes such an obligation.

XX. The most common, and true, opinion is that the heir is not bound, to the detriment of his legitimate portion, to discharge real vows — indeed, not even any debts of the testator, which is manifest. For the legitimate portion of children is owed to them not merely by favor, but by right, as the laws establish. It is therefore true that the debts of the deceased are to be drawn from the whole mass of the inheritance, but only from that part concerning which the testator had the right to dispose. And although it is admitted that the testator, while living, could diminish the legitimate portion of the living by vows, and other pious alms; it does not follow from this that he could burden that same legitimate portion at his death. The reason is that the father, while living, has dominion over the legitimate portion; not so after death — since with death all dominion ceases. Covarrubias, Gregorio López, Angles, Rodríguez, Sánchez, Layman, Bonacina, Castropalao, Trullench, Sayr, Leander, Martínez de Prado, Antonio Gómez, the theologians of Salamanca, Marín, and commonly all recent authors.

XXI. Question XV. *Can, or must, the heir, if he cannot fulfill the testator's real vows himself, fulfill them through another? Can he obtain a commutation from a confessor?* Response: Just as the one vowing can fulfill his real vows through another, so too can the heir; indeed, since the heir cannot fulfill it himself, he is bound to do so through another. Hence, if the testator had vowed to go, or to send, someone to aid in a war against the enemies of the faith, the heir can send another in his place — indeed, he is bound to send one, if he himself cannot go. Nor, however, is he bound to the expenses which the one vowing would have incurred; for the heir is bound out of justice, and not, like the one vowing, out of religion, to discharge the deceased's real vow — wherefore, just as, if the testator had deliberated to take three or four servants for his sole retinue and company, the heir is not bound to this; but only to make such expenses as are reckoned necessary for carrying out the vow, and the principal end of the one vowing. Nor can a confessor commute such real vows of the deceased; for just as a confessor cannot commute other contracts to which the heir is liable, so too he cannot commute real vows which the heir, not spontaneously, but by contract, is bound to discharge.

XXII. Question XVI. *Is a monastery, succeeding by hereditary right to the goods of a professed Religious, bound to discharge the real vows which the professed had made in the world, and not yet fulfilled?* Response: The proposed question can bear several senses; we must therefore draw a distinction. First, if the monastery is constituted heir on account of the one vowing's death, there is no doubt that it is bound to discharge the vows. If, however, the monastery is made heir by title of that same person's profession, then Sánchez, Bonacina, Castropalao, La Croix, Marín, and others draw a distinction, and resolve as follows. If the vows were accepted by the one for whose benefit the vows were made (for example: Paul, before entering religious life, vows to donate a chalice to a church, and promises it to the parish priest, who accepts in the Church's name), then the monastery is bound; otherwise, if the

promise had not been made by the one vowing — for then, even if the parish priest had accepted of his own accord, this acceptance, made without the promise of the one vowing, would not induce a debt of justice... If, however, the vows were not accepted, the Monastery is not bound to discharge them. So teach Sánchez (Bk. IV, ch. 15, n. 32), Bonacina (disp. 4, q. 2, punct. 5, §2, n. 5), Castropalao (disp. 1, punct. 16, n. 5), Trullench (Bk. II, ch. 2, dub. 15), Leander (tract. 1, disp. 25, q. 15 and 17), La Croix (Bk. III, part 1, n. 478), Lessius (Bk. II, ch. 41, n. 66), Marín (tract. 9, disp. 3, sect. 5, n. 153) — because, they say, all vows, both personal, as all admit, and real, are extinguished by solemn profession in an approved religious order. Such vows, they say, are extinguished not by commutation, nor by relaxation, but by a most perfect payment, such as the perpetual consecration of the whole of the one vowing, made to God through profession. The aforesaid Doctors maintain that this same opinion of theirs holds true even if the one vowing had expressly declared that his real vows are not extinguished by his profession, but are to be discharged by the Monastery as his heir — from which, however, Bonacina dissents (disp. 4, punct. 2, §2, n. 3).

XXIII. It cannot be denied that the aforesaid opinion, which teaches that the real vows of the one vowing are extinguished by his solemn profession, is absolutely probable, when the one vowing does not object, for the reason given — namely, on account of the sublime sacrifice of monastic profession, which is of such worth that it can extinguish any debt whatsoever. St. Antoninus, however, defends the contrary opinion (Part II, tit. 11, ch. 2, §8); and this opinion seems truer to me, for this reason which I assign: the proper and unique victim of the sacrifice of religious profession is the person of the one vowing, and all things affecting that person. Wherefore it is excellently inferred that all personal vows are extinguished by such profession. But temporal things, which were under the dominion of the one vowing, are something extraneous to the profession itself; for these goods in no way pertain to the profession, but affect the inheritance of the one vowing — just as personal vows affect the person.

XXIV. I say, then, first, that it is more likely that the Monastery, which has been constituted heir through the profession of the one vowing, is bound to the real vows of the professed one vowing — since these real vows accompany the inheritance, which was thus burdened, rightfully, by its owner. Therefore, so long as the owner himself does not remove this burden, it remains attached to his inheritance. By his religious profession, the one vowing removes, or discharges, every debt affecting his own person, since he consecrates his whole self to God; but by no means does his inheritance, by virtue of such a profession, get released from the burdens attached to it — since such an inheritance is something distinct from the profession itself, as has been said above.

XXV. I say, second: when the one vowing, before making his profession, openly declares that he wishes his real vows to be fulfilled by the Monastery constituted as his heir, then the Monastery is bound to discharge them. This second conclusion seems to me not only more probable, but the only true one. It is defended, as I said, by Bonacina (loc. cit.), and — what has more weight — by St. Antoninus (loc. cit.) and Paludanus (Bk. IV, dist. 88, art. 3, n. 15, concl. 3). The reason is clear from what has been said: since these real vows affect the inheritance, which is something extraneous to the profession, and in no way comprehended within it. It should be added: when the one professing expressly declares that he does not wish his real vows to be extinguished by his own inheritance, it can be said, by this same reasoning, that they really are extinguished. For, says Sánchez (loc. cit.), following Sylvester (s.v. *Votum*, 4, q. 7, n. 3), whether one about to profess declares this intention of

his before the instant of profession, or at the very instant of profession, or after the instant of that same profession. If after profession has been made, then it is certain that the vow is null, since after profession all vows are null. If, however, at the instant of profession, they are held as vows made after profession. If, however, the Novice declares this will of his before the instant of profession, then, upon the profession supervening, the vow already remains discharged.

This is the reasoning which Sánchez, following Sylvester, proposes. But this reasoning, in light of what has been said, collapses, and is futile: since it only proves that personal vows made before profession are extinguished, but not real ones. Moreover, the will by which the Novice, before profession, institutes the Monastery, or some other person, as his heir, is valid; and that inheritance devolves by right to whomever the Novice appointed his own heir. Why, then, could he not impose some burden upon it, or confirm the burden already attached to such an inheritance? Why? I ask: could not a Novice, before his profession, burden his own inheritance with some legacy or vow? Could a supervening profession cancel free pious legacies? Could it not cancel real vows? Not, therefore, real vows either, as far as the discharge of a real pension is concerned. I ask: could not a Novice, before his profession, vow, and really give, a chalice, or some other gift, or alms, to a Church, or to a poor person, from his own inheritance? Who would deny this? Why, then, could he not declare that he wishes a vow already made to be fulfilled by his heir? Not to belabor the point: just as a Novice, before profession, can burden his inheritance with other pensions, so too he can burden it with the discharge of real vows to be made by his heir — and, just as an heir is bound to discharge other legacies and real debts, so too he would be bound to discharge real vows, whether the heir be a Monastery, or a secular man, or family. Although, then, several recent authors, following one another, hold the opposite view, the reasoning, nonetheless, in my own judgment, establishes that our own opinion is true, and the contrary casuistic opinion false.

XXVI. Question XVII. *In what order should the heir discharge real vows, compared with debts, and legacies?* Response: This little question has many parts, each of which must be explained. And first, it is certain among all that the payment of debts arising from justice must precede any vows or legacies. For one who is bound to another cannot offer God victims taken from another's property. For it is said (Ecclesiasticus 34): "*The offerings of him that offereth of the substance of the poor are as one that killeth the son in the presence of his father.*" And (cause 17, q. 4): from Augustine it is said: "*He who wishes, having disinherited his son, to make the Church his heir, seeks another who will accept it — but, God being favorable, he will find no one.*" Thus Augustine. The payment of vows, however, precedes legacies — since vows bind the one vowing, but not legacies, which the testator freely established. First, then, real vows are to be discharged, and after that, legacies.

XXVII. Question XVIII. *If the testator was bound by several vows, and the inheritance is insufficient to discharge them all, which ones must the heir discharge?* Response: Tiraquellus, Angelo Gómez, Gutiérrez, and others whom Sánchez cites, Sylvester, Gregorio López, maintain that they are to be discharged pro rata — that is, in proportion to the inheritance, or the free portion, distributed among all the vows, so that something is discharged from each vow. But the common opinion teaches that the graver vows are to be preferred to the others — since the heir represents the person of the deceased, and succeeds in his place, and consequently in his obligation; but the one vowing was bound to discharge first the vows concerning the graver matter: therefore so is the heir. If, however, it is doubtful which vow is of greater weight, then the vow made earlier is to be discharged first. Sánchez (Bk. IV, ch. 14, n. 2),

Leander (tract. 1, disp. 25, q. 12), Bonacina (disp. 4, q. 2, punct. 5, §2, n. 21), Castropalao (disp. 1, punct. 16, n. 14), the theologians of Salamanca (n. 158), Marín (tract. 9, disp. 3, sect. 5). To the argument of the contrary opinion, it is answered by denying the consequence: namely, that when the inheritance is not sufficient to discharge all the vows, they must therefore be discharged pro rata. And the difference is that the heir represents the person of the one vowing, and is bound to preserve the same order which the one vowing himself was bound to observe: for the one vowing was bound to discharge first the graver vow; so, then, must the heir do likewise.

XXVIII. But if there are several vows, and it is not clear which was made earlier, Bonacina, Marín, Leander maintain that the heir can choose which he prefers — and the reason is that, as Sánchez admits, the one vowing himself, given the doubt as to which was the better good, and as to priority in time, could choose whatever he preferred: therefore the heir too, who, as Sánchez admits, represents the person of the one vowing, and succeeds to his obligation, can do the same. And although the heir is bound out of justice to the payment of the vows, this does not change the order of payment, but only presses more urgently for payment: and it does not permit the heir to seek either dispensation or commutation of the vows, as the one vowing could, who was bound only by the title of religion. This opinion seems to me both more probable and truer, especially since the pro rata payment of vows often does not redound so much to God's glory and the benefit of one's neighbor as the entire payment of one or another vow, which the heir prudently chooses to discharge. If the vows were to build some pious edifice, to offer some notable gift, to erect an altar, and the like, and were paid only pro rata, nothing could be brought to completion. Wherefore I judge it altogether probable and true that, especially in such cases, the heir, like the one vowing, can choose the discharge of the vows in the case supposed — provided the heir acts in good faith, and selects for discharge those vows which redound to God's greater glory.

XXIX. Question XIX. *When several persons become heirs, is each one bound in solidum to discharge the debts of the deceased?* Response: No one is bound in solidum, except insofar as he is heir. Therefore, since each is heir only in part, he is bound to discharge the vows only for that part — but he will have a right of action to recover the corresponding part from the other heirs. This is the most common opinion. Two points, however, must be added. First, if the thing promised to God is in the possession of one of the heirs, then he alone will be bound in solidum. Second, if the other heirs refuse to pay, each one is bound in solidum — provided the part of the inheritance suffices — since the heir is not bound, as has been said, to the testator's vows from his own resources. But the inheritance, in whatever part of it, is liable to discharge legacies, debts, and vows, and the whole of it is bound. Therefore, when one heir refuses to pay, another is bound. Castropalao believes this holds true, however, only when the heirs refuse to pay out of malice; not so, if they omit payment through incapacity. But it seems to me that the argument adduced is conclusive in both cases. Since the fact that each part of the inheritance is bound to the discharge of the vows depends neither on the malice, nor on the poverty, of the heirs, but on the very institution of the testator, or on a certain contract arising naturally between the testator and the heir. Nor does it help to answer that this part is not bound entirely to the discharge of debts, but jointly with the other part — for this is true absolutely speaking: since, as we have said, each of the heirs is bound absolutely to pay pro rata; but on the hypothesis that the co-heirs are unwilling to pay, whether out of malice, or are unable to pay through incapacity, then the whole part of the inheritance becomes liable to the discharge of the vows. So it seems to me more likely, against Leander and Castropalao.

XXX. Question XX. *Is a donee bound to carry out the donor's vows?* Response: Authors commonly answer that he is not bound — since the donor really retains, even after the vow, dominion over the thing promised to God, and can transfer it to another. The donee, then, is not bound to discharge the said vows, even if the donor should become incapable. He is not bound by reason of the thing received, which, as we have said, was really subject to the donor's dominion; nor is he bound on account of an unlawful acceptance, since this acceptance is contrary only to religion, not to justice, which alone founds the debt of restitution. Nor can such a debt arise from any tacit pact, or contract, entered into with the donor — since this only holds true in the case of heirs; for the laws so provide, because the heir represents the person of the testator who made the vow; the donee, however, in no way represents the person of the donor. All this seems true in strict rigor, as one may reason absolutely from the laws. But for the rest, what donee, mindful of his own salvation, would wish to retain for himself victims already once offered to God? For although this would not be theft — since those goods were owed to God not from justice, but from religion — nevertheless it is sacrilege, and the donee would be cooperating in the donor's sin. Therefore I would not absolve a donee from the discharge of the vow in the absence of an inheritance. Consider this: Peter gave to the poor, or rather to God, by vow, what he had. The donor, therefore, cannot give what is not his own — that is, what he has consecrated to God by vow. Dominion over that thing he retains, but a dominion burdened with the debt of rendering that same thing to God. The debt, you say, is one of religion, not of justice: this is true. But what follows from this? You will sin, then, if not against justice, at least against religion, by retaining goods consecrated to God. Let each consult the light of nature, all casuistic subtleties set aside; and no one well-behaved, and a sincere worshipper of the Christian religion, will feel that he can, with a safe conscience, retain what he knows to have been previously consecrated to God by the donor with a religious rite.

XXXI. Question XXI. *Is a legatee bound to fulfill the real vows of the one bequeathing?* Response: According to common opinion, the legatee is bound to discharge the real vows of the one bequeathing. The reason for the difference, say Castropalao, Leander, Sánchez, and others, is that the donee acquires dominion over the thing donated on account of its delivery to him; which, though unlawful, is nonetheless valid and firm in the line of justice, even though contrary to religion. But the legatee must acquire dominion over the legacy from the value of the promise made in the will; which, if it is null — as it is null, being matter contrary to a vow, since then it is a promise concerning something unlawful — the legacy perishes: for the legatee obtains the legacy through the promise, which, if it concerns something unlawful, is null. But it is unlawful for the one bequeathing to promise to another what he had already consecrated to God. The donee acquires dominion over the donated thing through its real delivery, and acceptance, which, although unlawful, is valid, and therefore of full worth. So, in these very words, Castropalao. The difference is stated more clearly. In the aforesaid case, the difference lies in this: the one bequeathing promises to a man what he had already consecrated to God. However true this distinction may be, I myself, in practice, would oblige both the donee and the legatee, in the absence of sufficient inheritance, to discharge the real vows which affect all the goods of the one bequeathing, or of the testator. I do not deny, however — indeed, I admit — that the legatee is bound by a stronger title. Hence, if the legatee obtains the specific thing promised to God, he is bound to hand the thing over to God, since no legacy of the one bequeathing was valid concerning a thing already consecrated to God. If, however, the thing bequeathed in specie was not consecrated to God, and the inheritance is not sufficient to fulfill his vows, the legacy collapses, and

consequently is null. For, as the aforesaid authors reason quite well, either the testator, when he instituted the legacy, foresaw that his inheritance would suffice for both the vows and the legacy; or he did not foresee this. If he foresaw it, and the inheritance really does suffice, the legacy is not null. If, however, the testator believed his inheritance sufficient, and in this he was mistaken, this institution of the legacy is nonetheless not entirely null; but an estimate of the value of the thing promised to God will be granted, says Sánchez, into the legatee's hand, and the heir will pay the value to that same legatee, so that the promised thing may be rendered to God.

XXXII. Question XXII. *When a Prince, on account of the crime of treason, condemns the one vowing to the full penalty, and consigns his goods to the treasury, is the Prince, or the treasury, bound to discharge the real vows of the one vowing?* Response: The affirmative answer is already gathered from what has been said — since these real vows affect the goods. The treasury can, by right, take only those goods which are free of burdens belonging to the one vowing. Just as, then, the treasury is bound to pay the real debts and legacies, so too the real vows of the condemned rebel. This is also established from the law "Those who cannot" and from the law "It is said," with the Gloss. Sánchez, Layman, Gobat, Sporer commonly teach this; and the matter is self-evident.

Chapter III — On the time by which a vow must be fulfilled

I. I will dispatch the proposed question briefly, both because it is easy of resolution, and because more will need to be said concerning the religious state. Some points proper to this place will be resolved in the following questions.

II. Question I. *When the one vowing has not assigned a time for the extent of the vow, by what time must he fulfill it?* Response: One can make a vow with respect to time in two ways. First, it is certain, by constituting a time for its execution — as if you vow to enter religious life within a year, to keep a fast on all Fridays that occur while you live, and the like. Of this there is no difficulty: the one vowing is not bound to execute the vow, except upon the arrival of, or within, the time defined for the observance of the vow. Second, one can make a vow with no interval of time set at all — as if he vows to enter religious life, to distribute alms. And when a vow is made in this manner, the one vowing is bound to fulfill it as soon as he conveniently can. This is openly given (Deut. 23): "*When thou hast made a vow to the Lord thy God, thou shalt not delay to pay it: because the Lord thy God will require it. And if thou delay, it shall be imputed to thee for a sin.*" This too is impressed upon us (Ecclesiastes 5): "*If thou hast vowed anything to God, defer not to pay it: for an unfaithful and foolish promise displeaseth him.*" All the Doctors teach this. St. Thomas (II-II, q. 88, art. 3, ad 3), Sylvester (s.v. *Votum*, 11, q. 6 and 5), Armilla (s.v. *Votum*, n. 5), Azor (Bk. XI, ch. 15, q. 10), Sánchez (Bk. IV, ch. 14, n. 1), Suárez (ch. ult., n. 1), Bonacina (disp. 4, q. 2, punct. 5), Layman (Bk. IV, tract. 4, ch. 3, n. 5, q. 4), Castropalao (tract. 15, disp. 1, punct. 13), the theologians of Salamanca (tract. 27, ch. 1, punct. 5, n. 128), Marín (tract. 9, disp. 3, sect. 4, n. 113), and all others. The reason is clear: the obligation of a vow arises from the promise made to God. This promise, however, obliges immediately; for since no time has been designated, if it does not oblige as soon as it can conveniently be fulfilled, it will never oblige at all, since no better reason can be assigned for this or that other time.

III. This, however, must be understood with some moderation, and is to be gathered from the intention of the one vowing, and from other circumstances. This is what we mean by "immediate" payment of a vow — as is said in the chapter "*On solutions,*" where it is said that no fixed period of

time is to be understood by "immediately," but only that the smallness of the delay in fulfilling this vow, and the reasonableness of the cause for omitting it in this manner, is to be assessed. If you vowed to enter religious life as soon as possible, you can defer it for some suitable time, so that you may become more robust for enduring the labors and burdens of religious life — though this rarely occurs, since anyone who embraces religious life, relying on God's help, and thus fortified, can bear all things. You can also defer your entrance until your parents' anger has calmed, so that you may assist them, if poor, or arrange your sister's marriage. One must, however, proceed prudently and cautiously in these matters, as all advise, lest, that is, there be danger of not fulfilling the vow at all. This too must be kept in mind: vows to enter religious life, to serve a hospital, and the like, are said to diminish with the delay of time — since the more you defer the entrance or execution, the less devoted you are toward it, and the less you serve God and the hospital. But those vows whose observance does not decrease on account of a delay of time admit a longer span of time as to execution — such as vows to make a pilgrimage to the House of Loreto, to distribute a hundred gold pieces in alms, and the like of this kind — since, whether you carry it out this year or next, you always render the same worship to God by their execution.

IV. But how much delay of time, in vows which diminish with delay, suffices to constitute a mortal sin, cannot easily be resolved. Some teach that the entrance into religious life can be deferred for a space of three years — which opinion, necessity aside, is certainly too lax. Castropalao's opinion seems reasonable (tract. 15, disp. 1, punct. 13, n. 7): that a delay of six months in entering religious life, or serving a hospital, is a notable quantity of time. But, if there is no danger, this must be gathered from the circumstances. For if the delay carries with it the danger of omitting the execution of the vow altogether, even a small quantity of time will constitute a grave fault; and if some reasons, though not so grave, arise, a greater delay can occur without grave fault. In sum, this is to be left to the judgment of prudent men.

V. Question II. *Is a vow fulfilled once the assigned time has passed?* Response: You can attach the execution of your vows to time in two ways. First, by establishing that the execution of the vow not be extended beyond the appointed time. Second, by intending to fulfill the vow made within a determined time. If the vow is made in the first manner, you are bound, even once the elapsed appointed time has passed, to fulfill the vow. For example: if you vowed to return to Peter the hundred you owe him within a month, once the month has passed, the debt of fulfilling the vow is not extinguished — since then the vow is absolute, and the designation of time is meant to spur on, or hasten, the observance of the vow. On the contrary, if you vowed in the second manner, once the prefixed time has passed, the obligation of the vow is extinguished — just as ecclesiastical precepts are extinguished in similar cases, such as fasting on the vigils of Saints' feasts, observing the four seasons, hearing Mass, and the like, when these are not fulfilled on the prescribed days — since in vows and precepts, time is assigned as the term of the obligation. Wherefore, once the term has elapsed, the obligation lapses.

VI. The difficulty, rather, turns on this: how is it to be gathered that a vow is bound to time in such a way that, once it has elapsed, its obligation is extinguished, when the intention of the one vowing is not clear? To this authors commonly answer that a vow is then to be judged bound to time, as the term within which its execution must be completed, and beyond which the obligation does not extend, when, according to the estimation of prudent men, some circumstance is affected by a special

devotion to some Saint — for example, you vowed to fast on the vigil of some Saint; if you did not fast on that day, you are no longer bound to the fast. Others say the same: if you vowed to fast this month on all Fridays, in honor of the Passion of Christ, and on all Saturdays, in homage to the Blessed Virgin — since, they say, you vowed to fast on the Fridays and Saturdays of this month, not of another. So teach Sánchez (Bk. IV, ch. 14, n. 91), Bonacina (disp. 4, punct. 3, n. 6), Castropalao (tract. 15, disp. 1, punct. 14, n. 3). But I would say that, when the express intention of the one vowing is not clear, it is more probable that, once the month has passed, the one vowing is bound to fast on the Fridays and Saturdays of the following month — since all Fridays, all Saturdays, throughout the whole year, are of the same character, and the Fridays and Saturdays of one month do not contain a special worship, nor a particular circumstance, which would found a correct presumption that the one vowing wished to designate that month as the term of the obligation to be extinguished within it. All the more so, since, for such a day to be said to be a term beyond which the vow does not oblige, such a day must have been principally prefixed by the one vowing. For if such a day was added less principally, it is certain that, once that day, week, or month has elapsed, the vow is still to be fulfilled. For example: you vowed to enter religious life on the feast day of some Saint, for whom you burn with special devotion — even if you do not enter religious life on the prefixed day, you are still bound to the entrance into religious life — since you did not attach that day as the principal motive of your entrance, but as something less principal, and as something exciting your devotion. No certain rule, however, can be assigned; but the intention of the one vowing must be consulted, and the circumstances examined.

VII. When it is doubtful whether a vow is attached to time as the term limiting the obligation, beyond which the vow does not oblige, or merely as an interval to spur on and hasten its execution, the more probable opinion, and one held commonly, teaches that the assigned time is to be judged as having been meant to spur on, not to end, the execution of the vow; and that, consequently, once the term has elapsed, the vow must still be fulfilled. Sánchez (Bk. IV, ch. 14, n. 38), Castropalao (tract. 15, punct. 14, n. 4), Bonacina (disp. 4, q. 2, punct. 5, §1, n. 14), the theologians of Salamanca (tract. 27, ch. 1, punct. 5, n. 132), and others commonly, against Diana, of which more below. Hence, if a vow is attached to time not on account of special devotion, but for some particular benefit of the one vowing, the omission of the vow must be made up at another time — as if someone vowed to confess every eighth day, to fast, or to perform some other good work, so as to obtain victory over temptations, and afterward omitted this once, similar cases must be made up in the following week, especially since the principal end of vowing such a thing every week presses on, and the obligation succeeds, once the time has passed, without an interruption of the perpetual vow. If, however, the vows were perpetual, and someone omitted them for one week, I would not oblige him to confess, or fast, twice in the following week.

VIII. What has been said must be understood equally of real, and of personal, vows — when, however, the express intention of the one vowing is clear. For even alms can be made in honor of some Saint, in memory of Christ's Passion, or the worship of the Blessed Virgin; and thus on Saturdays, Fridays, etc., such that, once these have passed, the obligation ceases — when, however, as I said, it can be gathered that the one vowing wished to bind himself in this way. For the rest, when the express intention of the one vowing is not clear, it must be said that real vows are not bound to time as a term extinguishing the obligation; but in these vows time is commonly set as a circumstance to hasten the execution of the vow; and consequently, once that time has passed, the

obligation of the vow still presses, as the common opinion teaches. Sánchez (Bk. IV, ch. 14, n. 36), Vázquez (I-II, disp. 146, ch. 2), Bonacina (disp. 4, punct. 3, §1, n. 10), Castropalao (tract. 15, disp. 1, punct. 14, n. 6), the theologians of Salamanca (tract. 27, ch. 1, punct. 5, n. 131), and others.

IX. Question III. *Is the one vowing bound to anticipate the time designated for the vow's obligation?* Response: The most common opinion of authors is that the one vowing is not bound to anticipate the execution of the vow attached to such a day, as the term of fulfilling and ending the obligation — for example, if you vowed to fast on the vigil of St. Francis, and afterward foresaw that on that day you would not be able to keep the fast, you are by no means bound to anticipate the fast: for the obligation of a vow does not oblige beyond the intention of the one vowing. Now the one vowing, when he principally intends to show God worship by fasting determinately on the vigil of such a Saint, has already made it clear that he did not wish to bind himself to fasting outside that particular day. This is also evident in several ecclesiastical precepts. You cannot, on Sunday, hear Mass, recite the canonical hours the next day, fast in Lent — you are not bound to anticipate the observance of those precepts. If, however, the time designated for the execution of the vow admits of some latitude — such that it is not attached to a single day, but comprehends several days, or weeks, months, or years — then, if you foresee that at the end of the time designated for the execution of the vow you will be prevented from observing it, you are bound to anticipate its execution within that interval of time. For example: you vowed that you would fast within a year: if you foresee that you will not be suited to fulfilling your vows at the term of the designated interval of time — say, at the end of the month, or at the end of the year — you are bound to anticipate its execution: for you are not anticipating the time of the obligation, but a time unsuited for its execution. This is confirmed by the example of the Church's precepts. You foresee an impediment to hearing Mass around midday: you are bound to anticipate, and hear it in the morning, as all teach. You foresee an impediment to confessing once at the end of the year: you are bound to anticipate. St. Thomas (Bk. IV, dist. 38, art. 3, qc. 1, ad 7), Suárez (Bk. IV, ch. 12, n. 7), Bonacina (disp. 4, q. 2, punct. 5, §1, n. 15), Castropalao (tract. 15, disp. 1, punct. 13, n. 3), Reginaldus (Bk. XII, n. 236), Leander (tract. 1, disp. 24, q. 2), the theologians of Salamanca (tract. 27, ch. 1, punct. 3, n. 34).

X. Question IV. *Is one who vowed to give a slave to a hospital, if he should kill him, bound to substitute another?* Response: Authors commonly deny this — since the sin committed against a vow is not against justice, which alone obliges to restitution, but only against religion; and by this reasoning Tamburini (Bk. III, ch. 16, §2, n. 13) resolves this case: Antonia vowed her entire dowry to God, as soon as she should recover it from the heirs of her deceased husband. She obtained half of it; the other half she gave in bad faith to her parents, although it was dedicated to God by vow. She is not bound, he says, to make up the difference; she only sinned against her vow. Certainly, if the principles of law are considered, only justice — that is, that justice which is called commutative — obliges to restitution. For the rest, I would scarcely absolve any of those who, by their own malice, subtract victims immolated to God, from the debt of substituting an equivalent for them. For although it is admitted that real vows do not oblige to restitution when they do not concern matters of justice, nevertheless, when real vows have been dedicated to God, and the victims subtracted from the debt of substituting them, if they carry with them such a deformity, and a certain injury to justice as would make it difficult for the one vowing to free himself from the payment of his vow through his own iniquity — this at least holds... —that a confessor ought at least to impose it as a burden of penance upon the sacrilegious violator.

Chapter IV — On the doubtful vow. When the one vowing, in doubt, must fulfill it

I. Several difficulties requiring examination are contained in the proposed question. For the doubt regarding the matter of a vow can be manifold. First, you can doubt whether you made the vow, or not. Second, when you are certain that you made it, you can doubt whether you have fulfilled it; you can also doubt about the quantity of the thing promised by the vow. The more celebrated controversy among authors is whether, when the doubt concerns the very making of the vow, the one vowing is bound. And the resolution of this question depends on that never-sufficiently-lamented invention of Probabilism. Much would therefore need to be said here pertaining to that treatise, which, God granting, we shall handle according to its importance, yet within the limits of our own slight ability.

II. Before I approach the matter, I must first set forth the distinction between doubt and light suspicion, or scruple, that is, imprudent doubt. Our discussion here, then, does not concern doubt resting on no probable foundation, which is not a true doubt, but an imprudent suspicion of an anxious mind, or a scruple; and that this is to be rejected, all teach. Castropalao, Leander, the theologians of Salamanca, and other Probabilists soon to be cited, omit this distinction here, and speak absolutely of "doubt," in the sense of the true opinion; whereby a not inconsiderable disservice is done — since, when many inept and irrational doubts occupy the mind, and torment the conscience of certain scrupulous people, the less experienced reader easily persuades himself that the one vowing, doubtful about the making of the vow, is absolutely not bound.

III. Now, then, we speak not of empty doubts, not of scruples and suspicions, but of true doubt, which, on account of probable conjectures on either side, leaves the intellect so suspended and undecided that it cannot form a judgment on either side: it is concerning this true doubt, I say, that there is controversy among authors. Some teach that no one is bound to fulfill a vow whose very making the one vowing doubts. Sánchez (Bk. II, on Marriage, disp. 40, sect. 6, n. 14), López (Part I, *Instructions*, ch. 25), Henríquez (Bk. XI, ch. 11, n. 9), Egidio de Coninck (Bk. IV, ch. 1, n. 16), Suárez (Vol. V, disp. 34, dub. 10, n. 26), Malder (in III, I-II, q. 19, art. 7, disp. 87), Layman (Bk. II, tract. 1, ch. 5, §4, n. 31), Filliucci (tract. 21, ch. 4, n. 165), Del Bene (tract. 3, on conscience, dub. 3), Martínez de Prado (ch. 31, q. 5, §1), Medina (Bk. I, ch. 14, §7), Sotus (Bk. VII, q. 3, art. 2), Tamburini (Bk. II, ch. 3, §7, near the end, n. 2), Cardinal Diana (Vol. VIII, tract. 12, resol. 18), Sporer (tract. 1, preamble, ch. 1, §1, n. 145), the theologians of Salamanca (tract. 27, ch. 1, punct. 1, n. 84), and Probabilists commonly, resting on the principle: "*The condition of the possessor is the better one*" — the one vowing is in possession of some liberty against the vow, since it is certain that a man is free, but doubtful whether he has bound himself by a vow.

IV. The contrary opinion is upheld by almost all the ancient theologians, and by all those, among more recent ones too, who have declared a righteous and just war on Probabilism. First, I will produce the testimonies of some holy Doctors. St. Thomas, in express words, teaches that in a doubtful vow the safer part is to be chosen (Bk. IV, dist. 38, q. 1, art. 1, qc. 2, ad 3): "*If, however, he doubts how he behaved in vowing, he ought to take the safer way, lest he commit a wrong.*" St. Antoninus (Part II, tit. 11, ch. 2, §5, before §6): "*If, however, they doubt whether they intended to bind themselves, it must be said that, since one is in doubt whether one can, or cannot, fulfill it, it is safer to do so, lest that day be prolonged, or transferred to some other good thing.*" Likewise §10, near the end: "*In the third case, however, when there is doubt, since one who exists in doubt whether he transgresses the vow, and consequently sins mortally, is bound to*

place himself in a safe position — namely, that he not transgress the vow." The reason for this is drawn by these Doctors from the sacred canons; for Pope Eugene I, in a certain decree (Bk. IV, tit. 1, on betrothal and marriage): "*In matters that are doubtful, what we consider more certain, we ought to hold.*" And Innocent III (ch. *Illud*, on excommunicated Clerics): "*In doubtful matters, the safer path is to be chosen.*" And Clement III (ch. *Ad audientiam*, on voluntary or accidental homicides), says: "*In doubtful matters we ought to choose the safer opinion.*" Nearly all the more ancient theologians agree with these Fathers — the Summae of Rosella, Trovamala, Pisanella, Sylvestrina, Armilla, whose texts, when we treat of doubt, we shall give in their own express words, for all of them may be read at the source. I will now indicate some among the more recent ones. Vázquez (I-II, q. 1, art. 6, disp. 65, ch. 3, and disp. 66, ch. 1), Azor (Bk. XI, ch. 15, q. 4), Salas (unique treatise, sect. 17), Turrianus (q. 49, q. 2), Natalis Alexander (Bk. IV, art. 21, and disp. 66, ch. 2, q. 21, tract. 8, n. 162), Sayr (in *Clavis Regia*, Bk. I, ch. 12, n. 9 and 36), Luiz (Vol. II, disp. 25, q. 21, n. 6), Basile de Marriage (Bk. X, ch. 15, n. 3), Pérez (in *Laurea Salmanticensis*, cert. 10, dub. 1), Montefinos (I-II, disp. 29, q. 4, §3, n. 121), Pedro Cornejo (in St. Thomas, tract. 8, q. 19, disp. 4, ch. 1), Pontas (s.v. *Votum*, dub. 3, n. 6), Gonet (tract. 11, on the first precept of the Decalogue, q. 8, dub. 2, n. 1), Antoine (tract. on the virtue of religion, ch. 3, q. 5), and all the other rigorous Probabilorists.

V. The reason for this opinion rests entirely on the sacred canons, which prescribe that in doubtful matters the safer opinion is to be chosen. What of the fact that the very light of rational nature prescribes, in all matters of every kind — whether pertaining to obtaining bodily health or avoiding temporal loss, or acquiring goods — that the safer course be embraced in doubtful matters?

VI. The theologians of Salamanca, and Probabilists commonly, respond that the sacred canons, St. Thomas, and other Doctors, must be understood of practical doubt, but not of speculative doubt. A charming, and quite empty, response indeed! What, I ask you, is this "speculative doubt"? The canons, and the aforesaid Doctors, speak of a doubt of fact — namely, whether the vow was made or not. What speculation is there here? They speak of a doubtful conscience, which has probable reasons for asserting the making of the vow, and equal reasons for denying it — and it is therefore called doubtful because the mind cannot form a judgment on either side, since it hesitates because of equal reasons on either part. If you call this "speculative," all doubts will be speculative. They perhaps understand a "practical doubt" as that which occurs while one must act: for then the agent doubts practically, whenever, while acting, he doubts. But this speculation is vain, and quite ridiculous: for it is necessary that the agent always doubt whenever, while acting, the intellect, on account of equal reasons on either side, remains suspended.

VII. You are mistaken, they say. For there are given principles by which the doubt is laid aside, and a judgment is formed which is called "practically practical." By this judgment, which is also called the "reflex," the clouds of any doubt whatsoever are dispelled. What, I ask you, are such principles, which, the doubt having been dispelled, induce moral certainty? They are, they say, hidden in the depths of human liberty, which cannot be dislodged from its possession except by certainty — since the condition of the possessor is the better one. But this rule holds only in matters of justice, to avoid disputes and confusion in civil society, as jurists themselves, and the Doctors, explain. In other doubtful matters, however, that rule by no means holds — especially in the matter of eternal salvation, which must be preferred to human life, let alone liberty. But more on this invention in its proper place. For now let it suffice to have stated the true opinion concerning the doubtful vow alone.

VIII. I will only point out this: that the theologians of Salamanca (loc. cit., n. 144), following Diana, Trullench, Palao, and the other Probabilists, have descended into such laxity as to teach that the one vowing is free from the vow, even if, being in doubt, he leans more toward favoring the vow — since he has stronger reasons on this side — because, they say, although stronger reasons press in favor of the vow, if these are nonetheless not so efficacious as to generate a certain assent for that part, but still leave the matter doubtful, then the certain possession of the other side must outweigh that inequality, and a prudent judgment must pronounce in its favor.

IX. Two things here I would have you weigh carefully. The first is that, by the adversaries' own admission, our discussion concerns a doubt not light, empty, founded on scruples and inept conjectures, but resting on grave reasons on either side. The second is that, in the aforesaid doctrine, the whole deadly poison of Probabilism lies hidden. Even when stronger reasons press in favor of the vow's having been made, the one in doubt will still be free of the vow! Without doubt. Why? Because the certain possession of liberty can be dislodged from its place not by stronger, and weightier, reasons, but only by the most evident, and most invincible ones. But tell me, first of all: do these stronger reasons render the doubt merely speculative, and not practical? They incline the intellect, at least, more strongly in favor of the vow. The doubt, then, will be direct and practical, not merely reflex. Nothing could be clearer, or more significant, for the integrity of evangelical morals. Then, on what foundation do you assert that human liberty, in a doubtful contest, takes precedence over natural or divine right? For natural and divine right are, in fact, prior to the liberty of the one vowing; indeed, the liberty of the one vowing is born subject to natural and divine right, from which the vow shines forth in the obligation of payment. It is so, you say, when this divine right is really given. But when I doubt whether the vow was made, I doubt whether this divine right exists or not; and, on the other hand, I am certain that I was free from this right before making the vow. This is precisely what we are asking. Why do they wish, when contending at the tribunal of reason between divine right against liberty, and liberty against divine right, that the judgment ought to be given in favor of liberty, even when stronger reasons press in favor of divine right? Human laws, indeed, have established a rule to remove quarrels, lawsuits, and countless other evils — that, in the possession of estates, the condition of the possessor be the better one. But what book of the sacred Scriptures, what Council, what ecclesiastical decree has issued any canon establishing that, in matters pertaining to the business of eternal salvation, the condition of human liberty in possession takes precedence over divine right, when doubts, or disputes, occur on either side — indeed, even when stronger reasons press in favor of the vow, or of divine right? Let them produce a single Scripture, or a single Council, or some Father, or some Doctor of eminent name and authority, who, before the fifteenth century, taught that, in doubts where mortal sin is at issue, the condition of human liberty in possession is the better one. We, on the contrary, establish from Scripture, the canons, and the Fathers, that in doubtful ways the safer is to be chosen, and uncertainties abandoned, when certainties present themselves. But, to drive our adversaries to the wall, let me reduce that rule — "the condition of the possessor is the better one" — to our own case, so that it may be seen to be true even here: natural, or divine, law is itself the will of God, or God himself. God is the first possessor. The will, or liberty, [of man] is born subject to God. Whenever, then, there is doubt about possession, possession stands for God. Better, then, is the condition of him who possesses God, through his own law. See our *History of Probabilism and Rigorism*, Vol. II, diss. 3, where we have explained this argument at length. But more on this in its proper place.

X. Question I. *Is one who is certain of the vow, but doubtful of its execution, bound to its execution?* Response: The Probabilists themselves, whom we cited above in n. 3, answer affirmatively — since, they say, in that case the possession of the vow made is certain, but its execution is doubtful: therefore possession stands for the vow. So teach, as I said, Sánchez, Filliucci, Diana, Castropalao, Leander, the theologians of Salamanca, and almost all others. We add our own reason, drawn from the Fathers: that in doubtful matters the safer part is to be chosen.

XI. Question II. *Is one who doubts the quantity of the thing promised — say, whether he vowed a hundred or fifty — bound to render a hundred?* Response: Probabilists commonly deny this. For they say: if you doubt whether you vowed a hundred, or fifty, you are bound only to fifty; if you doubt whether the vow is perpetual, or for a year, you are bound only for a year; if you know that you promised entrance into religious life, and doubt whether you promised the laxer, or the stricter kind, you are bound only to the laxer — since the obligation is odious, and must be interpreted toward the more lenient side, so that it obliges less.

XII. The contrary opinion, which we embrace, is upheld by the theologians cited above (n. 4), and further by Navarrus (Bk. III, Consilia, on vows, consil. 20, act 18), resting on the most firm principle: that in doubtful matters the safer part is to be chosen. The reason, indeed, that the obligation is odious, and that laws are to be interpreted in the more lenient sense, is less consonant with the evangelical law, in the Probabilists' sense. For laws are to be interpreted, especially natural and divine ones, in the more lenient sense with respect to the soul, not to the flesh, and human appetites. With respect to the soul, however, the more lenient interpretation is that which places it in a place of safety, and leads it by the safer road to the port of eternal salvation — not that interpretation which, by loosening the reins further, and rendering it freer from the sweetest yoke of the evangelical law, exposes it to the dangers of eternal ruin. The one vowing, then, in the case proposed, is bound either to render a hundred, or to preserve perpetual chastity, so as to embrace the safer path; and the same, for the same reason, must be said of other similar cases in which the quantity, quality, or perpetuity of the vow is doubted. I will, however, propose some cases, so that you may attain a clearer understanding.

XIII. Question III. *One who vowed to give the Church a chalice, and truly doubts of what material — silver, or gold — he had promised the chalice, is he bound to give a gold chalice, or a silver one?* Response: Leander teaches, as a probable opinion (tract. 1, disp. 2, q. 3), that it would suffice in such a case to render a chalice of gilded bronze, or copper — since such a chalice too is suited to any divine use. This author, as usual, always adheres to the laxer opinions. The most common opinion, however, maintains that a golden, or at least a silver, chalice must be rendered, bronze or copper being excluded. This is the only difference among these authors: that some, such as Diana, Del Bene, Trullench, assert that it suffices for the cup to be silver, the rest being of bronze or copper. In this interpretation, however, the custom of that Church to which the chalice is promised to be offered must be considered. For if commonly the chalices of that Church are gold, or silver, the chalice must be gold, or silver, bronze or copper being excluded. So teach Azor (Bk. II, ch. 20, q. 10), Bonacina (disp. 4, q. 2, punct. 6, n. 28), Villalobos (Vol. V, tract. 34, n. 54). And this is the more probable opinion.

XIV. Question IV. *One who vowed not to approach a woman, but truly doubts whether this concerns fornicatory or conjugal approach — is he bound only to abstain from fornicatory intercourse?* Response: Leander teaches (loc. cit., q. 11) — citing Sánchez, Del Bene, and others — that abstinence from fornicatory

intercourse alone would suffice, and he judges this more probable on the basis of that principle: "possession stands for liberty." But this abuses the principle even by the Probabilists' own standards. For the one vowing is certain of the vow. Therefore, by these same Probabilists' own standards, it must be presumed that the vow was made according to the nature of its own act. Now the nature, or essential notion, of a vow is that it concerns matters which fall under counsels, or free matter — although, as we have explained above from St. Thomas, it can also concern necessary matter. Now abstinence from conjugal intercourse is a matter of counsel; from fornicatory intercourse, however, it is a matter of precept. The aforesaid vow, then, excludes both conjugal and fornicatory intercourse. This is also gathered from the chapter "*Since it was pleasing*" on gifts.

XV. Question V. *Is one who doubts whether he made the vow before the age of seven, or before the perfect use of reason, bound to keep the vow?* Response: Sotus denies this (Bk. VII, q. 3, art. 1), where he treats this doubt in passing, and to whom Palao, Del Bene, and Leander subscribe — who nonetheless says that the contrary opinion is most probable. It is surprising that he did not pronounce it less probable. We say, then, to this matter: he is bound. For it is established that the vow was made, and the excuse is doubtful. It should be added, moreover, that very few people make vows before the age of seven, or before the use of reason: therefore, if a vow was made, it must be presumed to have been made once the use of reason was complete. The more common opinion is defended by Sánchez (Bk. IV, ch. 1, n. 14), Luiz (opusc. 10, ch. 6), Suárez (Bk. IV, ch. 2, n. 10), Faustus (tract. on Religion, Bk. I, q. 26), Turrianus (in disp. 1, dub. 1), Malder (tract. 10, ch. 1, dub. 4), and several others.

XVI. Question VI. *Is one who is certain of the promise made to someone, but doubtful of his intention to bind himself, bound to fulfill the vow?* Response: Although Angles denies this (s.v. *Ius*, 5, n. 10), yet the common opinion, even among the Probabilists themselves, holds that the vow is made valid — since words uttered externally are certain and sure signs of intention; nor is anyone presumed to say what he does not feel; for, once a fact is proven, all things that naturally accompany it are presumed to have occurred. Hence, once profession is proven, the one professing is presumed to have had the legitimate age; and the burden of proof falls on the one who denies it.

XVII. Question VII. *Is one who made a vow extorted by fear to be presumed, in doubtful cases, not to have had the intention of binding himself?* Response: Sánchez affirms this (Bk. I, on Marriage, disp. 9, n. 11). But the most common opinion holds that the one vowing had the intention of binding himself — since to presume simulation in one vowing, or swearing, is a presumption of a crime; but no one is to be presumed guilty of a crime unless it is proven. Wherefore you favor the one vowing more, if you presume him bound by the vow, than if you absolve him from it — since you cannot absolve him from the vow unless you indicate that he sinned. So teach Sánchez, Suárez, Palao, Del Bene, Fagundez, Bonacina, Trullench, Leander, the theologians of Salamanca, and others commonly.

XVIII. Question VIII. *If you doubt, in the aforesaid case, whether you used ambiguous, or restricted, words, are you bound by the vow, or oath?* Response: That the vow does not bind in this case is affirmed by Suárez (Bk. II, ch. 33, n. 6), to whom Palao, Leander, Fagundez, Del Bene subscribe. For, they say, in this manner it is not presumed that a crime was committed, but rather it is presumed that there was a sufficient cause for prudent dissimulation. They add, however, that it is necessary for the one vowing to know the modes of equivocation and ambiguity, so that he can, with some foundation, doubt that he used such a locution. But, this opinion aside, we say that the one vowing is bound even in this

case: both because in doubtful matters the safer part is to be chosen, and because no one is presumed to have spoken ambiguously, unless reasons occur by which this is proven.

XIX. Question IX. *Is one who doubts whether he made a vow while asleep, drunk, or in a state of frenzy, to be presumed to have made his vow in a sound state of mind?* Response: Leander teaches (tract. 1, disp. 13, q. 19) that the one vowing who truly doubts whether he vowed in the aforesaid circumstances is free from the vow — since then, he says, it is truly doubted whether there is a vow, or oath, or promise at all, since it is doubted concerning something essentially required for the nature of a vow; and in doubt, favor must be shown to liberty. This opinion is false, and lax beyond measure. Therefore, in fact, with the common opinion, it must be said that the aforesaid one vowing is bound by the vow — since presumption must be gathered from what commonly occurs. Now it very rarely happens that men make vows while drunk, asleep, or in a frenzy. Besides which, in doubtful matters the safer part is to be preferred. What if someone is certain that he made the vow while asleep, or drunk, but doubts whether the sleep, or drunkenness, or frenzy was full — that is, of such a degree as would remove the freedom necessary for a valid vow? Leander answers (loc. cit., q. 20) that the one vowing is absolutely not bound by the vow. But a distinction must be drawn. Absolutely speaking, the presumption favors the one vowing, since he is certain about the sleep, drunkenness, or frenzy: therefore the doubt, as inept, and resting on no valid foundation, is to be dismissed — just as is said of nocturnal pollution, which is not commonly presumed to have occurred with the full consent necessary for mortal sin. When, however, such reasons occur as would not allow the doubt to be prudently dismissed, then the rule presses: in doubtful matters, the safer part is to be chosen.

XX. Question X. *Is one who, angry or disturbed, made a vow, and afterward doubts whether he had the necessary use of reason, bound by the vow — especially if, once his anger has subsided, he repents of the vow he made?* Response: St. Antoninus discusses this question concerning vows made by angry persons (Part II, tit. 11, ch. 2, before §1): "*Vows, however, which are made by women in childbirth, or in illness, or by men in whatever straits of their own, or of their family, or in disturbance — if they had this intention of binding themselves to God, thinking also of the cause which moved them to vow — namely, illness, or danger — and of the end — namely, the escape from danger, to avoid which they vowed — are to be held binding.*" The same is taught by St. Thomas. "*If, however, they doubt whether they intended to bind themselves, it is safer that they fulfill it, according to Thomas. Note also that one who, angry at his father, or teacher, or drunk, vows, or swears, to enter religious life, is not bound — for what is done in the heat of anger ought to be reckoned as not done; which is true, if it happens so suddenly that he would not have done it after deliberation, and the judgment of reason, which does not require a great delay of time. But when, knowing what he swears, or vows, he does this, he is bound, unless he is excused by reason of a less than full deliberation — just as one who, inflamed by the heat of concupiscence, or having drunk well, though not drunk, swears to take a wife, is compelled to take her, unless he was altogether drunk.*" This assertion is confirmed by the following reason: just as deliberation is required for a vow, so too for a mortal sin; and although an angry, or drunk, person who kills a man is excused from the fullness of the sin, but not from its entirety, since it is still mortal, because he was not so beside himself as not to know what he was doing — even though he later repents of having done it — for to repent immediately of a sin argues well that it was not done from habit, but does not argue that it was not done from choice, although the judgment of reason was disturbed by passion. That deliberation of time, or age, then, which would suffice to bind oneself to the devil through mortal sin, suffices to bind oneself to God through a vow. It rarely happens, then, that anger, or some other disturbance, so clouds reason as to remove the liberty necessary and sufficient for sinning, and consequently for a

valid vow. In doubt, then, of sufficient deliberation, it must be presumed that the necessary liberty was present. But if the doubt cannot be dismissed, then the rule must be observed: in doubt, the safer part is to be chosen. As for the second part of the question, authors commonly teach that repentance following the making of a vow is not an argument of insufficient deliberation — since it is not uncommon for men to repent even of things they did with great deliberation. Only from anger, then, or accompanying disturbance, from subsequent repentance, and other conjectures, can it sometimes be gathered that the one vowing was not perfectly master of himself, as authors commonly establish.

XXI. Question XI. *When someone doubts whether the matter of the vow is dishonorable, or evil, is he bound to keep the vow?* Authors commonly deny this. The theologians of Salamanca give the reason (n. 147): that the vow is not yet possessed, since there is doubt about what is necessary for its very essence. But this reasoning of "possession" is here futile. One who doubts the wickedness, or dishonorableness, of the matter is not bound to keep the vow, because he would sin by keeping it. For whoever undertakes a work about which he doubts whether it is good or evil, sins.

XXII. Question XII. *When someone doubts about the condition of a vow, is he bound to fulfill the vow?* Response: The theologians of Salamanca deny this (tract. 27, ch. 1, punct. 1, §1, n. 145), on account of that so often rejected fallacious rule: that the vow is not possessed until the condition has been fulfilled. Now, when the condition is doubted, the vow itself is doubted. But a doubtful vow does not oblige. We, on the contrary, say that in doubtful matters the safer part is to be chosen; and consequently that the aforesaid one in doubt is bound by the vow in the same way that one who doubts the vow itself is bound by it.

Chapter V — How indeterminate vows are to be interpreted

I. A vow can be indeterminate in various ways: namely, 1. as to time — as if you vow a fast, with no day prefixed; or 2. as to quantity — as if you vow alms, with no quantity defined; or 3. as to quality — as if you promise the Church some vessel, without determining whether gold, bronze, or silver; or finally, as to number — as if you vow several things, without determining this one, or that one — which can occur in various ways, of which more below, concerning the indefinite vow. As to time, this has already been discussed above. Now certain general rules must be assigned, according to which the interpretation of vows must be made; then several cases concerning vows indeterminate as to quantity and quality must be resolved. Let this, then, be:

First Rule

II. A vow is to be interpreted according to the intention of the one vowing; and, if this is not established, it must be interpreted in the more lenient sense — such that, when there is room for prudent presumption, it should be judged more mildly, and in favor of the one vowing: for an obligation is odious, and is therefore to be restricted, saving the propriety of the words, according to the intention of the one vowing, so far as this can be done doubtfully. Nor does it follow from this that, in doubtful matters, the laxer part is to be chosen, but only that, when doubts occur in this matter, judgment is to be made more easily in favor of the liberty possessed. For the rest, if, all things weighed, grave and prudent reasons leave the mind in doubt, then the safer part must always be chosen, as has been said above.

III. Question. *Is a vow indefinite both as to quantity and as to quality valid?* Response: Before I proceed further, it is worth resolving this difficulty. For what is indefinite both in quantity and in quality cannot be carried into execution. Hence, in the law "Who [bequeaths] wheat," "Who [bequeaths] an island," "Thus have I stipulated," on obligations and on legacies; "Generally," on legacies; a legacy is vitiated on account of the uncertainty of the thing promised. The same, then, must be said of a vow. Wherefore some maintain that a vow of an indeterminate thing, both as to quantity and as to quality, is null.

IV. The common opinion, however, teaches that this vow is valid — since it absolutely concerns something possible, and honorable; and although it cannot be carried into execution under such indifference, this indifference can nonetheless be removed by the one vowing. Thus one who vows entrance into religious life makes a valid vow — since the one vowing can determine this, or that, order. But what quantity, or quality, is then to be defined, must be decided according to the prudent man's judgment, and according to the intention of the one vowing. When the one vowing has fixed absolutely no quantity at all, it will be up to that man's own prudent judgment, and circumstances considered, to determine what he ought reasonably to carry out, so that the matter be fitting and suited to a vow. This opinion is fairly common. It is defended by Suárez (Bk. IV, ch. 7, n. 13, concl. 4), Sánchez (Bk. IV, ch. 13, n. 3 and following), Castropalao (tract. 15, disp. 1, punct. 12, n. 13), Marín (tract. 9, disp. 3, sect. 2, n. 58), and several others. As for what is objected from civil law, it is commonly answered that the aforesaid laws comprehend only civil promises, but by no means spiritual promises and vows, which are not declared null by canon law, but are referred for determination to the prudent judgment of the one vowing, or of some other upright man.

Second Rule

V. A vow is to be restricted according to the nature of the act, or contract, upon which it falls. If the matter, or contract, subject to the vow, is restricted by conditions, restrictions, or limitations, whether by law, custom, or statute, the vow is understood to be equally subject to all these same restrictions — since then the vow is, in a certain way, accessory to the thing promised, which it cannot free from those conditions imposed by legitimate authority. This is a most common rule, taught by Sánchez (Bk. III, ch. 17, n. 13), Lessius (Bk. II, ch. 42, dub. 4, n. 12), Bonacina (disp. 4, q. 1, punct. 4), Prado (ch. 32, q. 7, n. 1), Tamburini (Bk. III, ch. 3, §4), Suárez (Bk. II, on this matter, ch. 32, n. 2), the theologians of Salamanca (tract. 27, punct. 6, §5, n. 149).

Third Rule

VI. A vow obliges, like an oath, so long as the things promised remain in the same state. On the contrary, if the things have changed, the obligation ceases. Since a vow obliges only according to the intention of the one vowing. Whenever, then, such changes occur as, had the one vowing foreseen them before making the vow, he would not, acting prudently, have made the vow — then it must be said that the vow does not bind the one vowing, unless other circumstances suggest the opposite. For in any vow whatsoever a tacit condition is included, unless a notable change should supervene. This rule too is common among the authors cited. Nor does the vow thereby become conditional, but remains absolute; for a vow is called conditional when the condition is not, as it were, inserted into the very nature of the vow itself, but is imposed extrinsically, and freely, by the one vowing. Two things, however, must be observed here. One is that this supervening change, in order to remove the

obligation of the vow, must be most grave, and manifest, and must not arise either from the nature of the vow itself, or from the malice of the one vowing. For if the change consisted in some grave difficulty of the one vowing, which, while he was making the vow, he already foresaw; such a grave difficulty, proceeding from the one vowing himself, would not constitute a change removing the obligation of the vow. The other is that a supervening change, when it is not grave and manifest, though it does not remove the obligation of the vow, can nonetheless be a cause for obtaining, more easily, a relaxation of the vow.

Fourth Rule

VII. When a vow, or oath, redounds to another's detriment, it must be restricted, so that it inflicts no harm on another — since, whenever a vow or oath harms another, it is unlawful, nor can it validly bind by any pact; as is gathered from the chapter "*Those who come,*" dist., "With yours," on the swearing of oaths. If you swore to keep a secret for someone, you need not keep it, when it harms another — as will be said concerning oaths.

Chapter VI — Several cases concerning vows indeterminate as to the quantity, or quality, of the matter, are resolved

I. Since such cases of vows are exceedingly frequent, for the sake of greater usefulness and ease, having assigned the general principles by which a path is opened to their resolution, it is worth bringing individually to examination all the cases which Casuists commonly discuss, and resolving them according to our own principles. Were these not brought into dispute by the Casuists, we would pass over what follows.

II. Question I. *Is one who vowed abstinence from wine bound to abstain also from beer, and other liquors extracted from wine?* Response: First, all agree that this one vowing ought to abstain both from wine, and from an efficacious desire to drink wine — for a vow which prohibits an act, by the same reasoning forbids the desire for that same act.

III. As for beer, Cajetan teaches (II-II, q. 150, art. 1) that a vow to abstain from wine also comprehends beer — since it inebriates no less than wine. And certainly, if the one vowing made his vow of abstinence from wine in order to avoid the drunkenness he was accustomed to indulge in, he ought equally to abstain from beer as from wine; and Sánchez holds this true (Bk. IV, ch. 11, n. 44), when, however, the vow was absolutely about avoiding drunkenness, and wine was expressed in the vow only by way of example — otherwise, if he intended to avoid drunkenness, and did not take wine by way of example, but as a means to an end — since the end of a law does not fall under the law. But this is mere speculation, vain and arbitrary, which by no means occurs to the minds of those vowing. This aside, then, if the intention of the one vowing is to avoid drunkenness, this is the true opinion; if, however, the one vowing vowed abstinence from wine, so that, by this deprivation, and honest taste, he might deprive himself of this pleasure, and offer God this penance of his — then beer does not seem to be comprehended under "wine," although it too has the power of inebriating. Liquors, however, which are extracted from wine, such as distilled spirits, and similar things, are without doubt comprehended under "wine" — since they are the spirit of that same wine. Wherefore Fr. Claude La Croix (Bk. III, part 1, n. 455) is too lax, along with his own Gobat, in holding that the one vowing, even though he intended in his vow to avoid drunkenness, may take any other drinks fit to

inebriate. When the one vowing wishes to avoid drunkenness, and promises abstinence from wine because this is the more usual, and more apt, drink for drunkenness — and then fills himself equally with distilled spirits and other liquors having the same power of inebriation as wine — his vow becomes a mockery. What does it matter whether you get drunk on common wine rather than distilled spirits, when in fact you do get drunk? Wherefore one who intends by his vow to avoid drunkenness ought to abstain from any drinks whatsoever that can induce it. Indeed, the drunkenness that proceeds from a drink of distilled wine, commonly called "aquavit," is worse, since it clouds the mind more than that which is caused by common wine. Is not such burning water, or distilled wine, the better portion of the wine itself? Are not all the spirits of that same wine, the dregs having been removed, preserved in this distilled wine? By such fabrications, indeed, laws are evaded, not explained.

IV. Question II. *Would one who vowed abstinence from wine, for the sake of his own temperance, and so as to deprive himself of the pleasure of that drink, sin mortally if he drank any wine at all?* Response: Fr. Castropalao teaches that one who vowed abstinence from wine ought to abstain from as much wine as a temperate man is accustomed to drink at a single meal, in order to sin mortally. Here are his own words (tract. 15, disp. 1, punct. 12, n. 21): "What of the vow to abstain from wine? It obliges under grave fault, unless that quantity of wine is drunk which would suffice for those who use wine temperately, for a single meal." Fr. Patritius Sporer, reporting this opinion of Castropalao's (tract. 3, on the precepts of the Decalogue, ch. 11, sect. 3, §2, n. 86, p. 358), delivers this judgment. Certainly it is too lax, even in the Germans' own sense, for Castropalao to require, for a single meal, that quantity which would suffice for some man using it temperately. Not only does Fr. Sporer absolutely pronounce this opinion lax, but he adds that it is lax even in the Germans' own sense, and is therefore most lax. While I was reading this in Fr. Sporer, I felt myself struck with a certain admiration — which, however, soon vanished, since he afterward approves, in the same very words, the opinion he here calls too lax (tract. preamble, ch. 5, sect. 2, §4, on vows, n. 30, p. 75) — with this one difference, that here he reports the aforesaid opinion from Sánchez, but above he attributed it to Castropalao — the good German not noticing that Castropalao had transcribed this opinion, word for word, from Sánchez. Here are Sporer's own words: "As to the quantity of wine drunk, some smallness of matter must certainly be admitted as excusing from mortal sin — and indeed a greater smallness than in the eating of meat. The judgment of Sánchez pleases me (Bk. IV, Moral Theology, ch. 11, n. 21), that for a mortal transgression of such a vow, or oath, only so much wine drunk is required as would suffice, in a single meal, for those commonly using wine temperately." Perhaps this opinion, delivered by Fr. Sánchez, who is one of his own Masters, carried somewhat more weight with Sporer than that of Fr. Castropalao. Be that as it may, what he once called too lax, even in the Germans' own sense, he now testifies pleases him as a safe rule of conscience.

V. Tamburini (on the Decalogue, Bk. III, ch. 15, §6, n. 13) pronounces Castropalao's and Sánchez's opinion too lax. Fr. Marín subscribes to Tamburini's judgment (tract. 9, disp. 3, sect. 2, n. 71). But Fr. Claude La Croix (Bk. III, part 1, ch. 3, dub. 4, n. 464) embraces the lax opinion of Fr. Sporer, Castropalao, Sánchez, and Diana.

VI. Perhaps the reader will marvel that I have exercised such rigorous criticism over a matter so light — but he will cease to marvel, if he ponders this a little to himself according to the principles of the Probabilists. Let him note, then, that five or six theologians, some of whom are classical among

them, teach this opinion: therefore it is wonderfully probable. Now, from this probability, all the abolition of fasts follows. For if one bound by a vow of abstaining from wine should be obliged to drink only that much wine as would suffice to sin mortally, by the same reasoning, one bound to transgress a vow of not eating meat should be obliged to eat only that much meat as temperately living men are accustomed to eat in a single meal. For this reason, if someone were to keep, contrary to the Church's precept, half of the Lenten fasts, on a Friday, in comparison of a disparate quantity of wine, and meat, would eat that quantity of meat which temperate men are accustomed to eat, he would observe the vow — and by the same reasoning he would observe those fasts which flow from the rule of Sánchez, Castropalao, Diana, and La Croix, which now I dismiss. And although there may be some difference between wine and meat, still, if we compare that quantity of wine, which is sufficient matter, with the quantity of meat, there yet remains a quantity of meat sufficiently abundant. For let us suppose that four cups are the temperate drink of a single meal, and consequently the necessary matter for a sin against a vow of abstinence: three cups, or three parts of the wine, will be a small matter. If, from this measure of meat, we subtract a third part, and substitute a half; this done, the difference will be removed, and an equal absurdity will follow — namely, that one who vowed abstinence from meat, if he is a temperate man, and eats two pounds of meat at a single meal, will be able to eat almost one pound during the time of a fast either imposed on himself by vow, or by the Church's precept.

VII. One bound by a vow of not drinking wine can, all admit, if he is a priest, take both ablutions after Mass, and, if a layman, take a modest quantity of wine after his customary communion. That outside these cases too there is a smallness of matter is not to be doubted. Tamburini (in the place cited) says that one who drank once would not be condemned of mortal sin; but he who drank twice, or three times, would be. But a distinction must be drawn. For there are certain heavy drinkers who are accustomed to drain an entire jug in a single draught. These, drinking even once, would violate their vow, or precept. But Tamburini does not speak of these. I say only that no one bound by a vow or precept, of settled conscience, who drank one of the customary cups, would commit himself to so grave a risk of mortal sin — nor would I condemn him either. It is certain, however, that one bound by a vow of abstaining from wine sins, whenever, without necessity — and the case just recounted of a celebrant's ablutions or a communicant's customary sip set aside — he drinks. The quantity of the sin, however, has no fixed limits, just as the quantity of matter does not either. There is certainly a smallness of matter, and it is the half of a small cup. But if you go further, you commit yourself to the disputes, and consequently the dangers, of the Casuists — for some Casuists too rashly extend a fixed, and certain, measure of grave, or small, quantity.

VIII. Question III. *Is one who vowed to fast bound to the ecclesiastical fast?* Response: A vow is a private law, whose measure is the common law, when the intention of the one vowing does not determine otherwise. The one vowing, then, is bound to fast in the manner in which one fasts who keeps the ecclesiastical precept of fasting. So teach all. Several other points, however, are contained in the question proposed, which must be examined individually.

IX. Question IV. *Are you bound, by virtue of the aforesaid vow, to abstain from dairy products, at least in Lent?* Sánchez denies this, and with him Tamburini (Bk. III, ch. 15, §6, n. 11) and Leander (tract. 1, disp. 20, q. 4) — since, they say, it is probable enough that the Church's precept does not oblige, during Lent, to abstinence from dairy products. Therefore, since the one vowing bound himself to keep the

fast in the manner in which it is instituted by the Church, he is not bound, by virtue of that vow, to abstain from eggs, and dairy products in Lent. If the one vowing promises a fast according to the norm of the ecclesiastical fast; and it is probable enough that the ecclesiastical fast does not impose abstinence from eggs and dairy products, it will suffice for the one vowing to abstain from eggs and dairy products. This opinion seems to me lax, and does not rest on this now-certain claim among these authors — that it is not evident that the custom of not obliging to abstinence from dairy products is sufficiently ecclesiastical; nor does it help to reply that the precept of fasting is one thing, another the precept imposing abstinence from dairy products, and that the one vowing intended the former, not the latter. An excellent speculation indeed! The one vowing fasting will then be able to eat meat: for the precept forbidding the eating of meat is altogether distinct from what fasting itself prescribes. But let us not heap up more arguments against an opinion which the more celebrated theologians disapprove. Córdoba (q. 168), Ludovico López (Part II, *Instructions*, on fasting, ch. 10), Azor (Part 7, Bk. VII, ch. 10, q. 6), Suárez (Bk. IV, ch. 7, n. 9), Castropalao (disp. 1, punct. 11, n. 18), and not a few others. The reason, however, is manifest: whoever vows fasting promises that fast which is observed in the Catholic Church, unless he expressly declares the opposite. But the fast of the Catholic Church conjoins, with a single measure, abstinence from dairy products in Lent. The one vowing, then, ought to keep the fast by virtue of his vow, in the manner of the other faithful. On the contrary, in fasts outside of Lent, he can fast according to the custom of his own country. If the custom of abstaining from dairy products prevails, he too will enjoy it; if the contrary custom prevails, he must observe the same. This is the true opinion, and the common one.

X. Question V. *Does one who vowed to fast, with no number of days prefixed, satisfy the vow by a single day of fasting?* Response: Since the interpretation of a vow, according to the common rule, ought to be lenient and in favour of the one vowing, I say that the one vowing satisfies the said indeterminate vow by the fast of one day. I add that a vow does not oblige except according to the intention of the one vowing. Now, whenever the one vowing, while he makes the vow, determines nothing, he reserves to himself that right which he enjoyed of defining his vow within certain limits, so that he may afterwards attach the determination which he did not add when he made the vow. It is the common opinion.

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XI. Question VI. *Does one who vowed several fasts satisfy by fasting twice?* Response: Sánchez, Leander, and Prado affirm it, because the number two imports plurality. But if the propriety of words is to be attended to, plurality will scarcely be found to be signified by the number two. If someone should say: *He committed several crimes; he performed several outstanding deeds; he sent several soldiers; he offered several gifts*: who of sound mind would understand only two from these expressions? Certainly two constitute not the singular but the plural number, as is gathered from the rule *Pluralis*, on the rules of law, in the Sixth. Nevertheless, according to the common and exact manner of speaking, one who vowed several must be presumed to have vowed beyond the number two. Nor is it worth saying more about such imprudent vows.

Translated for this site from the Latin of the print, where the English received lacks this passage or departs from the print. (ed.)

XII. Question VII. *Is one who vowed to fast for an entire month bound to keep the fast even on Sundays?* Response: Layman affirms this (Bk. IV, tract. 8, ch. 11, n. 9), where he cites Bellarmine. But the contrary opinion, according to what has been said, is more probable, and seems most probable to me.

For if the one vowing, when he vows to fast, is bound to carry out that fast which the Church prescribes — if, I say, in the quality of the fast, he ought to conform himself to the Church's custom — why not also as to time? For the Church deems it expedient, and fitting, that the fast be broken on Sundays. Wherefore, if someone bound himself by a vow to fast on the vigil of some Saint, and that vigil should fall on a Sunday, he ought to anticipate the fast, and carry it out on Saturday, as the common opinion holds. For greater clarity, however:

XIII. Question VIII. *If someone vowed to fast on Sunday, would this vow be valid?* Response: Suárez denies this (Bk. III, on vows, ch. 7, n. 21) — since the Catholic Church wished always to abstain from such fasting, as reproving the custom of certain ancient heretics, who fasted on Sundays. Sánchez concedes to Suárez's opinion, or leans strongly toward it (Bk. II, on the Decalogue, ch. 37, n. 13). But a distinction must be drawn. If some Catholic, led by a singular zeal of piety, made a vow to fast on Sundays, he would be guilty of a certain superstition, and would worship God with an undue worship. And this is what Suárez and Sánchez seem to intend. But if someone, in order to more strongly subdue his flesh and concupiscence, and bring it into subjection to the spirit, vowed continuous fasting, to be observed continually, even on all Sundays — scandal, or the astonishment of the faithful, being excluded — this would be a valid, and prudent vow. How many holy men have not kept continuous fasting, Sundays included! And this is the most common opinion, taught by St. Thomas (Bk. IV, dist. 15, q. 3, art. 3, qc. ult.), Azor (Bk. VII, ch. 26, q. 2), Lessius (Bk. IV, ch. 2, dub. 4), Bonacina, Trullench, Prado (ch. 31, q. 2, §1, from n. 103), and others. If, however, someone were to eat daily, forgoing fasting on each individual day, and then vowed to fast on all Sundays, and really did fast — I myself would certainly disapprove of this fasting, as a superstitious one; nor do I see how a similar fast could be defended. For the examples of the Saints show that fasts were kept by them not only on Sundays, but on individual days. For if someone wished to check his desires, and mortify the flesh, would he need the remedy of fasting only on Sundays?

XIV. Question IX. *Would one who vowed a fast to be carried out on bread and water violate the vow by drinking wine once; and, after a single drink of wine, could he, without transgressing the vow, drink wine more often?* Response: From what has already been said a little above, the answer to the first part of the question is clear. For we have said that there is a smallness of matter in this, as in other vows. Whence it is clear that one who drank a single small cup of wine would not break the vow of such a fast. To the second part, Sánchez answers (Bk. IV, ch. 11, n. 149) that he could drink more often, because it would be impossible for him further to observe that circumstance of the fast promised by vow. This opinion is lax, and the contrary opinion true. This is defended even by Fr. Castropalao himself (tract. 15, disp. 1, punct. 11) — since abstinence from wine is a burden undertaken by the one vowing for the whole day of the fast. Tamburini's distinction, however — that if the vow was about abstinence from wine, Sánchez's opinion would be true; but if it was about fasting on bread and water, this — I say, this distinction is one of those that do not come into the minds of those vowing when they make their vows. Wherefore the will of these vowers must be interpreted according to what commonly occurs. And because men, when they vow a fast on bread and water, vow abstinence for the entire day from wine, and other foods, therefore, since no one ought to reap advantage from his own iniquity, it does not follow that one who had already once drunk, by violating his vow, could without fault drink wine more often for the rest of the day.

XV. Question X. *Can one who vowed to fast on bread and water eat pastries — commonly, macaroni?* Response: Tamburini (Bk. III, on the Decalogue, ch. 15, §1, n. 10) teaches that one who vowed a fast on bread and water, if he eats edible paste — which the Italians call *maccheroni*, and *vermicelli* — violates his fast, especially if, while they are cooked, a little oil is poured in, and some sprigs of marjoram mixed in. For those who vow a fast on bread and water commonly promise that they will be content with bread and water. Leander (tract. 1, disp. 20, q. 17) grants that it is lawful for the one vowing to eat pastries and vermicelli cooked in water alone; not so, if they have any oil, or an infusion, or admixture, of marjoram sprigs. These are among those questions which the Casuists have devised in order to soften the observance of vows, and to come to the aid of feeble observers of vows. But, trifles aside, it must be said that the vow is observed by the use of common bread, and a drink of water. Those who eat vermicelli, pastries, or porridge depart, more or less, from the exact observance of the vow. When it happens that those who use these foods sin, or do not sin, mortally against the vow, cannot be absolutely defined. This only I say, as most certain: that, bread lacking, a man bound by such a vow can eat pastries, vermicelli, or porridge.

XVI. One bound by a vow of fasting on bread and water, if, on account of a weakness of his strength, he could not sustain himself on bread and water alone, may eat fish; and if he could not do this either, let him make use of dairy products; and if dairy products would not suffice, let him take meat, and observe chiefly that part of the fast which is consonant with his own strength. If he is so infirm that, according to what we shall say concerning the precept of fasting, he is altogether freed, he will nonetheless fulfill the fast at another time, according to what must likewise be said concerning an indeterminate fast as regards time.

XVII. Question XI. *Is one who made a vow to fast on all Fridays and Saturdays throughout the year bound to fast even when the feast of the Lord's Nativity falls on one of these days?* Response: Several authors deny that the one vowing is bound to fast on the day of the aforesaid solemnity — Molina (Vol. II, on justice, disp. 272), Azor (Bk. VII, ch. 20, q. 30), Diana (Part I, tract. 9, resol. 3), Tamburini (Bk. III, ch. 15, §5, n. 13). But the more common opinion, and, to me, the true one, maintains the contrary. The reason for this opinion is manifest: resting, as it does, on the very words of the chapter (final chapter, on the observance of fasting), where it is established that the Church exempts from abstinence from meat only Christians who are bound neither by vow, nor by regular observance. "Whoever," it says, "are bound neither by vow, nor by regular observance to the observance of fasting according to the custom of the general Church, if the Nativity feast should fall on a Friday, may eat meat on that day." The Church, then, excludes from this exemption those who are bound by vow, or regular observance. But, they say, the Church speaks of those who had expressly vowed to fast on the aforesaid solemnity; not so of others. This interpretation is arbitrary, empty, and rests on no foundation, even a plausible one — since the text is absolute, and universal. But we shall return to this discussion when we treat of the precept of fasting, whence it will be clear that those exempted are not all bound by regular observance on the day of the Lord's Nativity. This opinion is taught by Fr. Suárez (Bk. IV, ch. 20, n. 8), Bonacina (disp. 4, q. 2, punct. 6, n. 3), Leander (tract. 2, disp. 20, q. 21), the theologians of Salamanca (tract. 27, ch. 1, punct. 6, n. 159, §1).

XVIII. Question XII. *How is one who made two contrary vows to be dealt with — say, of eating bread alone on Friday, and of not eating bread on the vigil of some Saint, which sometimes falls on that same day of the week?* Response: Sylvester (s.v. *Votum*, q. 17), following St. Thomas, answers that, if both are possible, both

must be observed; but if not both, then that must be observed which is judged better, and more pleasing to God. But if both are equal, then the first is to be observed. I would believe, nonetheless, that in the case reviewed, the one vowing ought to abstain from all food — provided his strength holds, and infirmity does not prevent it — since the second vow, of eating only bread, does not conflict absolutely with the first, but adds a greater abstinence — namely, from all food. Then, if both vows cannot be observed; then the second vow — namely, of eating, excluding bread — would be to be observed. If, however, the second vow were to eat, excluding bread, the first vow should be observed, both because it was the first, and because it is stricter.

XIX. Question XIII. *Is one who vowed to recite the Rosary bound to recite it in full; or does he satisfy the vow if he merely runs through it mentally?* Response: When the intention of the one vowing is not established, one who vows the Rosary satisfies the vow, if he recites a third part — since the faithful are commonly accustomed to recite the Rosary in this manner. And this is the common opinion — just as authors commonly also teach that it must be recited vocally, since this is the customary manner of reciting it. But if the one vowing were merely to run through it mentally, the theologians of Salamanca say (punct. 6, n. 136) that the vow can be fulfilled by the one vowing through contemplation alone, and they add that this can be done even if the one vowing does not have this custom. They cite Leander and Castropalao for the same opinion. In either case I judge this false — since the Rosary consists, essentially and properly, of two parts: namely, the contemplation of the mysteries of the life and Passion of Christ the Lord, and the recitation of the Lord's Prayer and the Angelic Salutation. These are the two parts constituting this special mode of prayer — namely, the Rosary. Whoever, then, vows the Rosary, vows that Rosary which is commonly recited in the Church — just as one who vows a fast promises the ecclesiastical fast, that is, to be observed according to the Church's custom, as all admit. The Rosary, then, consists of vocal prayer and mental contemplation. The one vowing, therefore, does not satisfy the vow by merely running through the Rosary in his mind. Wherefore I in no way consider the opinion of Leander and the theologians of Salamanca, who teach the contrary, to be probable. The one vowing would satisfy the vow, however, if he recited the Rosary alternately with someone else.

XX. Question XIV. *Does one who vowed to hear Mass daily satisfy the vow on holy days by hearing one Mass?* Response: The common opinion is that the one vowing satisfies the vow by hearing only one Mass on feast days — since the rational intention of the one vowing seems to be that he wishes to let no day pass without hearing Mass. Indeed, if a confessor, imposing a penance on a penitent, were to prescribe that he hear that very Mass which he is bound to hear by precept on a feast day, he would impose no penance at all on him — since a confessor must impose some penance on the penitent, according to the gravity of the crimes. But the one vowing makes his vow freely and spontaneously; and, since one can vow a thing already commanded, as we have said — hence, if someone vowed to hear Mass on a feast day, he is not presumed to have vowed another Mass beyond that which he is bound to by precept, unless he expressly declared that he vows two Masses. It does not hinder this, that a confessor imposing the hearing of Mass on a feast day does not enjoin that Mass which is of precept, but another — for a confessor's penance does not follow the same reasoning as one who satisfies an indeterminate vow by hearing one Mass. If, however, a confessor were to enjoin a penitent to hear Mass daily throughout the year, then, unless the contrary were established from the circumstances, the penitent would satisfy the burden imposed by the confessor even on feast days by hearing one Mass — since by hearing Mass on individual days, he satisfies the burden imposed by the

confessor. Nor does it seem likely that a confessor, obliging a penitent for so long a time, would wish him to fulfill two precepts on feast days. The one vowing, however, is bound to hear Mass devoutly, and attentively, according to the universal custom of the faithful, while they hear Mass, so as to fulfill the precept.

XXI. Question XV. *Is a girl who vowed virginity bound to preserve it after the commission of a first shameful act?* Response: The Doctors commonly affirm this — since to vow virginity, by its own nature, indicates perpetuity, even though this is not expressed in the vow. It is otherwise, if the one vowing expressly intended to avoid only the first shameful act; for then a vow depends, in its own obligation, on the rational will of the one vowing. Wherefore, after the first shameful act, she would not then be bound, by virtue of the vow, to abstain from later acts. Sánchez (Bk. IV, ch. 21, n. 22), Suárez (Bk. IV, ch. 7, n. 9), Valentia (II-II, disp. 6, q. 6, punct. 4), Tamburini (Bk. III, ch. 15, §3, n. 2), Palao (disp. 1, punct. 12, n. 5), Leander (tract. 1, disp. 19, q. 8). This author, however, holds that, in a doubtful case, when it is not established whether the one vowing had this express intention, or not, it must be presumed in favor of the one vowing. But according to what has already been said, in doubtful matters the safer part is to be chosen.

XXII. Fr. Marín considers it probable that the one vowing virginity is not bound to chastity (tract. 9, disp. 12, sect. 1, n. 39), following Burghaber, case 66 — since virginity signifies only the integrity of the body. This opinion is too lax, and offends the common sense. For whoever vowed virginity, by a stronger right, pledged chastity as well; since virginity comprehends chastity. The same Marín adds, however (n. 40), following Moya, that a distinction must be drawn: if the one vowing recognized the difference between chastity and virginity, then she is bound to virginity partially — that is, to the mere external integrity of the flesh alone. If she did not recognize this, as commonly happens among girls, she is bound to total chastity. In doubt, however... however, it must be presumed that she recognized this difference, when she made the vow of virginity, and understood it to include the purity of both mind and body. We reject this opinion, then, as improbable. Our own opinion is defended by Felix Potestas himself (Vol. I, part 2, ch. 3, n. 1890).

XXIII. Question XVI. *Does one who vowed a pilgrimage absolutely satisfy the vow by an equestrian pilgrimage?* Response: The common answer is affirmative — since an equestrian pilgrimage is a true pilgrimage. And this holds true even if, at the time of the vow, he thought of a journey on foot; provided, however, he did not intend to bind himself specifically to this — since mere thought does not induce an obligation. Sánchez (Bk. IV, ch. 16, n. 21), Bonacina (disp. 4, q. 2, punct. 8, n. 16), Palao (disp. 1, punct. 12, n. 9), Tamburini (Bk. III, ch. 15, §5, n. 16), Leander (tract. 1, disp. 19, q. 9), Marín (loc. cit., n. 91).

XXIV. Question XVII. *Does one satisfy the aforesaid vow, if, hired for a fee, or compelled by some other business, or out of mere curiosity, he undertakes the pilgrimage?* Response: Sánchez denies this in all the circumstances reviewed — since one who made the vow promised God a free, pious, and religious action. But a pilgrimage undertaken for hire, or out of curiosity, or for some other business, is not a voluntary and religious pilgrimage; indeed, one undertaken for a fee is undertaken not by title of religion, but by a debt of justice. In these cases, then, the one vowing does not satisfy the vow. The contrary opinion is taught by Castropalao (tract. 15, disp. 1, punct. 11, n. 10), Tamburini (Bk. III, ch. 15, §5, n. 5), Leander (tract. 1, disp. 19, q. 10) — since force applied does not remove liberty, though it diminishes it. Wherefore, though the one vowing is compelled extrinsically, he can nonetheless

internally will the execution of his vow freely. In this case it seems certain to me that the one vowing satisfies his vow. If he afterward undertakes the journey for the sake of transacting some business, or out of curiosity, a distinction must be drawn. If the temporal business, or curiosity, is the sole end of the pilgrimage, without doubt they impede satisfaction of the vow; but if the one vowing intends to pursue both, I do not see why the one should impede the other. For it is certain that the obligation both of justice and of religion can fall upon the same matter — as, for example, if someone bound by a vow to say Mass daily can, on many days, accept a stipend for the application of the sacrifice, and thus fulfill both the obligation of religion and of justice at the same time. This opinion, which the cited authors defend, seems to me more probable in the sense I have explained.

XXV. Question XVIII. *Is one who vows religious life, or to receive holy orders, bound to observe chastity?* Response: Authors commonly answer that, by virtue of such a vow, he is not bound to chastity — since the matter of such a vow is not chastity, but the religious state, to which chastity is annexed. Just as a vow to receive holy orders has for its matter the ecclesiastical state, to which chastity is joined. Wherefore, that state having been abandoned, the one vowing would not be bound to chastity. If, however, he persists in such a state, he will be bound to chastity, not by virtue of the simple vow, but of the other, solemn vow. Cajetan (II-II, q. 88, art. 3), Suárez (Bk. IV, ch. 7, n. 15), Leander (tract. 1, disp. 19, q. 11, n. 8), Marín (tract. 9, disp. 3, sect. 2, n. 4), Castropalao (tract. 15, disp. 1, punct. 12), and all commonly.

XXVI. Question XIX. *Is one who vowed alms, without determining the quantity or quality, bound to a large, or a small, quantity?* Response: The resolution is clear from what has already been said. For just as the one vowing, when he made the vow, could define both the quantity and the quality, so too, once the vow is made, he enjoys the same liberty, provided the matter of the vow, as often said elsewhere, offers difficulty. One who vowed alms absolutely, with no quantity or quality signified, can offer any quantity whatsoever, provided it is fitting and suited to the matter of the vow. The circumstances of place and time, however, must always be attended to. And when such vows are to be interpreted, the burden should be imposed on the one vowing as leniently as possible.

XXVII. Tamburini proposes this case (ch. 15, §6, on the vow of an indeterminate thing, n. 4): Someone vowed wine to the Capuchin Fathers, for the celebration of Masses, every day. The vow passed to his heirs, who, as is customary, forgetful of their father's piety, give wine of the lowest quality. Is it asked whether they fulfill the vow? Tamburini denies this, and rightly — since, even though the father absolutely vowed the wine for the celebration of Masses, such wine, according to the estimation of prudent men, ought to be, if not of the best, at least of moderately good quality. All the more so, since vile victims, and offerings of the lowest condition, are found reproved in Scripture.

XXVIII. Question XX. *If someone vowed one of his silver vessels, or one of his servants, or one of his animals to God, what is he obliged to render?* Response: Authors commonly teach that the one vowing can choose, and offer, whichever of the things promised he prefers; nor is he bound to the more precious vessel, or the better servant, when the contrary intention is not established. In similar cases, however, the mean, or a moderate quality, must be observed.

XXIX. What if, before you fulfill the vow, only one thing remains out of several you had, the others having been lost — say, one chalice remains to you, the others having been stolen; one servant, the others having died or been killed; one animal, the others having died or been slaughtered? Sánchez (Bk. IV, ch. 13, n. 19) and Molina (Vol. II, on justice, disp. 270) deny that the one vowing is bound to

fulfill the vow — since the remaining chalice, or servant, is no more promised than those which perished. Why, then, should those that perished, perish for the one vowing, and none for God, since the vow was addressed to none in particular? It seems, rather, that the loss ought to be divided, and that half of the remaining chalice ought to be offered. The contrary opinion seems to me more probable, defended by Bonacina (disp. 4, q. 2, punct. 6, n. 24) and Castropalao (tract. 15, disp. 1, punct. 12, n. 26). And the reason is sufficiently manifest: because, in the case reviewed, no chalice was determinately promised; rather, all were indeterminately subject to the vow — for you promised to give one chalice, one servant, out of all — that is, this one, or that one, until you come to the last. As for what the adversaries reply — that the remaining chalice is no more promised than those that perished — this is true, since all were promised under a disjunction.

XXX. Hence, if you promised to give the Church, under a disjunction, a chalice, or a servant, and, at the time of fulfilling the vow, one part should perish, you are bound to render the surviving part — as is established in the law "Stichus, or Pamphilus," on solutions; "Not indeed," on a certain place; the Royal Law, tit. 11, part 5. Since you were bound to give one of those two. But, one remaining, you can still fulfill the vow. You are bound, then. Some draw a distinction, and say: if your part perished through your own fault, you are bound to render the surviving part; if it did not perish through your own fault, nor were you in delay of rendering it, then they judge you free from the vow. The common opinion, however, teaches that you are bound to render either the surviving part, or the price, or value, of the thing that perished, even without your fault — from which, if the part perished without your fault, you acquire this privilege: that you are not bound to offer the surviving part; but either this, or the value of the other part which perished. This privilege is not enjoyed by one who has, through his own fault, allowed one of the parts disjunctively promised to God to perish. Sánchez (Bk. IV, ch. 22, n. 23), Palao (disp. 1, punct. 12, n. 28), Molina (Vol. II, on justice, disp. 270), the theologians of Salamanca (tract. 27, punct. 6, §1, n. 142).

XXXI. Question XXI. *If you promised a determinate thing to one of two Churches, to which are you bound to give it, in the case where you do not know to which you promised?* Response: If, when you made the vow, you did not determine one Church over the other, but disjunctively to one or the other, then it is plain that you are free to offer the thing to whichever you prefer. If, however, you determined one of the two Churches, and afterward, having forgotten, do not know which it was, Sánchez (Bk. IV, ch. 13, n. 18) asserts that you can give the thing to whichever you wish — since, he says, the whole obligation of a vow arises from the will of the one vowing. When, then, the one vowing does not know to which of the two Churches he ought to render the promised gift, it will be within his own power to give it to whichever he prefers. For then neither Church has a determinate right to that thing; but the whole right lies with God, in whose honor the vow was made.

XXXII. The other opinion teaches that the one vowing, in this case, ought to divide the promised gift, and offer each Church its part in proportion to the doubt. Since it is certain that you promised the thing determinately to one Church. That you now do not know to which you promised does not remove the fact that the thing is owed to one of these Churches. Therefore, if, at your own discretion, you give it to one, you expose yourself to the danger of depriving, by its own right, the Church to which you determinately promised it. It will be safer, then, to divide the thing promised in proportion to the doubt, and thus fulfill the vow in the best way possible. Which of these two opinions is to be

preferred, I confess I do not know. It must be gathered from the diversity of circumstances which redounds more to the worship of God.

Chapter VII — On vows extorted by error, or by fear

I. We shall have much to say concerning oaths that are deceitful, and extorted by fear, which can be consulted, lest we act twice over. We shall therefore only touch briefly on a few points here, all the more since, when treating of contracts and marriage, we shall bring similar controversies under examination.

II. Question I. *Does an error concerning the substance of a vow render the vow invalid?* Response: Authors commonly affirm this — since error removes the voluntary: for nothing is willed unless first known. Therefore, if you are ignorant of the nature, or substance, of the vow, then the thing promised by the vow is not voluntary, but involuntary. There is, then, no vow — since it is not voluntary. Hence, if you were to profess religious life, ignorant that profession is perpetual, your profession would be null — since perpetuity pertains to the substance of profession. Say the same of ignorance of those things which are reduced to the substance of the thing promised: say, you vowed to journey to Jerusalem, thinking your vow could be fulfilled by an overland journey, being ignorant of the sea voyage; you vowed to enter the Carthusian, or Dominican, order, thinking that eating meat there was permitted — these vows are null, as is taught by Suárez (Bk. II, ch. 11, n. 21), Sánchez (Bk. IV, ch. 12, n. 12), Lessius (Bk. II, ch. 41, dub. 1, n. 21), Prado (ch. 31, q. 4, §1, n. 2), Palao (disp. 1, punct. 6, n. 2), the theologians of Salamanca (tract. 27, punct. 6, §4, n. 116), who add that the one vowing is not bound to other religious orders, since he determinately vowed these two.

Two things present a difficulty to me. The first is that abstinence from meat should enter into the very substance of profession, or pertain to it — for it seems that this abstinence is a certain grave circumstance, but it is not the one thing that distinguishes one Order from another; indeed, all monastic orders that have this law observe the same abstinence from meat. Of the four mendicant orders, two observe this same abstinence. Moreover, this abstinence, compared with the three solemn perpetual vows, does not seem so grave a circumstance as to enter into the very substance of the profession, and to be able to invalidate it. The other difficulty is likewise this: namely, that such a one vowing ought not to be bound to enter any other religious order. Since one who vows entrance into religious life seems to vow, first, the religious state, and then, secondarily, this particular religious order — when there is no express, determinate, contrary intention. All these considerations together render the aforesaid resolution quite doubtful to me. Wherefore it seems to me safer, and more probable, that the one vowing is bound either to enter the promised religious order, or to choose another in which meat is eaten — since, as I said, the circumstance of abstaining from meat does not seem to enter into the substance of a perpetual profession.

III. All theologians, moreover, admit that ignorance of circumstances which do not pertain to the substance of the matter does not invalidate vows, or oaths, but leaves their obligation intact as to substance — even if the person, had he foreseen these circumstances when he made the vow, would not have made it — since such ignorance, as they say, is concomitant with respect to the vow, not principal, or as giving cause to the vow. For you embrace absolutely the principal object of your vow, even though, had you foreseen that object clothed in such a circumstance, you would have abstained from it. For very many vows, promises, and contracts would not be made, if all the circumstances

that supervene in the course of time were foreseen; yet, when they actually occur, they invalidate neither vows nor contracts. In this all agree: Cajetan (II-II, q. 88, art. 3, near the end), Sotus (Bk. VII, q. 2, art. 3, ad 3), Molina (Vol. II, disp. 272), Lessius (Bk. II, ch. 20, dub. 2, n. 10), Suárez (Bk. I, ch. 12, n. 6), Sánchez (Bk. IV, ch. 12, n. 6), Castropalao (tract. 15, disp. 1, punct. 6, n. 4), the theologians of Salamanca (tract. 27, ch. 1, punct. 6, §1, n. 156). The difficulty is which of the circumstances redound into the substance of the promise, or vow. The cited authors maintain that, in the aforesaid vow of religious life, abstinence from meat is a circumstance invalidating the profession, since it pertains to the substance of the profession. It seems to me, however, that such a circumstance does not pertain to the substance of monastic profession, for the reasons assigned; and this opinion seems to me more probable.

IV. Likewise, if error concerns the end of the vow, if the ignorance is of the essential end of the vow, such ignorance will also impede the value of the vow — since the end of the vow is its object. Wherefore, if ignorance of the essential end of the vow occurs, it will produce the same effect regarding the end as it does regarding the substance of the vow. Several ends are distinguished in a vow. The first is the divine worship, which is common to all vows, and can be called universal, and extrinsic; without which no matter is fit for a vow. The second end is the special, and, in a certain way, intrinsic end, upon whose cessation, too, the vow ceases — as, for example, the proximate end of alms is the relief of another's need. For example: you vowed to give Peter alms, thinking him poor; you afterward discover him to be rich, and in no way needy, and in no way in need of alms; the vow ceases, since it altogether recoils into the nature of the object, which is a peculiar and total relief of poverty — and, that failing, the vow ceases entirely. The third is the extrinsic end which the one vowing freely set before himself: as if you vowed to give health to your sick son... , whom you believe infirm; and, that son being restored to health, or having died, the vow ceases, and so too is that end reduced to the nature of the object; and thus, once that ceases, the vow ceases. If, however, the error is about the occasion, or occasional cause, of the vow, then the vow is not impeded — although, if, before the vow was made, the cause had been known, it would have impeded the making of the vow.

V. You will object, from St. Thomas (Bk. IV, Sent., dist. 38, q. 1, art. 3, qc. 1, ad 3), where he says that "*that which, if present, would impede the vow being made, also removes the obligation once the vow has been made*." But the circumstances and difficulties that supervene were unknown to the one vowing. Therefore, once the vow is made, they remove the obligation. Response: St. Thomas, in the place cited, speaks in express words of a difficulty, or circumstance, that renders the execution of the vow impossible. Now what renders the execution of the vow impossible, whether it follows, or precedes, the making of the vow, renders the vow null. Here are the words of the Angelic Doctor which immediately follow the passage cited: "*Whence, since there cannot be a vow concerning the impossible, as has been said, if something which was formerly possible becomes impossible after the vow is made, the obligation of the vow is removed as to that*." And to the proposed difficulty the Angelic Doctor answers, in the first argument, that no one is obligated to a vow whose execution is impossible.

VI. Question II. *From what is it to be gathered that circumstances are only an impelling, not a principal, cause of the vow — that is, that they do, or do not, redound to the substance of the object promised by the vow?* Response: It is clear from what has been said that all authors agree in this: that error concerning the substance invalidates the vow; not so, error concerning adventitious matters, or concerning impelling causes. The whole difficulty turns on this: from what is it to be gathered whether the circumstances redound

into the substance of the object, or not? Authors commonly answer that all those things are the end of the vow which the one vowing intends to obtain through the vow; but that those things are merely the occasion of vowing which only excite the one vowing to make the vow — as if you vow alms to be conferred on a respectable poor person: the relief of poverty is the end of the vow; but the respectability of the poor person is the occasion which excites, and impels, you to make the vow. For relief of poverty is not obtained through the vow in the same way that relief of poverty is really obtained; and therefore this is the end of the vow. Respectability, however, is the occasion of the poor person, which excites you, but is not the end of the vow. All this is clear, and quite easy to grasp. But sometimes circumstances occur so grave that they seem to some to redound into the substance of the vow, on which several others judge otherwise; and concerning these no certain rule can be established, but this business must be left to the judgment of prudent men.

VII. In doubt, however, whether some circumstance has the character of a final, or an occasional, cause, one must consider whether, these being absent, all the other circumstances retain merely the character of occasion. For if, in their absence, the end of the vow still stands, the rest have merely the character of occasion. If, however, in their absence, the end of the vow would collapse, then they would have the character of the end, as Sylvester teaches (s.v. *Votum*, 2, q. 8), Bonacina (disp. 4, q. 2, punct. 6, near the end, n. 52), Castropalao (tract. 15, disp. 1, punct. 6, n. 7). If, all things considered, probable and grave reasons press on both sides, Sánchez teaches (Bk. IV, ch. 12, n. 5) that it is lawful to adhere to either side, even the less probable, as Bonacina says more explicitly (loc. cit.). If, however, all things considered, the matter remains doubtful and undecided, both these authors determine that it must then be judged in favor of the vow — since when the words of the vow are established, whether spoken aloud or held in the mind, possession stands for the vow, not for the external forum's liberty; and also because the presumption favors the validity of the act. From this you see, then, that these authors do form a peculiar notion of doubt. For if, they say, probable reasons induce the opinion, it is lawful to adhere to either side; but if the reasons are such as to leave the intellect undecided, then judgment must be made in favor of the vow. We too decide that judgment must be made in favor of the vow, in doubt — but on this principle: that in doubtful matters the safer part is to be chosen; and, furthermore, when equal reasons press on both sides, we say the intellect remains in doubt, however probable both sides may be. When, however, the reasons are more probable in favor of the vow, and less probable in favor of liberty, we hold that judgment must be made, by the stronger right, in favor of the vow — as we shall prove at length in its proper place.

VIII. Question III. *Is a vow extorted by fear valid?* Response. The distinction of fear has already often been explained. For one fear is grave, falling upon a steadfast man; another is light. Grave fear can arise from within: say, from illness, from a storm, from death feared from a wild beast, from an imminent shipwreck. This fear is called intrinsic, because, although the danger that excites the fear is external, it in no way compels the making of the vow; the one vowing is moved by himself to make the vow. Another fear is called extrinsic, which arises from an external cause that compels; and this again is twofold, one justly, the other unjustly instilled in order to extort the vow. Wherefore the one vowing, struck by such fear, chooses the vow as the only means of turning aside the danger that threatens him. These things being laid down, authors by common consent assert that the vow is valid, both by the law of nature and by positive law, when it arises from a grave fear that is intrinsic: because then the one vowing is compelled by no one but himself, and of his own accord and freely chooses the vow as a fit means of escaping the danger. All vows, therefore, made to avoid shipwreck,

illness, or death threatening either from a wild beast or from an enemy, are valid. Indeed, even vows elicited on account of a fear instilled from without, but not in order to extort the vow, are valid. For example: you have offended your neighbour; he threatens you with death in revenge; you make a vow to escape death. The vow is valid, because you made the vow with no one compelling you to it. Likewise valid is the vow you elicit in order to avoid the death, or the danger of harm, with which the brother of the girl whom you deflowered threatens you. For although such fear is unjustly instilled from without, it does not tend to extort a vow, but to take revenge; and you, to withdraw yourself from the danger, make the vow of your own accord and freely. The same must be said when the fear comes from without, but is justly brought to bear in order to extort the vow. Because, when the fear is just, the one vowing is unwilling unreasonably; and consequently the consent is justly extorted, and the one vowing is justly compelled to the vow: the whole of the coercion and necessity comes from the one vowing himself, who unjustly refuses to make the vow. Finally, neither does light fear make a vow void, as all commonly admit, because it impairs free consent but little and lightly. And this is certain among all authors.

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IX. The whole difficulty, therefore, turns on this: whether a vow is valid that proceeds from grave fear brought to bear from without in order to extort the vow itself. It is agreed almost among all that by the law of nature even such a vow is valid, supposing that the man, though unjustly coerced, truly and sincerely wills the vow and actually makes it: for without the will and deliberation of the one vowing a vow is null, as we said in its place. But if he truly and deliberately wills it, although coerced by unjust fear, the vow is valid by the law of nature: because such external coercion, although it diminishes the voluntary, nevertheless does not take it away, but leaves it absolutely, so far as it suffices for merit and demerit; as is plain in the martyr, who, if under examination he denied the faith out of fear unjustly instilled by a tyrant, would sin mortally. External coercion, therefore, does not take away liberty, though it diminishes it. Much less does an injury inflicted by an unjust aggressor impair that same liberty. For this injury leaves to the one who promised only the right not to be bound to render what he pledged to the invader; but not the right to be freed from the obligation of keeping and fulfilling the faith given to God. The Angelic Doctor explains all this clearly, II-II, q. 89, art. 7, ad 3, speaking thus: *In an oath which someone makes under coercion, there is a twofold obligation. One by which he is bound to the man to whom he promises something; and such an obligation is taken away by the coercion. . . . The other is the obligation by which he is bound to God, to fulfil what he has promised in His name; and such an obligation is not taken away in the forum of conscience: because he ought rather to suffer temporal loss than violate his oath.* The theologians, both of the household and from without, commonly subscribe to the doctrine of St. Thomas: Sánchez, Lessius, Azor, Palaus, Trullench, and others.

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X. The dissent of the theologians comes down to ecclesiastical law. Although, even with this in view, if the discourse is of the solemn vow made in the profession of religion, all affirm that such a vow is null: because the laws speak openly of this vow, and declare that it is made void: chapter *Perlatum*, Bk. I, tit. 40, on what is done by force or for fear; chapter *Sicut qui monasterium*, causa 20, q. 1; and chapter *Praesens*, causa 20, q. 3; and expressly the Synod of Trent, sess. 25, ch. 17, on reform: *Let a girl who wishes to take the regular habit . . . not take it beforehand, nor afterwards . . . make profession before the Bishop has*

diligently examined . . . the will of the virgin, whether she has been coerced, whether seduced, whether she knows what she is doing.

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XI. Concerning other vows there are two opinions. The first maintains that other vows are valid: because the laws do not speak of the other vows; and on the other side the making void of a vow is odious, since it derogates from the natural law, in respect of which the vow is valid. When, therefore, no plain text occurs in the law declaring the aforesaid vows null, we ought to defend them as valid. But no such text is in fact found. Therefore these vows are valid, even with ecclesiastical law in view. And this opinion is defended by Sylvester, s.v. *Metus*, 8, at the end, and s.v. *Votum*, 2, q. 12; Pontius, *On Marriage*, Bk. III, ch. 19, n. 9; Suárez, Bk. II, ch. 8, n. 5. The contrary opinion, namely that such vows are null and void, is defended by many authors, who contend that this was declared in the chapter *Cum locum*, on betrothals, where it is said: *Since consent has no place where fear or coercion intervenes*; and in the chapter *Ad audientiam*, and the chapter *Perlatum*. These texts, they say, though they do not speak expressly of these vows, are nevertheless extended to the vows recounted, by the common interpretation of the jurists and the custom of the Church. Soto, Bk. VII, q. 2, art. 1, in the solution to the 1st and 2nd; Trullench, Bk. II, ch. 2; Bartholomew of St. Faustus, Bk. I of the *Thesaurus*, q. 111; Prado, ch. 31, q. 5, n. 4; Sánchez, Bk. IV, ch. 3, n. 11; Lessius, Bk. II, ch. 40, dub. 3, n. 18.

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XII. It is difficult to pass judgment for either of these opinions. The authors themselves who disagree judge both to be probable. The former, if reason alone is regarded, seems to rest on the firmer foundation. For all the laws alleged speak expressly either of the solemn vows of monastic profession, or of betrothals and matrimony. Why is it that they do not speak universally? Why is it that they restrict their declarations to the two aforesaid kinds of promises? Certainly it seems to be very clearly drawn from the written law that only solemn vows and matrimony are excepted, while the rest are left under the common law. Since, then, the universal law of nature declares these vows valid, on this side this opinion appears the more probable. Moreover, the very reason which the authors of the contrary opinion put forward tells against them. They rely on the examples of matrimony and of monastic profession: because, they say, the reason of all vows is the same. Granted: and in fact by the law of nature all are valid. But if the Church expressly excepts two only from the burden of the obligation, it is legitimately inferred that the rest are not excepted from the law of nature. This reason, which asserts that the condition of all vows is the same, was known to the makers of ecclesiastical law; and nonetheless they excepted only monastic vows and matrimony. Why, then, did they make no mention of the other vows as well? To what they add afterwards, that by the custom of the Church these vows have been declared null, we reply that if such a custom exists, we readily admit that the aforesaid vows are null. But no document of this custom is brought forward. Therefore in such cases, when they occur, it is safer, and to us more probable, that a dispensation should be obtained.

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Chapter VIII — On the conditional vow, and on the penal vow

I. In every promissory oath, and in every vow, however absolute, certain general conditions are included, and they are intrinsic to every vow. On account of these general and inward conditions, however, a vow is not called conditional, but absolute.

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II. Question I. *What are the general conditions which are found in every absolute vow, and what are the particular ones which make a vow conditional?* Response. The general conditions are commonly reduced to three. The first is: if I am able, and things are not greatly changed. The second: if it please God, or if it be lawful for me. The third: if the prelate, if the superior, does not decree otherwise, nor take away the obligation. Of these we have spoken elsewhere. The particular condition which constitutes a conditional vow is manifold. First, one is affirmative, as if you should say: If God grants me health in my sickness, I vow to enter religion; another negative, as if you should say: If I do not keep chastity, I vow to fast for a month. Secondly, one condition is of the present, another of the past, another of the future. Of the present is: If my father is living, I vow alms of three gold pieces. Of the past: If my father was living yesterday, I vow to build a monastery. These two conditions do not make a vow conditional, because they do not suspend its obligation. The third condition, of the future, is the one that properly makes a vow conditional, because it suspends its effect, or obligation; as if you should say: If I obtain that dignity, I vow to erect an altar in honour of the Blessed Virgin. This condition of the future is either necessary, as: if the sun rises tomorrow; or impossible, as: if I fly up to heaven; or contingent, as: if I reach thirty years. Finally, these conditions of a contingent future are some of them shameful, others honest. Of the shameful, some are against the substance of the vow, some against what is adventitious, or accidental. All this is common ground among authors.

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III. Question II. *What is a conditional vow, and does the particle "if" always make a vow conditional?* Response. A conditional vow is one that suspends the obligation as to actual execution until the condition laid down comes to pass. The particle *if* does not always make a vow conditional, because not seldom this particle *if* means the same as *when*. Now when someone makes a vow by means of the particle *when*, he makes not a conditional but an absolute vow; as if he should say: *When my father dies, I vow to enter religion*: that vow is absolute: because he vows religion absolutely, although he defers the execution of the vow until his father's death. It is the same if the vow is made with the particle *if*. So the authors everywhere. Note, however, that although this vow is commonly called absolute, because the condition laid down, namely the father's death, is necessary, I do not see why it cannot also be called conditional: since whether a longer or shorter span of time is to pass before the father's death is something contingent; and in this respect that vow can be called conditional.

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IV. Question III. *Is a vow under a condition of the present, of the past, or of a necessary or impossible future valid?* It has already been said that a condition of the present or of the past does not make a vow conditional, because it does not suspend the consent. Likewise a condition of a necessary future, as *if the sun rises tomorrow, I will take you as my bride*, makes a vow absolute, not conditional: because, since such a condition is necessarily to come, it is held as fulfilled, as the doctors commonly think. Sánchez, however, Bk. IV, ch. 23, n. 5, teaches with others that if the one vowing fixes beforehand a

time for the execution of the vow, though the condition be necessary, the vow becomes conditional; as if you should say: *I vow to keep chastity from a year hence, if the sun rises tomorrow*: because, he says, although the condition laid down does not suspend the consent, and on this side the vow is absolute, yet, because a day has been fixed beforehand for the execution, the one vowing is not bound until that day. It is otherwise if you should conceive your vow in this way: *I vow chastity, if the sun rises a year hence*. There is no reason to dwell longer on unravelling these things. Some contend that a vow made under an impossible future condition is valid; as if you should say: *If I touch heaven with my finger, I vow chastity*. But the most common opinion teaches that such a vow is null. And the reason is manifest: because one who promises something under a condition does not will to take on the obligation except after the condition comes to pass. Therefore, when he adds an impossible condition to his vow, by that very fact he does not will that vow, nor its obligation. That such conditions, when attached to last wills and to marriages, are held as not added, so that the testaments and marriages are valid, is because positive laws so decree.

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V. Question IV. *Does a shameful condition against the substance of the vow make it void?* Response. The authors commonly affirm it, asserting that any shameful condition against the substance of a contract vitiates it. Concerning religious profession, however, affected by a shameful condition against its substance, they disagree. Some contend that it is valid on the authority of the chapter *Insinuante*: because in the text cited the woman was granted the faculty of retaining the use, not the ownership, of her goods. Others maintain that it is null: because a shameful condition against the substance vitiates any contract whatever; why not religious profession too? This is defended by St. Antoninus, Part III, tit. 16, ch. 3; the Rosella, s.v. *Religio* 2, n. 21; Sylvester, s.v. *Religio* 3, q. 6 and 7; Navarre, Bk. III of the *Consilia*, title on the state of monks, cons. 14, n. 15; Azor, Bk. XI, ch. 15, q. 9; Sánchez, Bk. IV, ch. 4, n. 94; the Armilla, s.v. *Religio*, n. 8; Leander, tract. 1, disp. 41, q. 11; and many others: and it is a very probable opinion. Concerning conditions, however, that are not against the substance but against the accidents of the contract, there is no disagreement. All admit that they do not vitiate the contract.

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VI. Question V. *When does a vow under a future, contingent, honest, and possible condition oblige? Is it enough that part of the condition be fulfilled? And can any condition be added after the vow has been made?* Response. A conditional vow, properly so called, is one made under a future, contingent, and honest condition. Now this vow does not oblige before the condition is fulfilled: because it is the nature of this condition to suspend the effect until it is itself fulfilled. Nor is it enough that part of this condition be fulfilled; the whole must be fulfilled for the vow to oblige. This condition must be attached to the vow when it is made. For once the vow is made, it can no longer be attached: because, when the vow made was absolute, it can no longer become conditional; just as no burden can be added to the same vow once fully made, whether absolute or conditional. If several conditions have been added, all must be fulfilled for the vow to oblige; provided the conditions were added *conjointly*; otherwise if *disjointly*. But if you doubt whether you laid them down conjointly or disjointly, you ought to choose the safer part, says St. Antoninus, Part II, tit. 11, ch. 2, § 4, at the end: *If he did not think about this, and does not know how to discern, it is safer to fulfil it*. The probabilists teach the opposite.

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VII. Question VI. *Is it enough that the conditions be fulfilled equivalently for the vow to oblige, or must they be fulfilled in their specific form?* Response. That it is enough for the condition to be fulfilled equivalently is taught by Sánchez, Bk. IV, ch. 23, n. 26, citing others for the same opinion: because the condition is intended not for its own sake, but insofar as it is a means to obtaining the end of the one vowing. Therefore, if the effect is in fact obtained, the intention of the one vowing appears to be fulfilled. For example: you vowed religion if your sister should marry, if your father should consent: if your sister dies, or professes religion, or your father dies, you are bound to enter religion, because the condition has been equivalently fulfilled. Again, you vowed religion if your father should die, because he needs your support: you are bound to enter if he has acquired riches; because the condition has been equivalently fulfilled, namely, your father's poverty is no longer an impediment to your entry into religion. You promised an alms if you should make a profit from such a business: you made the profit not from that business but from another; you are bound to the vow, because the condition has been equivalently fulfilled.

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VIII. The contrary opinion is defended by Castropalao, disp. 1, punct. 17, n. 5; Tamburini, Bk. III, ch. 12, § 6, n. 4; Leander, tract. 1, disp. 41, q. 21; the Salmanticenses, tract. 17, ch. 1, § 6, punct. 6, n. 169: because the obligation of vows depends on the intention of the one vowing; and the intention of the one vowing was bound to that condition, not to another put in its place: for he did not vow absolutely and in any case whatever, but under such conditions laid down. This opinion clings to the letter more than is just. When it is certain that the one vowing laid down that condition, namely the poverty of his father, who needed his son's support, and his sister's marriage, because she required her brother's protection, for this reason: when, I say, this is certain from the intention of the one vowing, I for my part would not dare to free him from the obligation of fulfilling the vow. For by laying down such conditions the one vowing intends nothing else than the removal of the impediment. And whether the impediment is removed by this way or by that is all one. And surely it would seem excessive ingratitude, not to say worse, if, having obtained from divine providence what he absolutely intended, he should refuse to perform what he promised, because he did not obtain it by that specific and, so to speak, material way of which he himself had thought. Wherefore the first opinion is to me the more probable; when, however, the one vowing did not expressly intend that the condition be fulfilled in its specific form: for then there would be no difficulty.

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IX. Question VII. *Does one sin against the vow who prevents the condition under which he made the vow from coming to pass? And must he await its coming to pass?* Response. If the condition laid down depends on the will of the one vowing alone, he is not bound to await its coming to pass; but he may, before it comes to pass, choose what pleases him; as if you should say: *I promise to enter religion if I go to Rome this year*: you are not bound to wait for the year to pass; but you may, when it pleases you, contract marriage and abstain from the journey to Rome. But if the condition depends on another's will, then you are bound to await its coming to pass; as if you should say: *I vow religion, if my father consents, if my sister marries*, and so on. The one vowing is also bound not to make himself unfit for fulfilling the vow. All these things are common ground. Hence the first part of the question is plain. For if the condition added depends wholly on the will of the one vowing, without doubt he can lawfully avoid it; as, if someone has vowed that he will enter religion if he goes to Rome, he may not set out for Rome, and

not enter religion: because he did not vow the carrying out of the condition, but willed to reserve this to himself, namely that he might freely carry out the condition or not carry it out. If, on the contrary, the condition depends on another's will, just as he is bound to await the coming to pass of that condition, so he is bound also not to prevent its coming to pass by force, fraud, or deceit. For example: you vowed religion if your father should consent: you act against the vow if you draw your father away from giving his consent. You vowed religion if you should recover your health: you act against the vow if you use harmful foods so as not to become well, to the end that you may exempt yourself from the vow. The Salmanticenses with Leander teach that the one vowing may persuade his father to dissent by entreaties and reasons, but not by force, fraud, and deceit: because entreaties, reasons, and counsels do not compel the father to dissent. Tamburini teaches the same with others. This opinion does not seem to me probable. For although reasons, counsels, and entreaties do not compel the father to dissent, nonetheless they do not prevent the one vowing from acting against his vow. Nor do frauds or deceits always extort the father's consent; and yet the one vowing who used them would sin. This reason proves only that the one vowing would not certainly attain his end by means of entreaties; but it does not prove that he has no mind to elude the vow. Where, I ask, is there any trace here of sincerity and good faith? If you had promised Paul a loan under this condition, that your brother should consent, would you not be held by prudent men a crafty and unworthy shifter if you persuaded your brother to dissent by entreaties, counsels, and reasons? Why should not the same be said, and with stronger right, in our case, in which fidelity is to be kept to God, not to men only?

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X. Question VIII. *If the one vowing, by his own malice, impedes the aforesaid conditions dependent on another's will, is he bound by the vow, or is he freed from it?* Response: The theologians of Salamanca deny that he is bound by the vow (tract. 17, ch. 1, punct. 6, §6, n. 173), citing for the same opinion Suárez, Palao, Diana, Tamburini, Leander, Filliucci, and others — both because he is not bound by the vow on account of a condition which was really not fulfilled, nor on account of the sin committed in impeding the condition, since such a sin only imposes an obligation of penance, not of restitution; and also because the vow depends on the intention of the one vowing: therefore, whatever the cause for which the condition is not fulfilled, all obligation of the one vowing ceases.

XI. The contrary opinion is more probable, and is gathered from St. Thomas, who, in Bk. IV, dist. 38, q. 1, art. 3, qc. 1, ad 1, says that one who has, through his own fault, become incapable of fulfilling the vow, is bound to compensate for the vow through penance. "*A distinction,*" he says, "*must be drawn in another way: whether he incurred the incapacity through his own fault; for then he must compensate for it through penance, and yet, since he is fit to fulfill the vow, he ought to fulfill it.*" Nor is it true, as the most learned theologians of Salamanca reply, that human promises are to be kept, when the condition has been impeded by malice, because the aforesaid promises depend heavily upon law. For when the laws absolutely declare that contracts, in a given hypothesis, are valid, they do not decree this by mere fiat, but because reason so demands: and positive laws in similar cases only interpret and declare natural law; nor do they add anything to natural law, except when they make some peculiar contract an exception, for particular ends. But that a human promisee is harmed in useful matters — unlike God, who is harmed by the transgression of a vow in no matter of any moment whatsoever — is of no significance. For although God receives no detriment, the one vowing nonetheless breaks his promise

through his own malice, or, through his own fault, places an impediment so that the promise is not fulfilled. But no one ought to reap advantage from his own iniquity. This opinion is defended by the more ancient, and weightier, theologians, who gather it from the law "He who gives not through him," rule 66, on the rules of law in the Sixth Book, and Rule 111 in civil law, on the meanings of words, and more clearly from the law "In execution," §83, "Finally," on the rules of law, where these words are found: "*Whoever, bound under a condition, has taken care that the condition not occur, is nonetheless bound*." What could be said more plainly? And indeed, when the one vowing adds a condition dependent on another's will, he intends, and virtually and actually decrees, to accommodate himself to the contingent outcome of that condition. Therefore, just as a vow once made obligates, and so must be fulfilled, so too must one await the condition once attached: if by his own malice he has impeded the outcome of the condition, he must nonetheless fulfill the vow. This is confirmed by the chapter "*Against*" on ecclesiastical immunity, where it is established that fraud and deceit ought to favor no one. As for the adversaries' claim that the vow depends on the intention of the one vowing, this is most true. But a distinction must be drawn: it depends on the intention of the one vowing in its making, but not in its execution. The one vowing can make, or not make, a vow. But, given that he has once deliberately made the vow, the vow no longer depends on the intention of the one vowing. So, in the present case, the one vowing can add, or not add, a fortuitous condition dependent on another's will. But once he has bound himself to this future occasional event, then, just as in human contracts it is settled that no one who impedes what he promised should thereby be released, so too, and by an even stronger right, in divine promises. Nor should our own opinion, that it is to be observed in all cases, be doubted, unless perhaps out of an excessive eagerness to indulge human liberty. The Gloss and Bartolus there, at the end, teach this opinion: Angles, in his *Flores* (Part II, unique question on vows, art. 2, following concl. 5), Angelo (s.v. *Votum*, 2, q. 11), Navarrus (ch. 18, n. 6), Palacios (Bk. III, Consilia, on vows, consil. 19, n. 2), Ludovico López (in *Instructions*, ch. 98), Manuel Rodríguez (Vol. II, Summa, q. ult.), Sayr (in *Clavis Regia*, Bk. VI, ch. 17), Prado (ch. 31, q. 5, §3), Bassaeus (Vol. II, s.v. *Votum*, 1, n. 36).

XII. Question IX. *What is a penal conditional vow; and is it valid?* Response: A penal conditional vow is one which someone makes, not out of affection for the thing to which he binds himself, but out of a zeal to avoid an action which he detests — as if you vow in this manner: "I promise to build an altar, if I gamble; if I fornicate," etc. What the one vowing principally intends is to avoid such a sin, or action; and, so that he may be more vigilant in guarding against it, he establishes a penalty for himself — namely, alms, an altar, a sacrifice, and the like. This penal conditional vow is distinguished from a simple conditional vow: since in the former the condition is attached in the manner of a penalty; in the latter it is not added as a penalty, but absolutely. Theologians commonly affirm that this penal conditional vow is valid, against Catharinus — since it concerns something honorable, and does not impede a greater good. This they commonly divide further, into simple, as if someone says, "If I gamble, I vow a fast," and double, as they say — for example, "In order not to gamble, I vow a fast."

XIII. Question X. *When the transgression of a penal vow is free of fault, from invincible ignorance, is the one vowing bound to undergo the penalty attached to the transgression?* Response: The common opinion is negative — since where there is no sin, there ought to be no penalty. In the case supposed, no fault is supposed to exist. Therefore no penalty is to be undergone — which holds true even if the ignorance is not free of some venial fault.

XIV. Question XI. *Is one who commits a mortal sin against a vow, if forgetful of the vow, bound to the penalty?* Response: Some affirm this, but several deny it. For, they say, one who is invincibly unmindful of the vow does not truly sin against the vow. Therefore, just as he does not sin by transgressing the vow, so too he need not undergo the penalty. What if he is mindful of the vow, but forgetful of the penalty? Sánchez answers that this person incurs the penalty, if it is light; not so, if it is notable and most grave. But briefly, I say, it seems more probable to me that this person incurs neither a light nor a most grave penalty, when he invincibly does not remember it; but he does, if he vincibly forgets it. For it seems more likely to me that the law then does not oblige to the penalty, but rather excuses from the penalty.

XV. Question XII. *In a double penal vow, if someone is absolved from the vow, is he also absolved from the penalty, which he has not yet incurred?* Response: Not a few deny this. But the more probable opinion is that which affirms it — since, when someone is absolved, say, from a vow of gambling, he is presumed to be absolved also from the vow by which he had imposed a penalty upon himself, had he thought of it. For although such vows are not so connected that one cannot be made independently of the other, nonetheless, commonly, in penal vows such a connection holds. The intention of the one vowing must nonetheless be consulted.

XVI. Question XIII. *Is one absolved from a vow to be considered absolved also from a penalty already contracted in the transgression of the first vow? And in seeking a dispensation, must both vows be explained?* Response: The more probable opinion is that which denies that one absolved from a vow is likewise absolved from a penalty already contracted in the transgression of the first vow. We likewise judge it more probable that, in seeking a dispensation, both vows must be explained — since, for a dispensation to be legitimate and safe, the whole matter must be laid before the judgment of the Superior. And although the second vow is accessory, it nonetheless greatly assists the Superior in forming a prudent judgment when he grants the dispensation. All the more, then, is the one vowing bound to explain the principal vow, when he seeks a dispensation from a penalty already contracted, or to be contracted.

XVII. Question XIV. *Is one who vowed to avoid something — say, gambling — under such a penalty, bound to the penalty as often as he gambles?* Response: Setting aside the various distinctions of light and grave penalties, what seems more probable to me is that such a person incurs the penalty only once — since it is reasonably presumed that he understood it thus when he made the vow. For a prudent man is not accustomed to bind himself to undergo innumerable penalties, especially if such penalties are of a kind that can scarcely be repeated. If you had made such vows as: "If I gamble, I vow a pilgrimage to Jerusalem," or "entrance into religious life," or "chastity" — could these penalties be repeated as many times as the violation of the vow has been committed? As for these penalties, then, authors commonly admit that they are not to be undergone so many times over. Of other penalties they think differently. Nor do I myself object. Why? Because those vowing frequently intend such light penalties to be imposed on themselves, to be paid as often as they transgress the vow — as when they vow certain prayers, or small alms, genuflections, and the like. From the intention of the one vowing, then, or, if the intention of the one vowing is not clear, from the quality of the penalties, it must be gathered whether the penalties are to be repeated, or not.

Chapter IX — On the vow of assuming the religious state

I. St. Thomas treats of the vow of assuming the religious state (II-II, q. 189, art. 2 — not art. 88, as Leander writes, correcting Prado, since he wrote art. 89), where he shows that a vow of professing the religious state is a laudable work, and full of merit — since, whatever a vow concerns pertains to God, and the profession of the religious state pertains to God in the highest degree; for by this profession a man offers himself as a holocaust in the service and honor of God.

II. It follows from this that one who made a vow to enter religious life ought to apply every diligence, as the Angelic Doctor teaches (loc. cit., art. 3, ad 1). Nor, however, is it required for the observance of the vow that the one vowing actually enter religious life, and actually carry out the entrance — since many things can prevent such an entrance from being carried out, and it does not depend on the one vowing that these be removed; but it is only necessary that the one vowing omit nothing, on his own part, of those things which can pave the way toward entering the Order. If, however, the one vowing had any impediments, he ought to reveal them to the Superiors of that religious order which he vowed to enter. For such a revelation, even if it should impede the entrance, is necessary for the validity of the contract between the religious order and the one vowing. For a religious order has the right not to receive those who are bound by a grave impediment, and can, by right, insist that hidden impediments be revealed. So authors commonly teach. The diligence, however, which we have said must be applied by the one vowing, need not be extraordinary — such as having recourse to intercessors, and the patronage of great men, to secure entrance — but it suffices that he use those means which prudent men are accustomed to employ in matters of graver import. We consider less probable what the theologians of Salamanca write (tract. 15, ch. 2, punct. 1, n. 2) — namely, that the one vowing is not bound, when he seeks to be received into the habit, to reveal his vow to the Prelate, even though he might hope, by this manifestation, to be admitted to religious life more easily — since, they say, this manifestation is not necessary for the execution of the vow: for the one vowing is bound only to apply the necessary means. They praise, for this opinion, Cajetan (II-II, q. 189, art. 3, near the solution to the second objection). But this is falsely alleged, as often happens with them. For Cajetan has not a word in the place cited to exempt the one vowing from the manifestation of such a vow. They also praise Bonacina, and others, whose examination, since the matter is of lesser moment, I pass over. I say this manifestation is necessary for the execution of the vow: for the one vowing is bound, by virtue of the vow, to apply those means which he prudently judges to conduce to obtaining the end of the vow. Given, then, that such a means is fitting for obtaining the end of the vow, and can be employed without grave inconvenience to himself, I do not see why he should not be bound to use it in such a means. What, indeed, is easier than this manifestation of the vow? Once it is known, entrance into religious life is more easily obtained; nor, indeed, does it not sometimes happen that this is the case. Although we grant that this manifestation is not, by its own nature, necessary for the execution of the vow, nonetheless, in this circumstance, it is necessary that the one vowing act in good faith, and apply those means which present no difficulty, and are efficacious for the attainment of the end. For in what business of any importance similar to this would such an easy diligence be omitted? Nor does it follow from this that the one vowing is bound to implore the aid and favor of patrons — since such means carry with them a grave inconvenience, and it is prudently presumed that the one vowing did not bind himself to them. So that this matter, somewhat entangled, may be more clearly explained, we shall devote the following paragraphs to it.

§I. How the following vows are to be interpreted

I. Question I. *What is to be said of this vow: "I promise to enter religious life, unless God should decide otherwise concerning me"?* Response: This vow can have a twofold sense, as Sánchez, following Córdoba, notes (Bk. IV, on the Decalogue, ch. 16, n. 2). The first is: "I vow religious life, unless God should render me unfit for entrance by some illness, or other obstacle" — this impediment removed, the vow will still oblige. The second is: "I vow religious life, unless God should decree something more expedient for my salvation." In this case, they say, the vow ceases. And in doubt as to whether some other state than religious life is more expedient for the salvation of the one vowing, they add that upright men should be consulted, and, the doubt remaining, a dispensation from the vow should be sought. For the rest, to state what I think: this attached condition seems to me inept, and superfluous — since, whenever an impediment occurs, or a state of greater perfection presents itself, it would be understood even if the condition had not been attached. I likewise consider this other condition superfluous: "I vow to enter religious life, if I shall be able" — since no one is bound to enter religious life unless he is able. And although all have physical power, not all have moral power. Nonetheless, in any vow whatsoever moral power too is included, so that grave impediments render the one vowing unfit. But if someone wishes to defend the aforesaid condition as reasonable, I do not consider it a matter of such importance that I should contend sharply about it — especially since, in similar vows, the intention of the one vowing must always be looked to first of all.

II. Question II. *How is this vow to be explained: "I vow to enter this religious order, if I shall have entered any"?* Response: St. Antoninus proposes this vow (Part II, tit. 11, ch. 2, §1, note 15), in these words: "*If someone should swear, or vow, to enter this religious order — if he enters any, it is valid; because by this, no other order is principally excluded, but this one is principally included. And if not purely, yet under a condition — namely, if he wishes to enter any. But if he were to promise that he would enter no other, and would not promise to enter this one, he would not be bound to enter it, either purely or conditionally; nor would he sin by not entering it.*" When, then, the one vowing designates some particular religious order, even though he casts aside the condition, the vow is valid; if, however, he excludes every religious order, the vow is null, and impious. To make the nature of this vow clearer, however, the intention of the one vowing must be examined. For if, led by a particular affection toward this religious order, he vowed entrance into it as something set before him principally, the vow is valid, even though conditional — since the entrance into religious life, even though bound by a condition, is good and fit matter for a vow. On the contrary, if he had principally vowed that he would enter no religious order at all, then the whole matter of the vow would be a pure negation, unsuited to a vow; and consequently the vow itself would be null. So authors commonly teach.

III. Question III. *Is this vow valid: "I vow that no person shall be an obstacle to me, from entering religious life, or from doing something else"?* Response: Sánchez (Bk. IV, ch. 16, n. 3), Trullench (Bk. II, ch. 2, dub. 17, n. 4), Leander (tract. 1, q. 5) pronounce this invalid. It seems valid to me, however; for it yields this sense, unless the express intention of the one vowing indicates otherwise: "I vow that I will enter religious life, unless someone's prayers or objections are an obstacle to me" — that is, "I vow that I will overcome, as much as I can, the impediments of all persons, so that I may enter religious life." What of the fact that the cited authors affirm that a vow conceived in this manner is valid: "I vow that nothing shall be an impediment to my entering religious life"? And yet there is no difference at all, save in the words, if it is compared with the other.

IV. Question IV. *Is one who made a vow of wishing to enter religious life bound to enter it?* Response: Sánchez (Bk. IV, ch. 16, n. 8) answers negatively, and Navarrus (Bk. III, Consilia, on vows), to whom Leander, Pellizzari, Azor (Bk. XI, ch. 20), Bassaeus, and others subscribe. If this vow is considered absolutely, disjoined from any circumstance, it is certain that it does not induce an obligation to enter religious life, for the reason the cited authors assign — namely, that a vow to wish is one thing, a vow to do is another. One who vows only to wish does not vow to do. But this one vowing does not vow to enter, but vows to wish to enter. For this, it suffices that he sometimes have a firm and good will to enter — which will not at all obstruct his entering marriage. But these are, in a certain metaphysical consideration, all true. For the rest, if someone had really made such a vow, there would scarcely be any foundation for presuming that such a one vowing did not have the intention of vowing entrance into religious life. What prudent man would vow that he would have the will to enter religious life, while at the same time having a purpose of contracting marriage? The will to enter religious life is good, since it looks to a good. But, while a contrary deliberate will to marry is present, there are two acts that collide with one another. Wherefore, if this case occurred to me, I would seriously investigate the intention of the one vowing — since in practice either the vow is ill-considered, and null for want of due knowledge, or the one vowing is certainly bound to entrance into religious life. The same must be said of one who vowed that he did not wish to live in the world — namely, the intention of the one vowing must be investigated. The cited authors say that, for the observance of such a vow, it will suffice that the one vowing behave negatively, and elicit no contrary act — "I wish to live in the world" — and therefore he can enter marriage. Such vows seem ridiculous to me; and those who would make them, too imprudent, and ill-considered. Wherefore, if I were to find that prudent men had made such vows, and expressed them thus, I would seriously investigate their intention: since commonly one who vows... wishes to enter religious life is presumed to intend that entrance in earnest. Nor is it so much from the words as from the intention of the one vowing that the obligation and nature of the vow are to be drawn. If the matter of the vow were a mere negation, and included nothing positive, the contrary opinion would be true. And therefore the cited authors say that such a one vowing must behave negatively, by virtue of such a vow. But I, all things weighed, would judge either that the vow is null, or would oblige the one vowing to entrance into religious life.

V. Question V. *Is a vow of dying in religious life a vow of religious life?* Response: All commonly affirm this. For no one can meet death in religious life unless he first enters it. Indeed, by virtue of such a vow, he is bound to persevere in it. Authors dispute only about the time by which the one vowing is bound, by virtue of such a vow, to make his entrance. Some maintain that such a vow does not induce an obligation to enter so quickly, as with an absolute vow of entering religious life; and this must be investigated, as regards this vow and other similar disputed points, with the intention of the one vowing and the circumstances considered. If the force of the words is attended to, it seems probable enough that such a vow does not press an entrance as swift as an absolute vow to enter religious life would. That, on the contrary, it does not admit a long delay, likewise appears likely enough. Wherefore this should be left to the judgment of a prudent man, so that, the circumstances inspected, he could either anticipate, or moderately defer, the time of execution.

VI. Question VI. *Does a vow of eremitic and solitary life induce an obligation?* Response: Authors agree that this is not a true vow of religious life. They differ concerning its obligation. Lest we linger longer than is just on questions of lesser moment, it does not seem to be doubted that this vow is valid. If

those vowing do not fully hold the eremitic and solitary state and perfection of life (which is not to be undertaken without a special vocation, and celestial illumination), they will be able to obtain a dispensation. This too is common ground among authors.

§II. On the obligation of the vow to assume the religious state

I. Question I. *Does one who vowed religious life absolutely fulfill the vow, if he assumes the habit of the Knights of St. James, of Calatrava, of Alcántara?* Response: Some affirm this; but the common opinion denies it — both because it is highly controverted whether these are true Religious, since they do not vow chastity absolutely, but only conjugal chastity; nor do they pledge to God either absolute poverty, or obedience; and also because, granting them to be truly in the religious state, those who vow "entrance into religious life" do not intend such orders, but those which profess the cenobitic life.

II. Question II. *Is a vow of religious life at least fulfilled if the habit of the Knights of St. John is assumed?* Response: Several not undistinguished writers say that these Knights make three absolute vows — poverty, chastity, and obedience — and are true Religious; and, as far as the religious state is concerned, some of these same Knights insist to me that, by the assumption of the habit, they turn to an apostolic life approved by the Church. But the common opinion denies that the absolute vow of religious life of the aforesaid Knights of St. John is fulfilled — since, according to the common estimation of those who vow entrance into religious life, the ordinary meaning intended is one of the orders in which, wholly separated from the tumult of the world, a common life is led.

III. Question III. *Would such a vow at least be fulfilled by entrance into an order of military Clerics of chastity, such as the Knights of Malta living there, and observing common life?* Response: All commonly affirm this — since these do lead a truly regular life in convents, in the manner of other Regulars; and it is beyond controversy that, as long as they live under a rule approved by the Holy See, they are true Religious, since the Knights of Malta dwelling there lead a common life, just as other Religious do.

IV. Question IV. *Does the one vowing religious life satisfy the vow, if he enters a relaxed religious order?* Response: All authors commonly deny this. But it must be explained what is meant by "relaxed" religious order. For relaxation admits of greater or lesser latitude. Some religious order (would that it were only some!) has diminished from its ancient rigor in food, and in its garments, observing neither the abstinence, nor the austerity, which it observed from its beginnings; it takes care, however, that the laws and constitutions, though now milder, are observed by all. Moreover, the observance of the vows of poverty, chastity, and obedience flourishes exactly in it, having remitted nothing of the ancient rigor, not only in its chief points but in every particular. This religious order, however, though somewhat diminished in its common estimation, and in fact, is not relaxed; but can only be called milder.

V. That religious order is commonly called "relaxed" which is deficient, as they say, in substantial matters. Now the substantial laws, or the first and chief constitutions and precepts, which must be observed, are the three necessary vows, and those things which are proximate to these vows, and without which — or scarcely without which — the observance of these vows can stand at all. Thus the vow of poverty cannot possibly be reconciled with private property; the vow of chastity with free egress from the cloisters; the vow of obedience with the free faculty of advancing one's own private interests. Hence those religious orders whose Religious have their own private property, now richer, now poorer, according to what fortune brings, and inhabit dwellings not infrequently more spacious

and comfortable than secular men, feast on delicacies, and, if they wish, eat meat at their own pleasure and appetite, and where the leaders and Superiors, with tacit connivance, impune violate the other constitutions, in which, finally, the subjects conspire against the transgression of the laws; leave the monastery, indulge in games, break silences, fasts, and — although with their mouths they boast of observing their vows — most manifest experience nonetheless suggests the opposite.

VI. It must also be noted that scarcely any religious order is found which has collapsed in all its convents; rather, nearly every order has some monasteries, or Congregations, or Provinces, in which firm regular observance persists.

VII. We say, then, that one who vows entrance into religion not only does not fulfil his vow if he enters a religious order relaxed in the way we have described; but we add that even a vow of entering such religious orders is null, because it is not of a better good. Religious orders approved by God make the way of salvation easier; the relaxed Orders which I have described make the attainment of the blessed life more difficult, indeed most difficult. Therefore a vow of entering them is not of a better good, and so is null. The minor premise, about which alone there can be doubt, has been plainly shown in our *Apostolic-Monastic Discipline*, where we asserted, with all the theologians and casuists, however benign, that one who enters such religious orders casts himself into the gravest dangers of his eternal perdition. We will now recount only some of them: St. Antoninus (Part III, tit. 16, ch. 2); Thomas Cajetan (II-II, q. 189, art. 9, and Vol. I of the *Opuscula*, the last tract, resp. 7); Seraphinus Porrecta in the same place; Martín Navarrus (in the *Manual*, ch. 12, nn. 45 and 46); Paul Nazarius (on the state of religion, concl. 14); Nyder (on the reform of religious orders, ch. 9, part 1); López (in the *Instructions*, ch. 43); Lezana (on the obligations of religious, ch. 7, n. 16); Lessius (on justice and right, Bk. II, ch. 41, dub. 5); Cassiano a S. Elia (decis. 1, n. 2); Sánchez (Bk. IV on the Decalogue, ch. 16, n. 14); Passerini (q. 189, art. 2, n. 6); Leander (tract. 1 on oaths, qq. 14 and 15); the theologians of Salamanca (tract. 15, ch. 2, punct. 1, n. 3); Rotarius (Vol. I, Bk. I, ch. 7, punct. 2, n. 2); Martínez de Prado (Vol. II, ch. 31, q. 7, n. 2); Bonacina (disp. 4, q. 2, punct. 5, §6, n. 3); Layman (Bk. IV, tract. 5, ch. 6, n. 5). The reason is obvious enough, and occurs to everyone at once. For whoever vows entrance into religion intends chiefly and solely that state in which, far removed from the dangers of the world, he may serve God and work out his eternal salvation more safely. But when he enters a collapsed religious order, he casts himself into more and graver hazards, and into a kind of necessity, as it were, of violating the new obligations he has taken on, above all the vow of poverty, which he will pronounce to God with solemn rite. Consult what we have said in the aforesaid *Apostolic-Monastic Discipline*, dissert. 5, ch. 13.

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VIII. Question V. *Does one who vowed to enter a stricter religious order satisfy his obligation if he enters a laxer one?* Response: By no means, and this is certain among all — since a solemn vow renders it impossible to commute a lesser thing for a greater. What if he makes profession in a laxer institute? Will the profession be valid? I do not deny it. But does he satisfy the vow? No one, however, promised a greater vow. This is certain and holds among all. Is the profession valid? It will certainly be valid, though it does not satisfy — since one solemn vow, such as monastic profession is, dissolves another simple vow, such as that of entering a stricter Order. This holds among all.

IX. Question VI. *Can one who vowed a stricter religious order, but professed in a laxer one, lawfully persevere in it?* Response: Authors speak too obscurely, and confusedly, about this matter. For they commonly

assert that, in one sense, it is true, according to what St. Thomas holds (II-II, q. 189, art. 8, ad 3), where he says: "*A solemn vow by which someone is bound to a lesser religious order is stronger than a simple vow by which someone is bound to a greater religious order. For if someone, after a simple vow, should contract marriage, it would not be dissolved, as a solemn vow would be. And therefore one who has already professed in a lesser religious order is not bound to fulfill the simple vow which he made of entering a greater religious order.*" From this doctrine the theologians of Salamanca gather (tract. 15, ch. 2, punct. 1, n. 4) that someone can, on his own authority, commute a vow of entering a stricter religious order into that of persevering in a laxer one — since to persevere in the laxer is more perfect than to dissolve the vow only of entering the stricter. This they teach, and several authors praise it, who really do gather this doctrine. This, however, unless it is explained, is a cause of error, and matters must be resolved apart from doubts. It is certain that a solemn vow extinguishes a simple vow; and consequently one who made a vow to enter a stricter religious order, if he made profession in a laxer one, is no longer bound, by virtue of his simple vow, to embrace the stricter — since that simple vow is dissolved, and utterly extinguished, by the solemn vow of profession. And, as to this point, the cited authors, along with St. Thomas, speak excellently. But if the religious order is relaxed in substantial matters, although he is not bound, by virtue of the past and extinguished vow, to enter the stricter order; he is nonetheless bound by reason of the divine law, which obliges all to avoid the dangers of eternal damnation. It has already been shown that a vow of entering a relaxed religious order is null, and that the one vowing gravely sins, unless ignorance excuses him, when he fulfills it by entering such a religious order — as we have said, and as the theologians of Salamanca themselves teach, in agreement with all other theologians. Such a one vowing, then, cannot lawfully persevere in a religious order relaxed in substantial matters. St. Thomas, however, in the place cited, speaks of a religious order which is truly "lesser," in relation to a greater religious order which is stricter — each of which, however, observes its own proper laws, as I have shown at length in the aforesaid *Discipline*. But one who vowed a laxer order, without doubt, elicited a valid vow of such a lesser order.

One who vows the assumption of one religious order cannot, by his own authority, commute the vow into another, even equally strict, by entering it: for no one, without dispensation, can, as we more probably consider, commute a vow into an equally good, but only into an evidently better, one.

X. Question VII. *Does one satisfy the vow of entering a stricter religious order, if he enters a laxer one which has a pontifical privilege of receiving all who have vowed the stricter one?* Response: The Doctors commonly affirm this, and report that the Benedictines, Augustinians, and others really do have such a privilege. Whatever the truth about these privileges, the distinction given above must always be kept before one's eyes — namely, understanding by "laxer religious order" one that is milder, gentler, and less severe, which nonetheless truly observes its own milder laws; the privilege having been granted, this is the true, common opinion. If, however, by "laxer religious order" is meant one collapsed in substantial matters, the aforesaid opinion would be false. For we deny that any legitimate privilege is found which grants collapsed Orders the faculty of receiving those who have vowed a stricter religious order. Indeed, we assert that pontifical decrees deprive religious orders of this kind of the faculty of receiving anyone at all for profession.

XI. Question VIII. *What is one bound to who vowed religious life indefinitely?* Response: St. Thomas (II-II, q. 189, art. 3, ad 2) says this: "*That man is bound to go to a specific religious order, who intended simply to bind himself. Therefore, if he is not received into one religious order, he is bound to seek entrance into another; and, if he is*

indeed received into some religious order, he ought to do what he intended by such a vow. And if he vows himself specially to one religious order, he is bound only according to that mode of obligation which he vowed. But if he determinately vowed one religious order alone, he ought to apply the diligence that he would apply in any other matter of graver moment, so that he may be received in it." Thus, as the Doctors commonly say, if he has been refused by one monastery, he ought to seek out four or five others; just as, if he vowed religious life indefinitely, he is bound to explore four or five orders, and five or six convents of each order, so that, if rejected by all, he may be free of the vow. So teach Sánchez, Castropalao, Trullench, Leander, and others. They also dispute whether he is bound to go outside his own nation and homeland, and to approach convents of another language and region. But this is commonly denied — it seeming preferable to leave the matter to the judgment of a prudent man. This alone should always be noted: that the entrance into a collapsed religious order is neither to be attempted, nor carried out. If the one vowing is free of impediments, entrance into one or another religious order will be easy for him; if he is entangled with impediments, he will find none. One who is unfit for one may be fit for another. All these matters depend on many circumstances. For this reason no fixed rule can be assigned, but the matter must be left to the judgment of a prudent man.

From this it is gathered that the opinion of Sánchez, Castropalao, Leander, and the theologians of Salamanca, who assert that one who vowed religious life indefinitely is not to be compelled to enter the strictest Order — such as the Capuchins, Carthusians, Camaldolese, and Minims — is not absolutely true. Since it can occur, and indeed not infrequently, that one vowing possesses all those qualities that render him fit, and apt, for one of the aforesaid Orders. If, however, he is unfit for others, and this one vowing is healthy and robust, if he experiences no aversion to such an Order, if he is instructed with the best character, if he burns with the ardor of virtue — why should he not be advised toward the entrance into such an Order? Rather, this matter, as we have said, ought to be left entirely to the judgment of a prudent and learned man, and, alongside him, a pious man, when it comes to the assumption of the religious state. Absolutely, then, the rule of these Doctors seems false. And this must equally be affirmed of women as of men. As for the diversity of homeland and province, however, women are commonly not to be compelled to seek a convent outside their own city, or at least too far removed from their parents. Men who have vowed religious life indefinitely, if they have been commonly refused by all religious orders, are by no means bound to enter the military Order of the Knights of St. John, of Calatrava, or of Alcántara — since such military Orders are not comprehended under the term "religious order" in general, as has been explained above.

XII. Question IX. *One who vows to enter this or that convent, if he suffers a refusal, is he bound to approach other monasteries?* Response: The resolution must be gathered from the intention of the one vowing. If, moved by some peculiar reason, he first and principally set before himself such a monastery, and suffered a refusal, he remains free from the vow. Cautiously, however, and seriously, the intention of the one vowing must be investigated. For if a peculiar affection alone toward such a monastery moved him only to elicit the vow, and no solid reason for such a specific choice shines forth, then he is not free from the debt of seeking acceptance in other monasteries of the same Order — since in these circumstances it is clear that this one vowing intended, first and per se, entrance into religious life, and then, secondarily, into this particular monastery. In similar cases, the whole judgment depends on the one vowing's own account of the matter.

XIII. Question X. *One who has once been legitimately rejected by a monastery, or religious order, is he bound, if invited afterward to embrace it, or the monastery, to do so?* Response: If someone is repelled on account of a temporary impediment, once the impediment is removed, he is bound, by virtue of the vow, to seek re-entry. This is agreed upon by all. This must be said first, which is certain among all: namely, that if the one vowing was rejected on account of some apparent impediment, which in fact and in truth was not one — as, if one to be received were reckoned to be burdened with debt, or illegitimately born, or afflicted with some hidden disease, which was in fact not true — then, certain, I say, it is that he would be bound, if that same Order should later admit him.

XIV. What is brought into dispute, however, is whether one legitimately, and perpetually, rejected remains free of the vow, if he is invited later, or is not bound to entrance. Authors commonly declare that such a person is free of the bond of the vow; and this opinion seems to me more probable, and absolutely so — since, otherwise, if he were invited anew by a religious order, and did not enter, he would be forced to remain anxious and suspended for his whole lifetime; nor is it in any way to be presumed that the one vowing intended to bind himself to so uncertain a fate when he made the vow of religious life; nor can such a grave burden be prudently gathered from the nature of a vow. Less probable to us, however, seems what the theologians of Salamanca teach (n. 11), along with Castropalao, Aragón, Pellizzari, Diana, and others, in the place cited — namely, that the one vowing, having made his petition for admission to the religious habit, is not bound, by virtue of the vow, to await the consent of the religious order; since, they say, this vow is presumed to have been made under this condition: "If, due diligence having been applied, the religious order should wish to admit me" — for this time is required for deliberating, or if it defers the deliberation as long as it wishes. This opinion, I say, seems to us both less probable, and false — since scarcely any religious order is so cautious and prudent in receiving candidates that it does not defer acceptance for some period of time, so that it may ascertain whether it is expedient to admit, and make trial of whether the postulant's will is constant and firm. So far, then, is it from being true that, in the vow of acceptance, a tacit condition of a sudden acceptance is included, that rather a fitting delay is always presumed. It must be said, then, that if such a delay is such as to provide a solid foundation for despairing of obtaining entrance, then the one vowing is to be declared free from the vow; otherwise, if the delay is moderate, and leaves hope of obtaining acceptance at a suitable time.

XV. Question XI. *Can a regular Superior lawfully reject, with the same facility, one bound by a vow of religious life, as one bound by no vow?* Response: The common opinion affirms this, and rightly — since the obligation of the one vowing in no way affects the Prelates, or the religious order accepting him. For the vow was made under this condition — namely, if the Prelate should wish to accept.

XVI. Question XII. *One who vowed religious life, so that he might be a Cleric in it, is he free from the vow, if the religious order refuses to admit him except as a lay Brother?* Response: He is altogether free — since a vow does not oblige beyond the intention of the one vowing; but the one vowing expressly intended, when he made the vow, to profess as a Cleric. Therefore, this condition failing, the vow remains dissolved. But if, when he made the vow, he thought nothing about the clerical or lay state, and is fit for either state — namely, both clerical and lay — he is bound to accept whichever grade the religious order shall prescribe. One who expressly vowed to assume the priestly state can commute the vow, and become a lay Brother, and vice versa, if, however, the religious order consents — since this is an accidental change within the same religious order. All this is common ground among all. From the

condition of the one vowing, however, it will generally be easy to discern which state he intended for himself, whether expressly, or at least tacitly. But if this can in no way be discerned, the one vowing must abide by the judgment of the religious order, as we have said.

XVII. Question XIII. *An illegitimate son, aware of the constitution of Sixtus V, by which illegitimate sons are excluded from ranks and dignities, vows religious life; knowing the constitution, is he bound to fulfill the vow?* Response: The Doctors commonly deny this — since, since an illegitimate son is unfit to attain such dignities and ranks, he suffers grave ignominy on account of such a penal deprivation; and they assert the same of one vowing a religious order which has a similar law, if he was ignorant of it at the time he made the vow. So teach Sánchez (Bk. IV, ch. 16, n. 55), Pellizzari (Vol. I, tract. 4, ch. 1, sect. 1, q. 9, n. 55), Leander (tract. 1, disp. 21, q. 43), Castropalao (tract. 16, disp. 1, punct. 3).

This opinion causes me no small difficulty, since not every inconvenience, or difficulty, is sufficient to dissolve a vow. One who despises the world, and all that the world can give — whether riches or dignities — in order to profess evangelical perfection, so as to exercise himself in the virtue of humility, which seems, by its own nature, to include a renunciation of all worldly ranks and dignities — is most prudently presumed, when he made the vow of religious life, to have renounced all such things. Add to this that the aforesaid deprivation of ranks brings ignominy to worldly men, not to Religious; since the more devout, and the more approved, Religious are, the more this renunciation of the vow will bring them praise, the more they will excel among other Religious, however great the worldly dignity from which an illegitimate son is barred. Wherefore this opinion just cited seems to me to accede more to human affections than to the evangelical counsels, to whose observance one who vows religious life pledges to conform his whole life. I myself, indeed, on account of this difficulty alone, unless peculiar circumstances occurred, would not exempt from entrance into religious life one who had made such a vow while ignorant of the aforesaid law.

XVIII. Question XIV. *One who vowed religious life in the priestly state — is he bound to learn grammar, when, on account of his ignorance of it, he is not admitted?* Response: The common opinion affirms this: Sotus (Bk. VII, q. 2, art. 1, ad 3), Sánchez (Bk. IV, ch. 16, n. 61), Suárez (Vol. III, on Religion, Bk. IV, ch. 15, n. 11), Bonacina (disp. 4, q. 2, punct. 3, n. 14), Leander (tract. 1, disp. 21, q. 44), Aragón, Ledesma, Rodríguez, Azor, and others. For whoever wills the end must will the means that conduce to attaining it. If, however, when he made the vow, he thought he could learn it within the religious order, he is not bound to learn it outside it — since his express intention is established, beyond which a vow does not oblige. If he does not wish to learn grammar, he can become a lay Brother, with the consent of the religious order — since then he is judged to fulfill his vow more perfectly, on account of the peculiar humility and labor of such a state. What if, at the time he made the vow of embracing religious life in the priestly state, he was ignorant that a knowledge of grammar was necessary? Is he bound to learn it? The cited authors deny this, on the grounds that this supervening difficulty is grave enough to be sufficient for the dissolution of the vow. This, however, must be gathered from the circumstances. For if the one vowing was so affected toward the religious order that, had he known of this difficulty, he would nonetheless have made the vow, he would surely be bound to learn grammar. If, on the contrary, it is prudently presumed that he would not have made the vow, had he had a clear view of such an impediment, he remains free of the vow, nor is he bound to embrace the lay state in the aforesaid religious order — just as one who vows religious life, knowing that this state requires learning grammar, is not bound to become a lay Brother, if, the risk

having been made, he is afterward found altogether incapable of learning it — since moral incapacity dissolves the debt of a vow. On the other hand, the lay state, besides being the state of the one vowing, was, when he made the vow, doubted, whether or not it required grammar, then he is bound to learn it — since, when he was in doubt, he ought to have made himself more certain. Indeed, if he had doubted whether a knowledge of the liberal arts was required for acquiring Philosophy or Theology, he would be compelled to learn those arts, for the reason given — since, when he made the vow in such doubt, he is presumed to have bound himself to carry out all those things which are necessary for obtaining the end. When, however, it is doubted whether the one vowing knew or did not know, at the time of the vow, that grammar was required for the clerical state, it must be presumed that he did know — since there is no religious order which does not require this knowledge; and consequently this is commonly known to all. One who vowed the lay state is not bound to learn a mechanical trade, so that he may be received, if the religious order would exclude him on account of this defect, when, in making the vow, he thought nothing at all about such a trade. On the contrary, if he knew that some trade was necessary for entrance into religious life, then he ought to learn some trade. Sotus notes, however (Bk. VIII, on justice, q. 2, art. 1), that the one vowing is bound to learn the trade which the religious order requires, even if he thought nothing of it, provided, however, that the trade is of such a nature that it can easily be learned; and otherwise the one vowing would scarcely be useful to the religious order without such a trade. For whoever vows is bound to carry out easy means, so that he may become possessed of his vow. This opinion is true.

XIX. Question XV. *One who, after having made a vow of religious life, contracts marriage; or, having contracted and consummated marriage, vows religious life — what must he do?* Response: If the vow of religious life preceded the marriage, the one contracting marriage sins mortally. For the entire first two months, he can neither lawfully request the debt, nor render it — since, within these two months, he can still fulfill his vow, by assuming the religious state; wherefore he would sin mortally, both by rendering and by requesting. Once the two months have passed, he is bound to render it, but by no means can he request it. If, however, the marriage is consummated, whether with or without fault, he is then held, by Lessius, Palao, Bonacina, Sánchez, and the theologians of Salamanca (loc. cit.), to be able both to render and to request the debt. If, however, after the marriage is consummated, the spouses, by mutual consent, make a vow, they can both render and request it — since the use of marriage does not impede the vow of taking up religious life; the vow of religious life is understood to be contracted under this condition: unless a better state is chosen. And if someone, after a marriage ratified but not consummated, has the right to enter religious life, he enjoys an even stronger right after the betrothal has been contracted; for betrothals are held to be contracted under this condition. A vow of religious life made after betrothal is valid — since betrothal does not impede a vow of undertaking religious life. But more on all this at greater length when we come to discuss marriage.

XX. Question XVI. *Does one who accepts the Episcopate thereby fulfill a vow of religious life?* Response: The common opinion denies this. This is gathered from the chapter "*Per tuas,*" on vows, where Innocent III answers this case: "*We are confused as to why, if you desire to heal your conscience, you should resign the governance of the Church, rather than accede to it, unless compelled; and render your vows to the Most High.*" The reason too is clear: for no one is bound to a more perfect state, unless led by peculiar inspiration; and although the episcopal state is absolutely more perfect than the vow of a religious man, nonetheless, excluding the case of necessity, it is better — as far as it concerns embracing and promoting

perfection — to have embraced the religious state, and, as it were, called from above, and constrained by superiors, to accept the Episcopate, to which he is called by vocation, rather than to seek it out. This is the common opinion.

§III. On the debt by which one who has vowed it is bound to persevere in religious life

I. One who vows religious life is bound, by virtue of the vow, not only to enter it, but also to persevere in it, unless he otherwise indicates, so that he is bound to one, not to the other. He, however, who vows absolutely to enter religious life, is bound to try it, in the year of probation, as they call it, with a sincere mind of professing it, if he recognizes it as expedient for his eternal salvation. Wherefore, if he is expelled without his own fault, he remains free of the vow, nor is he bound to seek entrance into another religious order. Nor is it to be presumed, when this is not openly established, that one who vowed religious life also vowed perseverance in it — since this is a distinct burden, which is not to be added to the one vowing beyond his intention. St. Thomas treats of this (II-II, q. 189, art. 4).

II. Question I. *Does one who enters religious life with the intention of leaving satisfy the vow?* Response: St. Thomas, in the place cited, ad 3, answers that one who enters, so as to leave immediately, does not seem to satisfy his vow — since in vowing this he did not intend it; and he is therefore bound to change his purpose, so that at least he wills to make trial of whether it would be expedient for him to remain in religious life; he is not, however, bound to remain there in perpetuity. The reason is clear. For one who vowed religious life... did not vow only the reception of the habit, but the religious state, in which he might be able to serve God; wherefore, unless he tries this state, he cannot lawfully abandon it, if he finds this state less suited to him. So all teach commonly.

III. Question II. *One who entered religious life with the intention of leaving, together with the resolve to pray to God that he might change his heart — would he satisfy the vow?* Response: Leander affirms this (tract. 1, disp. 21, q. 47), where he cites Angles, Richard, Sylvester, Sánchez, and Bassaeus. Sylvester (s.v. *Religio*, q. 19) actually reports the opinion of one holding this view; and Sánchez (Bk. IV, ch. 16, n. 74), with several others, defends this same opinion, on the grounds that he would, in good faith, apply all that is necessary, on his own part, to obtain the effect of his vow. But when the one vowing enters with the intention of leaving, the purpose alleged — of trying to get God to change his heart — is presumed false and mendacious. Wherefore he ought, first of all, to lay aside his intention of leaving; and then pray to God to soften his heart. For how can he, in good faith and sincerely, pray to God to change his heart, if he enters with the deliberate intention of leaving? Wherefore it seems to me more probable, and more consonant with sincerity, that the one vowing ought first to lay aside his depraved intention of leaving, and then apply himself to obtain that God might break the hardness of his heart. If, however, having entered with the aforesaid intention of leaving, and with the purpose of persevering (which two things fight against each other simultaneously), he really did leave the religious order — I would urge him anew that, his intention of leaving having been laid aside, he make trial of the matter in the customary way; and then, if, the experiment made in good faith, he should leave the religious order, because he found that state less suited to him, I would declare him free of the vow. Hence it is to be said, by a stronger right, and authors commonly teach, that one who enters with the intention of not persevering does not satisfy the vow of religious life, even if he leaves

for a just cause — since he does not enter in good faith; and therefore he is bound to carry out the business with a sincere mind, so that, having made trial, he may satisfy his vow.

IV. Question III. *One who made a vow of entering, and of immediately leaving, or of entering with the express intention of leaving, or of enjoying the liberty granted to Novices by law — to what is he bound?* Response: The vow is null, and inept, when both the entrance and the departure equally constitute the matter of the vow. If, however, the vow were, in itself, a valid vow that regarded the entrance, and the departure were an attached circumstance, then the one vowing would be bound to the entrance, and the circumstance, as unjustly attached, need not be observed. One who vows with this express intention of enjoying the liberty which Novices making trial enjoy, can, without doubt, once the trial is made, leave religious life without any bond of vow, and has satisfied his vow. So St. Thomas expressly says (II-II, q. 189, art. 4, in the body): "*If, however, he intends to bind himself to entrance into religious life for the sake of making trial, with liberty of remaining, or not remaining, it is manifest that he is not bound to remain. If, however, he leaves without any just cause, he would sin against his vow — provided he held the divine mercy, whose kindness he thus scorns and contemns, as of no account. But if, in vowing, he simply thought of entrance into religious life, without thinking of liberty of departure, or of the perpetuity of remaining, he seems to be bound to entrance according to the common form of law — namely, that a year of probation be given to those entering — whence he is not bound to remain perpetually in religious life. And so, if, the trial having been made beforehand, he leaves for a just cause, he has satisfied his vow.*"

V. Question IV. *One who vowed religious life absolutely, thinking nothing either of perseverance or of departure — does he satisfy the vow if he enters religious life, and, the trial having been made, without any cause, but merely with the liberty granted to other candidates freed of the vow, he leaves?* Response: Not a few affirm this. Henry of Ghent (Quodlibet 3, q. 9; Quodlibet 14, q. 15), Navarrus (Bk. III, Consilia, on vows, consil. 25 or 3), Angles (s.v. *Votum*, n. 18), and others whom Sánchez cites (Bk. IV, ch. 16, n. 89). The reason for this opinion is that a vow, just like an oath, takes on all the limitations and exceptions which the law grants — final chapter, on undue condition. Therefore the vow of religious life is understood to be only for the sake of trial, according to the rules of law.

VI. The contrary opinion, which is more probable, and which authors commonly teach, we embrace. The reason is evident. For one who vows religious life vows that he will lead his life in such a state, granted that this state, the trial having been made, is agreeable to himself, and no sufficient reason occurs why he should withdraw from it. If, indeed, he vowed a religious life to be abandoned at mere whim, with no cause pressing at all; this entrance would be vain and futile, and the matter of the vow inept. Indeed, all who enter religious life set before themselves that they will persevere in it. Therefore, if they act prudently, as we ought to presume, they intend, and this the law grants to the candidates for the sake of making trial within the year of probation — so that, if the state, once tried, is found agreeable, no sufficient reason for departure occurring, they will remain in it fully free of departing. Since, then, all who prudently make the vow of religious life intend, so that they fulfill their vow, to persevere in the religious order, unless some cause of departure arises, the one vowing is bound to persevere in religious life. Nor does the reasoning of the contrary opinion stand in the way — namely, that the law grants full liberty of withdrawing within the year of probation in the external forum, so that, that is, no action lies against departing Novices. For it by no means follows from this that a Novice, though freed of the vow, can, without any cause at all, and by mere caprice, withdraw from religious life which he had once seriously embraced, without at least venially sinning

against the gratitude owed to divine goodness. Moreover, if this holds for those free of the vow, whenever they depart without any cause, they would not sin against the vow, but would sin the sin of levity, rashness, and ingratitude against divine kindness — the same, with even stronger reason, must be said of those who would be bound by a vow, and are by no means free from it: for although those freed of the vow would sin, if, having taken up religious life, they departed, they would sin only venially; but these would sin, and gravely, by departing, and would themselves be bound, in good faith, to seek entrance and trial again. So teach Cajetan (II-II, q. 189, art. 4, dub. 3), Armilla (s.v. *Novit.*, n. 10), Sotus (Bk. VII, q. 2, art. 1, ad 3), Aragón (II-II, q. 88, art. 3), Toledo (Bk. IV, Summa, ch. 17, n. 12), Valentia (disp. 6, q. 6, punct. 4), Manuel Rodríguez (Vol. II, Summa, ch. 95, n. 1), Leander (tract. 1, disp. 21, q. 57), Sánchez (Bk. IV, ch. 16, n. 90), and several others.

VII. Question V. *What are the just causes for leaving religious life, whether one freed of the vow, or bound by the vow?* Response: As is clear from what has been said, according to the common opinion, if, without any legitimate cause, but by mere whim, he abandons the religious order which he had entered, he sins. There is, however, this difference: that one free of the vow would sin venially, one bound by the vow would sin mortally. Sufficient causes must now be assigned, by which both one who vowed, and one who did not, can lawfully withdraw. And, first, it is certain that a greater cause is required in one who made a vow of religious life than in one who assumed religious life without a vow. For a Novice free of the vow can lawfully leave religious life for any reasonable cause whatsoever — say, that the religious order does not suit him, that he foresees that he will not lead a happy life in it, etc. It suffices that he can probably fear such evils. For the rest, one who entered religious life by a vow can withdraw from the religious order which he vowed only for grave, and morally certain, causes. Such are: grave danger of some notable harm, whether temporal or spiritual; the gravest temptations, which such a state would bring upon him; incapacity for sustaining the burdens of religious life; a grave necessity of one's parents, and the like — all of which are to be submitted to the judgment of a prudent man, so that, the circumstances inspected, he may decide what he judges expedient for the one vowing. One who vowed not only religious life, but also perseverance in it, cannot withdraw even for otherwise just causes. Only incapacity, and being expelled from the religious order without his own fault, can exempt him from the vow. If, however, he were rejected through his own fault, he would by no means be free of the vow.

VIII. Question VI. *One who, beyond the vow of religious life, also vowed perseverance in it — is he bound to persevere in such a way that, if he happens to leave for just causes, he must enter it again?* Response: One who vowed two things — namely, entrance and perseverance — does not satisfy the vow by entrance alone, unless he also adds perseverance: therefore, if he withdraws, even for an otherwise just cause, he is bound to attempt entrance again. For only, as has just been said, evident incapacity for profession, or expulsion from the religious order without the one vowing's own fault, can free him from the bond of the vow. If, however, some most grave difficulty were to supervene, unknown at the time of the vow, such that, had he known of this difficulty, he could have withdrawn — this opinion seems to me more probable: that, the difficulty ceasing, he would be bound to embrace religious life again — and although many authors defend the contrary, several nonetheless... uphold this opinion — St. Thomas (II-II, q. 189, art. 4), Cajetan there, Sánchez (Bk. IV, ch. 16, n. 91, citing Navarrus, Covarrubias, Azor, Valentia, Rodríguez, who defends it too), Layman (Bk. IV, tract. 5, ch. 6, n. 42), Pellizzari (Vol. I, tract. 11, ch. 6, n. 11), Candido (s.v. *Votum*, art. 2, punct. 5, §6, n. 13), Portel (s.v. *Votum*, n. 21), Toledo (Bk. IV, ch. 17, n. 12), Bonacina (disp. 4, q. 2, punct. 1, n. 28), Leander (tract.

1, disp. 21, q. 51), the theologians of Salamanca (tract. 15, ch. 2, n. 1), Bassaeus (Vol. II, s.v. *Votum*), Suárez (Vol. III, on Religion, Bk. IV, ch. 4, n. 1), Trullench (Bk. II, ch. 2, dub. 20, n. 2), López (Part I, *Instructions*, ch. 4), and several others.

IX. Question VII. *Is one bound by a vow of persevering in religious life, who has been expelled, obliged to preserve chastity while remaining in the world?* Response: First of all, if he was expelled without his own fault, it seems certain that he is not bound to preserve chastity — since chastity is not included in the vow of entrance, but only in solemn monastic profession; therefore, since this profession was not made, the vow of chastity does not oblige. This reasoning also establishes that he is not bound to chastity even if he was expelled through his own fault. This opinion is taught by Cajetan (II-II, q. 189, art. 3, ad 2), Armilla (s.v. *Votum*, n. 21), Navarrus (ch. 12, n. 63 and 45), Azor (Bk. XI, ch. 22, q. 3), Sánchez (Bk. IV, ch. 16, n. 111), John of St. Thomas (disp. 29, art. 11), Trullench (Bk. II, ch. 2, dub. 20), Leander (tract. 1, disp. 21, q. 45). If, however, someone had vowed religious life and chastity simultaneously and principally, he would be bound to chastity, even if he remained in the world — since it did not perish as an accessory, its principal having failed. If, however, one had vowed chastity dependently upon religious life, then, the vow of religious life ceasing, the vow of chastity would likewise cease. When doubt arises as to whether chastity was vowed dependently upon religious life, the intention of the one vowing must be investigated from the words in which the vow was conceived; for from these the doubt arises. If, however, the intention of the one vowing is itself doubted, and cannot be resolved from the circumstances, then the rule must be observed, which asserts that in doubtful matters the safer part is to be chosen.

§IV. On the time by which the necessity of fulfilling the vow of religious life presses

I. One who vowed religious life absolutely, with no time prefixed, is bound to fulfill his vow as soon as he can conveniently, as is declared (Deut. 23): "*When thou hast made a vow to the Lord thy God, thou shalt not delay to pay it: because the Lord thy God will require it. And if thou delay, it shall be imputed to thee for a sin.*" This too is impressed upon us (Ecclesiastes 5): "*If thou hast vowed anything to the Lord, defer not to pay it: for an unfaithful and foolish promise displeaseth him.*" When it is said "as soon as he conveniently can," the sense is by no means that any difficulty whatsoever is sufficient to defer the entrance into religious life; but it indicates that only some grave obstacle can lawfully excuse the delay. For if any difficulty whatsoever sufficed to justify delays, scarcely any time would ever be opportune and fitting for fulfilling the vow. That time, then, is reckoned opportune for the execution of the vow in which the one vowing can, morally speaking — that is, without an urgent and grave impediment — leave the world, and embrace religious life. Just as, then, other indefinite promises made to men oblige to execution at the first opportunity offered, so too it must be said of a promise made to God. For one who has prescribed no time for himself has no reason why he should await a future time; otherwise, once it were granted that he could defer his promise into future time, no time at all could be defined for its execution. This, however, I would not have you take too strictly, so as to reduce the one vowing to straits. But the law "What we say" on solutions must be kept before one's eyes: "'*Immediately*' *is to be understood with the tempering of some allowance of time.*" Likewise, "at once," "immediately," "continuously," in the law "Since so," on the meanings of words, on obligations. Such adverbs, then, admit some interval of time, which is neither the smallest nor the greatest, but a fitting one. What span, however, is to be called fitting, cannot be absolutely defined, but must be left

to the judgment of a prudent man. Now a shorter, now a longer span may be granted, according to the diversity of the circumstances observed. If the matter is conducted in good faith, anyone can most easily define such an interval of time.

II. Question I. *Does one bound by a vow of religious life sin mortally if he defers his entrance for an entire year?* Response: Some authors, such as Ledesma (Vol. II, tract. 10, ch. 3, dub. ult.), Rodríguez (Vol. II, ch. 95, n. 9), consider that a delay of two or three years is required in a vow of religious life, for it to be called a notable delay, and for the one vowing to sin mortally; but in other vows, such as of fasting, alms, pilgrimage, etc., which do not look to perpetual divine service, they hold that a greater delay of execution is admissible; and that only then does the one vowing sin mortally, when he exposes himself to the danger of not fulfilling the vow. This opinion is too lax.

Although a longer span of time is required in other vows besides religious life, its execution can nonetheless not be deferred, without grave fault, for so long a span without risk to the promise. Authors commonly hold, then, that one bound by a vow of religious life sins mortally, if, opportunity given, he procrastinates the execution of his vow beyond half a year. They permit more time for the execution of other vows, since, in these, less is subtracted from the divine service by delay. If someone protracted their execution beyond a year or two, he would sin mortally, unless grave impediments excused him.

III. Question II. *If someone has defined a time for the execution of his vow, is he bound to fulfill his vow within the interval of the prefixed time?* Response: All affirm this. The only difficulty that arises is whether, if he foresees an impediment which would render the observance of the vow impossible at the designated time, he is bound to anticipate that time. Authors commonly deny this, and rightly — since a vow does not oblige beyond the intention of the one vowing; but the one vowing did not wish to bind himself before the defined time: therefore he is by no means bound — just as one is not bound to anticipate hearing Mass before a feast day, nor to fast at the time of carnival, even if he foresees impediments by which he would be prevented, both on the feast day, and in Lent, from hearing Mass, and from keeping the fast. Suárez (Vol. II, on Religion, Bk. V, on life, ch. 7, n. 3), Bonacina (Vol. II, disp. 4, q. 2, punct. 5, §1), Castropalao (tract. 15, punct. 14), the theologians of Salamanca (tract. 15, ch. 2, punct. 3, n. 33), and others.

IV. Question III. *How ought the one vowing to conduct himself in the execution of the vow, if the defined time admits latitude?* Response: If someone promised to enter religious life within a year, six months, etc., he is not bound except in the last interval of the designated time. If, however, he should foresee that, in that last space of time, some impediment will befall him, then he ought to anticipate the execution — since the whole designated time is subject to the execution of the vow. Therefore, since he foresees that he cannot fulfill it in this particular determined span of time, he is bound to do so in another. For this very reason the one vowing set for himself a divisible, and extended, span of time, so that, if obstacles should occur in one interval, he might, free from impediments, be able to fulfill his vow in another interval — just as, if someone foresees that he cannot hear Mass around midday on a feast day, he is bound to hear it in the morning: since that whole time is bound to the obligation. So St. Thomas (Bk. IV, dist. 38, q. 1, art. 3, qc. 1, ad 7), Suárez (Vol. III, on Religion, Bk. V, ch. 12, n. 7), Sánchez (ch. 14, n. 18), Bonacina (disp. 4, q. 2, punct. 5, §1, n. 13), the theologians of Salamanca (tract. 15, ch. 2, punct. 3, n. 34), and others commonly.

V. Question IV. *One who did not fulfill his vow at the designated time, is he bound to fulfill it once that time has elapsed?* Response: The common opinion affirms this — since the definition of the time was established not to extinguish, but to hasten, the obligation. For one who vows the entrance into religious life at a determined time imposes upon himself a twofold burden: the entrance into religious life, and its execution within the bounds of the defined time. This second obligation having been violated, the first still stands. It must be judged otherwise, if you had vowed a fast on the vigil of some solemnity — since it is clear that this fast per se looks to the honor and homage to be offered to God in honor of such a Saint: once that day has passed, then, the end of the vow too will be given up. For the rest, vows which look immediately to the good of the one vowing, once the prefixed time has elapsed, must still be fulfilled. Would you, if you promised your creditor the payment of a debt within a month, be free from paying the debt, because you did not pay within the month? No one would say this. This opinion is common.

VI. Question V. *One who vowed religious life for some particular end, or defined it under some condition — is he freed of the obligation of the vow, if the end, or the condition, of the vow ceases?* Response: When the condition, or the end, is the whole and sole cause of making the vow, then, the end or condition ceasing, the vow ceases, as all admit. Thus, if you vowed religious life for this reason alone, to avoid the company of such a woman; if this woman should die, you are free from the vow. If you vow religious life, provided you should recover from the illness with which you are constantly afflicted; provided your father should consent, etc. — these conditions failing, you are, with no one dissenting, free of the vow.

VII. Question VI. *One bound by a conditional vow, who spontaneously places impediments so that the condition may not occur, does he escape free of the vow?* Response: Before I give my answer, conditional vows must be described... since they can be of different kinds. If someone made this vow: "I vow religious life, if I should fall into such a crime" — it is certain that the one vowing escapes free of the vow, if he avoided the crime, although he did not abstain from it with the intention of not fulfilling the vow; since he imposed that vow upon himself by way of a penalty, and what he rationally intended, first of all, was the avoidance of sin. Wherefore, until he falls into sin, he is not bound by the vow. In no way, however, does he sin against the vow, even if he strives to avoid the vow by avoiding sin — since he reserved this right for himself, namely, of using the consideration of the vow, and the burden to be undergone, as a bridle, so that he might the more easily turn aside from sin. In this all agree. The difficulty, rather, concerns vows of this kind: "I vow religious life, if I shall not have committed such-and-such a sin"; and the one vowing afterward, with deliberate mind, falls into the sin, so as to escape free of the vow; "I vow religious life, if I enter such a place, if I recover from illness, if my father consents," etc.; and the one vowing, so that the condition may not occur, removes himself from consent by fraud and deceit — the difficulty, I say, is whether this one vowing, who behaves thus, is freed from the bond of the vow.

VIII. The theologians of Salamanca affirm this (tract. 15, ch. 2, punct. 4, n. 4), and for this opinion they praise Suárez, Bonacina, Layman, Filliucci, and Diana. For, they say, the one vowing intends to bind himself in no other way than with the condition fulfilled: therefore, whatever the manner in which the occurrence of the condition is impeded, the bond of the vow is dissolved — just as, if someone were to travel on foot on a fasting day, so that, exhausted, he might be freed from the law of fasting, or were to deliberately contract an illness, so that in Lent he might escape free of the

obligation of fasting, or were to withdraw from a city in which there is an obligation of fasting, with the intention of not fasting, and go to another place where there is no obligation of fasting — he would certainly be free from the observance of the fast. To begin with the refutation of these examples, we say that these examples are altogether inept. One who contracts an illness deliberately is free from the fast, because the effect really renders him incapable of fasting. But one who undertakes a journey on foot, if such exhaustion would not otherwise excuse from fasting, would be bound to fast. Nor is the example of one who declines the obligation of the fast by leaving that place any more to the point. For, even granting this opinion, it would still make him free from the abstinence attached to that place, which does not exist, so as to render him incapable of observing the Lenten fast. The same must be said of one who travels to a place free of that law, so that this example — although we should grant this absolute claim — the example still remains far too removed from the mark, because that law is local; but the vows of which we are now speaking are personal, which affect not a place, but a person. The reasoning, moreover, which they adduce, once the examples are rejected, is by no means solid. Since, although it is true that the one vowing does not otherwise subject himself to the obligation of the vow than with the attached condition fulfilled, this holds true only when the one vowing, in good faith, attaches the condition — that is, when he does nothing so that the condition may not be fulfilled. But if, by fraud and deceit, he strives to impede the condition, he remains nonetheless bound by the vow. To lay the matter out more clearly: in two ways it can be understood that the one vowing does not wish to bind himself by the vow, except with the condition posited: either he intends this while he elicits the vow, or after the vow has been made. Not the first. For who is there who attaches a vow to a condition, and at the same time has the intention of frustrating that condition? "I vow religious life, if I am afflicted with gout" — and at the same time I intend to do all things so as to avoid my health being impeded. "I vow religious life, if my father consents" — yet I do not spare frauds and deceits, so as to remove my father from consent. Would he not be reckoned a fool who made such a vow? It is not to be presumed that any man endowed with reason would make such vows. Is not everyone free either to make, or not to make, a vow? Is not everyone free to have the intention of not attaching a condition, and to abstain from the condition, or to attach the condition? For one who supposes the vow, but does not wish the condition, does not wish the vow — for one who does not wish the vow does not make the vow. No prudent man, then, when he elicits a vow, intends to render the very condition of the vow futile by his own hands. Nor does there seem to be any room for doubt about this. Furthermore, if he attaches the condition to the vow with a sincere mind, and intends to carry out the vow, once the condition is fulfilled, it must already be said that he does not reserve for himself the faculty of impeding the outcome of the condition; otherwise this condition, which he attaches, would be null, as is plain. If, however, after the vow has been made, he reserves for himself the faculty of impeding, or of not carrying out, the condition — this faculty is nowhere apparent, as is clear. From every side, then, the opposite opinion collapses.

IX. We say, then, that the aforesaid one vowing is bound to the execution of his vow, whenever, through his own fault, he has taken care either that the condition should not occur, or that it should occur, against the intention which he had when he made the vow. And we have this expressed in the law "In execution," §ult., "Finally," on the meanings of words, on obligations: "*Whoever, bound under a condition, has taken care that the condition not occur, is nonetheless bound.*" The reasoning, too, from the refutation of the contrary opinion, is manifest. Moreover, no one ought to reap advantage from his

own iniquity and fraud; nor is it right that deceit should favor anyone. One who elicits a conditional vow has the tacit will of not impeding the condition to which he attaches the vow. This will once posited, no faculty remains by which that same condition can be frustrated. The supporters of this opinion, alongside those already cited, are Sánchez (Bk. IV, ch. 10, n. 17), Trullench (Bk. II, ch. 2, dub. 19, n. 9), Angles (s.v. *Votum*), and others. Very much else that would need to be said about this vow we refer to the treatise on the religious state.

Dissertation III — On Those Who Can Vow

On the cessation of vows on account of the cessation of the final cause, or the change of circumstances; and on the invalidation, dispensation, and commutation of the same

[Introductory remarks] We undertake to review many matters in this disputation, which we shall explain here briefly, since they have a complete connection with those things which are necessary in the following disputation. Which matters some will treat at greater length in the next Book, dissert. 8, ch. 4, on oaths. We shall dispatch them here as briefly as possible.

Chapter I — On those who possess the use of reason

I. All who possess the use of reason, and freedom, can vow concerning those things which fall under their own dominion, as St. Thomas teaches, with all the theologians (II-II, q. 88, art. 8 and 5). Wherefore only those are excluded from making vows who are destitute of the use of reason — such as the insane, the demented, the drunk, those asleep, and children, before the light of reason has dawned upon them.

II. Moreover, although all endowed with reason can make vows, nonetheless, for them to be able to carry them into execution, dominion over the matter to be executed is required. Wherefore the vows of minors, before they reach the age of puberty, are made subject to a tacit condition... , that they cannot be invalidated by their parents — since firm agreements are not entered into with parents; for such vows, although those making them possess the use of reason, nonetheless lack dominion over their goods, since they are found constituted under the power of their parents. Therefore the vows of Religious, of sons, of servants, of wives, are invalid, unless the consent of the Prelate, the father, the master, the husband is added, when the vows made would redound to their prejudice.

III. Question I. *Are vows made by Religious without the Superior's permission concerning matter of benefit, which disturbs neither jurisdiction nor rank in any way, valid?* Response: There is great disagreement among authors on this matter. Angles (s.v. *Votum*, 2, n. 3), Rosella (s.v. *Votum*, 2, n. 14), Valentia (II-II, disp. 6, q. 6, punct. 6, n. 1), Caramuel (in the Rule of St. Benedict, n. 1698), Ferrarius (Vol. II, on the Prelate, q. 3, n. 3), and others, deny that such vows are valid. In favor of this opinion the authority of St. Thomas is adduced (II-II, q. 88, art. 8, ad 3), where he has this: "*A religious subject, in the first place, is accustomed to act according to his profession under the Rule; and therefore, since it is fixed what a Religious can do with respect to his own actions, he is not occupied by the Superior for that time, since, however, no other time occurs when the Superior might not be able to occupy him with something, no vow is firm unless it is by the consent of the Superior — just as neither is the vow of a girl living in her father's house, unless it is with the father's consent; nor of a wife, unless it is with the husband's consent*." For this same opinion is adduced the chapter *Monacho*, cause 20, q. 4: "*A monk is not to vow without the consent of the Abbot. If, however, he should vow, the vow will have to be broken.*" Reasons too seem to support this same view. Since the solemn vow of religious life, just as it extinguishes all vows previously made, so too it impedes new ones from being made. Add to this that Religious, by virtue of their solemn vows, are subject to their Prelates not only as regards the matter promised, but also as regards the very will by which they promise. For the wills of

Religious — whose willing and not-willing are alike — are constituted under the dominion of their Prelates.

IV. This opinion is not without its own probability. The contrary opinion, however, is more probable, which teaches that the vows of Religious which bring no detriment either to the jurisdiction of their superiors, or to the right administration of the religious order, and which do not concern matter forbidden by the Rule, but an honorable thing, and one of supererogation — such as vows to fast in honor of some Saint, to recite certain prayers, and the like — are valid. Since the thing promised by such vows is a good thing, and is not tainted by a better good, but consonant with it. There is no reason, then, why such vows should be reckoned invalid. The wills of subjects are subject to the dominion of the Prelates as regards those things which pertain to the government and administration of the religious order, such that they cannot promise to God, in other matters, what would be pleasing to them, but not to their Superiors, without their consent — this, they think, follows. Let me explain the matter more clearly. I admit that subjects are so subjected to their Prelates, that they can do or promise nothing useful to religious discipline against their will. And this is required for perfect government. But from this it follows only that the vows of Religious cannot be firm and stable without the authority of their Prelates — since, when the Prelates have taken cognizance of such vows, they can invalidate them; but so long as they do not come to their knowledge, they are valid, and subjects are bound to keep them, unless they are invalidated by the Prelates — for no vow is elicited except under a tacit condition, that is, unless the Superior does not object, or does not impede it, if such a case should occur. And this holds true against the contrary opinion, unless some special reason to the contrary occurred. The reasons that are adduced prove only that such vows are not firm and stable without the consent of the Prelate; but by no means do they show that they are not valid. As for the authority of St. Thomas, this indeed shows that the vow of a Religious must be firm — that is, indissoluble, when it has been elicited by the special authority of the Superior — for such vows always ought to bind, with either this express, or tacit, condition: "If the Superior does not object." This is what the Holy Doctor's own words sound. Although, then, the chapter *Monacho* is apocryphal, and of no weight, even were it legitimate, nothing could be elicited from it against our opinion. For it is there asserted that a vow made without the consent of the Superior must be broken — which we grant readily; but it by no means says that the vow is not valid, until it is invalidated by the Prelate.

The solemn vow of profession impedes any vows being made which disturb the exterior government and administration of religious life; but by no means does it impede vows being made which affect the one vowing alone, and this in the sense of the will of the government — that is, the will of the subjects is subject to the will of the Prelates, insofar as they might wish something that would bring harm to monastic discipline. What we have said holds true concerning vows; but subjects can, with even stronger right, make vows about internal acts of faith, hope, and charity, and similar things, from which nothing is subtracted. What we have established concerning Religious is to be applied to children still under paternal authority, to servants, and to wives, and to all those constituted under another's power. Indeed, none of these is bound to their master, husband, or parents by such tight bonds as Religious are to their Prelates. Their subjection presents a kind of servile slavery; but the obedience of Religious offers, more perfectly and nobly, a holocaust of their own free will. This opinion is taught by Cajetan (II-II, q. 88, art. 8, ad 3), Navarrus (in the *Manual*, ch. 12, n. 65), Ludovico López (*Instructions*, ch. 48), Medina (Summa, Bk. I, ch. 14, §6), Prado (ch. 31, q. 12, §4, n.

23), Castropalao (tract. 15, disp. 1, punct. 15, n. 2), Sayr (in *Clavis Regia*, Bk. VI, ch. 5, n. 22), Corona Summa (Part III, tract. on vows, n. 6), Trullench (Bk. II, ch. 2, dub. 2, n. 7), Bassaeus (Vol. I, s.v. *Votum*, 8, n. 12, and Vol. II, s.v. *Votum*, 1, n. 21), John of St. Thomas (II-II, q. 88, ch. 15, n. 6), Suárez (Vol. II, on Religion, Bk. III, disp. 20, art. 16), the theologians of Salamanca (tract. 17, ch. 1, punct. 8), Sánchez (Bk. IV, ch. 5, n. 3), Filliucci (tract. 26, ch. 6, n. 172), Azor (Bk. XI, ch. 17, q.... 16), the theologians of Salamanca (tract. 17, n. 153), Leander (tract. 2, disp. 5), where he cites several others — namely, Sotus, Fagundez, Lessius, Aragón, Miranda, Portel, Peyrino, and Tamburini.

V. Question II. *Are vows made by Religious against the Rule and Constitutions, or against the precepts of their Superiors, valid, even if there is no law or statute forbidding it, only a penalty?* Response: All commonly affirm that such vows are null, even if only a penalty, and no fault, would be attached to their transgression. The reason is evident: for a vow concerning an evil thing — such as anything forbidden in whatever manner — is rejected by all who deal with vows, so that no vow can be validly made concerning matter already forbidden. If the matter were forbidden only to the extent that it could not be done without the Prelate's permission, then, permission obtained, the vow would be valid. Wherefore a Religious who desires to make such a vow ought to seek permission before he binds himself by the vow. There is likewise no vow at all concerning a forbidden matter, even if the one vowing is ignorant of the prohibition. Wherefore, once the prohibiting law is known, he is not bound to keep the vow which he was previously keeping through ignorance of the law; nor is he bound to seek permission. If the thing promised, when the vow was made, was permitted, and afterward comes to be forbidden, the bond of the vow is broken. When, however, the prohibition depends on the arbitrary will of the Superior, the one vowing is bound absolutely, and it is safer to seek permission before he makes any vow, or before he carries out a vow already made. Whence all these matters are to be left to the judgment of a prudent man, according to the circumstances. Indeed, not even vows made in another monastery, in which there was no prohibition, would bind, if the one vowing later transfers to another where the vow would be forbidden by the statutes of his own profession; nor is he bound to revoke a vow already made, or to abstain from making some vow, on account of the transgression of the statutes of his own profession — since the arbitrary undertaking of vows easily gives rise to it, that new obligations are contracted by those mocking, and evading, the proper observance of the Rule and the Constitutions of their profession. This must be gathered from the circumstances, and left to the judgment of a prudent man. All this is common ground concerning the observance of the Rule and Constitutions; vows already made, however, are valid, and oblige, until the Prelate has dispensed from them.

VI. Question III. *Is a vow made by Prelates of Regulars, of giving alms, valid?* Response: Prelates of Regulars are administrators of the goods of the Convent, in relation to the common good, both spiritual and temporal, of the religious order: they can not only lawfully disburse suitable alms, but are indeed bound to do so; for they have this faculty from the Convents. Convents of Regulars are, by evangelical precept, instituted for this end — that alms be distributed from what remains to them, since the faithful, subject to a tighter bond of more perfect charity than secular persons, have given their goods, so that, their own subsistence and clothing being kept modest, they may distribute to the poor — both because the profession of poverty, and evangelical perfection, binds them to a peculiar obligation. Prelates, moreover, are bound not only to distribute these goods to their subjects according to their varying need, but also to pay a pension attached to those goods for the disbursement of alms. The vows of these Prelates, then, concerning customary alms are valid. If,

however, an urgent occasion for disbursing extraordinary, notable alms should arise, the Fathers of the Convents ought to be consulted, as common law prescribes.

VII. Question IV. *Are vows of subjects of Regulars made without the permission of Prelates, to disburse something in alms from those goods which are for their own use, valid?* Response: Sánchez, Suárez, Castropalao affirm this, whom Leander praises and follows (tract. 2, disp. 5, q. 9), on the grounds that such a vow is elicited under this tacit condition: "If the Superior should grant permission"; and therefore Religious who elicit such a vow are bound to seek permission, from the prescribed custom, unless it has been granted to them. We reject this opinion as false, and improbable. Since vows concerning matter not permitted to the will of the one vowing are null — but alms-giving is unbecoming to the religious state, according to the opinion of these Doctors. This is the recent, more common opinion. Regulars, they say, are subject to the power of a Superior, and are destitute of dominion over any temporal thing whatsoever. Null, then, are promises to distribute goods which are not their own, but another's. I have heard countless subtleties of the authors dissenting, all of which reduce to this: namely, that, although Regulars possess nothing, they nonetheless have the use of goods; and consequently, with the Prelate's permission added, they can lawfully distribute a suitable portion of them to the poor. Their vow, then, will be valid, made under the condition of obtaining the Prelate's consent. All this rests on the principle that the Prelate can validly grant subjects permission to use their goods for necessary sustenance and clothing; but it by no means extends to granting permission for the distribution of goods, since these goods pertain to the common patrimony, whose administrators are only the Prelate, and the officials. Besides which, the grant of such permission bears the mark of an evil: for it either fosters, or rather opens a path toward, private property, which, above all, is greatly to be watched against, both for the common good, spiritual and temporal, and utterly undermines the vow of poverty. The authors of the contrary opinion speak, in their hypothesis, as if Religious enjoy a private allowance of their own; granting this, they infer that they can bestow suitable alms on the poor. The consequence would be correct, if the hypothesis from which it is elicited were true. But we deny the consequence, since we judge the principle from which it is deduced to be false — concerning which, however,... we shall speak more fully in its own place. There we shall show that these authors falsely suppose that Religious can, in the same way that we shall show minors, servants, and wives agree, distribute alms — for Religious, besides the privation of dominion in which the latter also stand (subsistence and clothing excepted), lack even the use of goods, and their administration, by virtue of the Rules which they profess. But more on this elsewhere.

VIII. From this it is gathered that the opinion Leander gives (tract. 2, disp. 5, q. 10) is altogether false, as I indeed judge — for which he cites, and truly, Sánchez (Bk. IV, ch. 25, n. 15) — namely, that vows which Religious subjects would make to disburse alms from the goods of the Convent, over which they have no administration whatsoever, are valid. Such vows seem to me not only invalid, but even futile. For what could be madder than for someone to pledge those things which are in no way subject to his own power? For this reason I abstain from a more lengthy refutation. Suárez agrees with us (Bk. III, on vows, ch. 7, n. 3).

IX. Question V. *Can the Church pass laws by which certain persons are declared unfit to make vows?* Response: If the discussion concerns solemn vows, which regard the public discipline of the Church, there is no difficulty. For it is plain that before the completed fifteenth year no monastic profession exists. The controversy concerns simple vows, and above all those of internal acts. There are those who deny that

the Church has such power over internal acts. It cannot, then, according to these authors, render men unfit, by reason of their prevailing authority, to elicit those vows by which they dedicate their interior acts to God: for such vows are of divine right, and concern a matter pleasing to God. Why, then, would they not oblige? For this opinion the theologians of Salamanca (tract. 17, ch. 1, punct. 7, n. 179) praise Cajetan (II-II, q. 88, art. 9, at the beginning); but he speaks ambiguously, and does not clearly teach this, but only says that the Church has greater power over a solemn vow than over a simple one — since the Church's statutes are within her power; but the interior movements of individual souls, in which a simple vow is perfected, are not so subject to the Church's power in the same way that exterior statutes and laws are. That interior acts of human liberty are not subject to the Church's power in the same manner as exterior ones — this is what Cajetan teaches. That the Church has greater power, as Cajetan says, over a solemn vow than over a simple one, is an evident matter. But that the Church can indirectly declare promises made even internally to God null, unless certain conditions are observed — Cajetan neither denies, nor asserts anything more. What repugnance, then, is there, that the Church should reject certain vows, even internal ones, though concerning a good thing, unless such-and-such conditions are observed — with which not being observed, the vows are null? For what reason is there that it should be denied that the Church can prescribe such conditions, with which some vows, even internal ones, must comply, and by which, not being observed, the vows become null? Therefore we say that the Church, a grave cause pressing, can... This opinion is taught by Suárez (Vol. II, on Religion, Bk. III, on vows, ch. 8, n. 8), Sánchez (Bk. IV, ch. 24, n. 42), Castropalao (tract. 15, disp. 15, punct. 19, n. 2), Torre (II-II, q. 88, art. 9, n. 2), the theologians of Salamanca (tract. 17, ch. 1, punct. 7, n. 180).

X. Question VI. *Can Bishops vow the abdication of the Episcopate, or entrance into religious life, without consulting the Supreme Pontiff?* Response: The common opinion is negative — since such abdication is forbidden them by law, as is the chapter "*Since long since,*" on renunciation, and the chapter "*Unless,*" verse "Those," on Regulars, and the Royal Law, title 8, part 1. Since, then, both vows — both of abdicating the Episcopate, and of entering religious life — concern matter forbidden by the Church, Bishops are bound, before making the vow, to seek the counsel of the Supreme Pontiff. Whence, although such vows are not absolutely invalid, their execution nonetheless cannot be commanded, unless permission has first been obtained; which, if denied, the ones vowing will be free of the law of the vow.

XI. Question VII. *Can Bishops, without consulting the Supreme Pontiff, vow a pilgrimage?* Response: If the pilgrimage would take up only that much time as the Bishops can lawfully be absent from their Churches, it is certain that such a vow is valid — since no impediment of any kind is present. And in the hypothesis made, it is certain, and especially of Bishops, that they can lawfully be absent from their Churches, without needing to obtain permission from the Supreme Pontiff for that space of time — since a pilgrimage is, in its own nature, honorable, and does not entail harm to the Church. It must be judged otherwise, if the pilgrimage should require a longer span of time than that interval within which Bishops can lawfully be absent from their Churches for the pilgrimage's completion. We assert such a vow to be invalid, even if made under the condition of obtaining permission from the Supreme Pontiff. Since the residence of a Pastor is a matter of natural and divine right. A pilgrimage, then, which violates this natural and divine law, turns out to be evil. But a vow concerning an evil matter is unlawful, and null. This, some say, is true when the vow is made by a Bishop without the condition of seeking permission; but not so, this condition being added. But since a pilgrimage which

compels a Bishop to be absent from his Church for a very long time is not, absolutely speaking, a sufficient reason for obtaining permission — nor are the Supreme Pontiffs accustomed to dispense Bishops from the bond of residence merely for the sake of a pilgrimage — such vows, as inept and invalid, are to be rejected. Conditional vows, however, are then said to be valid, when the condition is such as morally tends to occur — as, if a Religious elicits a vow to fast on such a day, to recite such prayers, if his Superior should consent, this is valid; since the superior's consent is an easy matter, and is commonly granted. But the condition of the Pontiff's permission for a pilgrimage which, over a long span of time, compels a Bishop to break that natural and divine bond of residing in his own Church, is scarcely morally possible. For the Supreme Pontiffs do not grant Bishops the faculty of being absent from their Churches for a long time, except for a most urgent cause of promoting the common good of the Church. A pilgrimage, however, undertaken under the title of a particular devotion, can never be a reason prevailing over the good of residence; nor consequently a fitting cause for which the Supreme Pontiffs would be able to grant such permission. Leander (tract. 2, disp. 5, q. 18) attempts to reconcile these two opinions in this way: if the pilgrimage is more pleasing to God than the Bishop's residence itself, the vow is valid; not so, if the Bishop's residence is more pleasing to God, and a greater good, than the pilgrimage itself.

We reject the former hypothesis as useless — since it can scarcely be conceived in what way a protracted pilgrimage could be better than residence; and it is therefore safer to pronounce absolutely that such vows are null, since they concern matter that is evil and unlawful, injuring the debt of episcopal residence. Moreover, if it can scarcely, if at all, happen that the good of the pilgrimage should prevail over the good of residence, there is no foundation at all for obtaining permission from the Supreme Pontiff for the execution of such a vow; and consequently the condition attached to the vow concerns something morally impossible. No such vow, then, is valid.

XII. Question VIII. *Can Parish priests, or Beneficiaries bound by the bond of residence, vow religious life, and enter it, without consulting their own Bishop?* Response: That they can, without consulting the Bishop, vow entrance into religious life is not something anyone calls into doubt. For Bishops cannot, without consulting the Supreme Pontiff, vow religious life, because this is forbidden them by a particular canon. But no law is found that forbids this to Parish priests, or other Clerics, who are subject to the debt of residence on account of some benefice. Not a few, however, whom Sánchez cites (Bk. IV, ch. 25, n. 38), contend that such vows cannot be carried out without consulting the Bishop. But the contrary... opinion is truer; indeed no law is found which forbids such entrance to the aforesaid persons. Since the chapter "*He who,*" 18, on Regulars, decrees the seeking of permission only for Religious, and has not a word either of Parish priests, or of Clerics. Yet, by the law of propriety and courtesy, they would be bound to consult their own Bishop, before they carried out the vow.

XIII. It is customarily asked whether God, Christ the Lord, and the Angels can elicit vows. Response: It is established that a vow, properly received, is repugnant to God; for God cannot promise worship and homage to anyone. But that God can vow, and swear, in a less proper sense, there is no difficulty — since we have it from Scripture that God has many times sworn by himself. It is likewise certain that Christ the Lord could dedicate vows to God, as he could also pray. The only difficulty is whether, just as he really did pray, he also vowed. Suárez affirms this, though doubtfully (Bk. III, on vows, ch. 1, n. 3 and 6); but St. Thomas expressly denies it (II-II, q. 88, art. 4, ad 3): "*It must be said that it did not befit Christ, according to himself, to vow — both because he was God, and also because, insofar as he was man, he*

had a will made firm in the good, existing, as it were, a comprehensor." All authors, both our own and outside our order, commonly write that wayfaring Angels could have vowed. That they did vow cannot be said. Whether they can vow in their heavenly homeland is an unnecessary inquiry, according to St. Thomas, since vows properly belong to wayfarers.

Chapter II — On the cessation of vows on account of the cessation of the final cause, and the change of circumstances

I. Question I. *Does a vow, or an oath, cease, the moving cause ceasing?* Response: A twofold cause is customarily distinguished, in view of which the one vowing makes his vow: one is called the moving cause, the other the impelling cause. We speak now of the moving cause.

II. We say, then, that, the proximate moving cause ceasing entirely, the vow, or the oath, likewise ceases. This is the common opinion. The reason is manifest: for, the final cause failing altogether, the matter of the vow ceases; since the thing which is the matter of the vow is not promised absolutely, but as it leads toward the end which the one vowing set before himself. If, then, the end fails, the means too must necessarily fail, insofar as it conduces toward such an end — namely, the matter of the vow. This reasoning rests on that principle: that a vow does not oblige beyond the intention of the one vowing. Now everyone makes his vow for some end. Therefore, the whole final cause failing, the intention of the one vowing fails; and consequently the vow itself fails. Wherefore, in the book on laws, we have said that a law ceases, the end ceasing entirely in common, or with respect to the multitude — not so, the end ceasing with respect to some private subject: since laws do not look to private individuals, but the multitude and the community. Private vows, however, are, in that many instances, like peculiar laws which each one imposes on himself, being, as it were, his own peculiar legislator. Wherefore, the end ceasing with respect to such a one vowing, the vow ceases. The matter will appear clearer by examples. You vowed alms to be disbursed to a poor person: this poor person becomes rich; the bond of the vow is dissolved, since the end of the vow was the relief of the poor person's want; therefore, that want ceasing, the vow ceases. You vowed a pilgrimage, so that you might obtain your father's health; here he either recovered, or died; the end of the vow falls with the vow. You vowed to abstain from entering such a house, so as to avoid the occasion of a harlot; she either has died, or has gone elsewhere; entrance into such a house remains free to you. This opinion, which is common, is defended by Suárez (Bk. IV, ch. 9), Sánchez (Bk. IV, ch. 9, n. 291), Bonacina (disp. 4, q. 2, punct. 3, §2, n. 10), Martínez de Prado (ch. 31, q. 13, n. 12), Tamburini (on the Decalogue, Bk. III, ch. 13, §2), Castropalao (tract. 15, disp. 9, punct. 10, n. 1), Leander (tract. 1, disp. 12, q. 1), the theologians of Salamanca (tract. 17, ch. 3, punct. 2, n. 16).

III. For a clearer understanding of the preceding opinion, this must be observed: that the moving final cause is twofold — one proximate, which immediately excites the agent toward the effect to be produced; the other remote and universal, to which the acts of anyone of this kind are referred. When you vow alms to be disbursed to such a poor person, the relief of the poor person is the proximate final cause; the worship of God, toward which you direct the alms, is called the remote final cause. This remote final cause never ceases so as to excite the one vowing to make the vow; although the one vowing orders both his vows, and his other acts of virtue, toward the glory of God. The proximate final cause is likewise twofold. One is called the moving, or motive, cause, which really induces, and inclines, the mind toward such an act — say, toward almsgiving; and this must cease, in

order for the obligation of the vow to cease. The other is called the impelling, or impulsive, cause, which, like spurs, is added to one already running; this ceasing, however, the vow does not cease — since, just as it did not incline the mind to vow, so it cannot invalidate a vow already made. Finally, for the cessation of a vow it is required that the proximate cause, if it consists of several parts, cease fully and entirely. For if there are several proximate ends intended, and one should fail, the vow will not entirely cease; but only in that part which corresponds to the failing end — as to the other part, however, in which, though one end fails, another end subsists, it will remain whole and firm. Likewise, if the end ceases only for some interval of time, for that same time, and no longer, the obligation of the vow is suspended; but the end reviving, the obligation of the vow arises again as well. When doubt arises whether the impelling cause has ceased, or the moving cause in whole or in part, judgment must always be made in favor of the vow, so that the safer part be chosen.

IV. Question II. *Does a vow cease, the proximate moving final cause ceasing through the fault of the one vowing?* Response: Leander denies that the vow ceases (tract. 1, disp. 12, q. 6), on the grounds that no one ought to reap advantage from his own iniquity. For this opinion he cites Bonacina (disp. 4, q. 2, punct. 3, §1, n. 16), Trullench (Bk. II, ch. 2, dub. 4); and even Sánchez (Bk. IV, ch. 9, n. 13, and n. 45), where he teaches the opposite. The matter must be explained by examples, so that the truth may appear of itself. You vowed alms to be paid to a poor person within a month; you vowed to redeem a captive from captivity within two months. Through your own fault you do not fulfill the vow at the prefixed time. Before the elapsed time, the poor person dies, the captive dies. To whom ought you to pay the price of the alms? Certainly it does not seem possible to designate anyone in the case where the thing promised by the vow is rendered impossible, the end ceasing. The same we would now say, that we said in the preceding dissertation, ch. 9, §4, n. 6 — that a conditional vow does not cease at all, when the one vowing freely impedes the condition proximate to that same vow, even though this happens through the one vowing's fault. We said that no one ought to draw advantage from iniquity to whom such a payment of the vow would befall. Wherefore it seems, as it were, that it must be said that the vow ceases, the end of the vow ceasing, even if this occurs through the fault of the one vowing. What, then, if the poor person did not die, but became rich; if the captive obtained his liberty? Then the payment of the vow would be possible; the case would not then be so evident. In the case, then, in which the vow would have to be fulfilled, should the one vowing owe the price of the vow to the poor person now made rich, and to the captive now restored to liberty? I, indeed, do not see why alms should be given to a rich man, though he was once poor. In similar cases I would rather advise the one vowing to disburse to other poor people the alms promised to the aforesaid poor person, both in penance for his culpable delay, and so that, in whatever way he can, he may satisfy his vow. If the captive, having become free, is poor, the price destined by the vow for his liberty will have to be converted to that same man's sustenance. The same could be said, if the poor man had died — namely, that the alms ought to be disbursed to other poor people, since it seems safer, and lawful, to hold that alms once consecrated by vow can be lawfully and justly retained for such a purpose, especially given some fault of the one vowing on account of delay in paying the vow. Whenever, then, the fault... lies in the grave fault of the one vowing himself, when the end of his vow ceases, I would always oblige him to compensate for such a notable vow.

V. Question III. *Does a change of circumstances, which renders the promised matter, either in itself, or according to common estimation, different, suffice to invalidate a vow?* Response: The most common opinion affirms this, with St. Thomas (II-II, q. 110, art. 3): "*One who promises something, if he has the intention of doing what he*

promises, does not lie, because he does not speak against what he holds in his mind... He can, however, be excused for two reasons. In one way, if he promised what is manifestly unlawful... In another way, if the conditions of persons, and of affairs, have changed. For as Seneca says in his book On Benefits, for a man to be bound to do what he has promised, it is required that all things remain unchanged; otherwise, he was not lying in promising, since he promised what he had in mind, the due conditions being understood; nor is he unfaithful in not doing what he promised, since the same conditions no longer exist."

VI. Question IV. *What change of matter is to be called notable, such that it can dissolve the bond of a vow?* Response: Any change of matter whatsoever is by no means sufficient to invalidate a vow; otherwise all vows would be null, since all human affairs are subject to change. It is required, then, that the change be notable, that is, most grave, in order for the bond of the vow to be dissolved, and the obligation of the vow removed. What change, however, is to be called notable, and most grave, can scarcely be clearly defined. That change is commonly called notable which places the promised matter in a different state, according to the common estimation of men, such that customs, or laws, do not usually bind matter under such circumstances or difficulties. This change, moreover, must be evident and manifest; for if it is merely doubtful, it does not invalidate the vow. Therefore, if, the vow having been made, there occurs in its execution a danger to life, or to honor, or a detriment to some other matter of grave moment, then the vow ceases, all commonly hold. For it cannot be prudently presumed that the one vowing willed to bind himself in similar cases, unless he really foresaw such dangers when he made the vow — just as, if, the plague raging, someone made a vow to serve the plague-stricken, the vow would not oblige, having contracted the infection.

VII. Question V. *Does a change in the matter promised, which, had the one vowing known of it at the time he made the vow, would have kept him from the vow, invalidate the vow?* Response: The first opinion affirms this — since in a general grant those events are not included which, if the one promising had known them, he would have excepted from the promise itself; all the more since a promise never obliges beyond the intention of the promiser. Now the intention of the one vowing is that he did not wish to bind himself in such a difficult event. Besides which, in any law whatsoever there is room for equity, by which those events are excepted which the legislator, had he foreseen them, would have excepted. Now everyone vowing is a private legislator. Finally, St. Thomas himself seems to concede this opinion (Bk. IV, dist. 38, q. 1, art. 3, qc. 1, ad 1), where he has this: that one is freed from the obligation of a vow or oath if, had it occurred from the beginning, or been known, it would have impeded the vow from being made. The same opinion is defended by Navarrus (in the *Manual*, ch. 18, n. 3), Sylvester (s.v. *Votum*, 5, q. 17, near the end), Caramuel (*Fundamental Theology*, fund. 4, n. 1799), Molina (Vol. II, on justice, disp. 271, concl. 2 and 7, notable 51). St. Antoninus too is customarily cited (Part II, tit. 10, ch. 6, §5), but undeservedly: for the holy Archbishop has nothing there that favors this opinion.

VIII. The contrary opinion is more probable; indeed, absolutely considered, and more seriously weighed, it seems the sole true one. For if supervening difficulties were sufficient to alter vows, on the grounds that, had they been foreseen by the one vowing at the time of the vow, he would not have made it, then no promise, no contract, would stand at all, and human society would be disturbed. Since there are few contracts in which grave difficulties do not afterward occur, which, had the contracting party foreseen them, he would doubtless not have entered into the contract; and this occurs everywhere in any promises whatsoever; nor are the contracting parties, or promisers, for that

reason freed from their promises or contracts. The obligation of a promise, then, or of a vow, is not to be measured by whether the one vowing would not have promised, had he foreseen it, but by what he promised, and foresaw — this is wicked. You promised alms to a poor person, and did not foresee that you would find him such as you would least wish to have promised; nonetheless you are bound to stand by your promises, as all commonly teach. This opinion is defended by Cajetan (II-II, q. 88, art. 3), Sotus (on justice and law, Bk. VII, q. 2, art. 1, ad 3), Valentia (disp. 6, punct. 1), Suárez (Bk. IV, on vows, ch. 19), Navarrus (in the *Manual*, ch. 12, n. 39), Prado (ch. 31, q. 13, n. 5), Fagundez (Bk. II, ch. 31, n. 8), Sánchez (Bk. IV, ch. 9, n. 21), Leander (tract. 1, disp. 13, q. 3), the theologians of Salamanca (tract. 17, ch. 2, punct. 1). The solution to the arguments of the contrary opinion is easy. The rule of law is understood not of any difficulty whatsoever affecting the one vowing, but of a notable change of circumstances, of which we spoke above.

Wherefore a distinction must be drawn between those things which induce a notable change of the promised matter, and those which affect the one vowing himself. Often, the one vowing, when he makes the vow, foresees no difficulty, or only a slight one, concerning its execution and observance; and afterward, in the course of time, the thing promised by the vow remaining unchanged, he suffers grave difficulties, such that, had he foreseen them when he elicited the vow, he would, with few exceptions, have abstained from the vow. Is it to be said that he is therefore exempt from the vow? Far from it. No one, whose business it is to relax the rules of morals, would say this. Those changes which touch the matter subject to the promise, if they induce a notable and most grave change in it — a change which, had the one vowing foreseen, he would not have made the vow — render the one vowing free from the bond of the vow: and it is in this sense that the authority of St. Thomas must be understood — namely, whenever some impediment supervenes which, had it preceded the vow or oath, would have constituted matter unfit to induce the obligation, or would have rendered it unlawful, or useless, or impossible, this same thing invalidates the vow or oath already made. Three things, then, must always be kept before one's eyes in these cases: a difficulty arising from the condition of the one vowing, which, unless it renders him morally incapable, does not free him from the vow; a change not grave on the part of the matter, which likewise does not break the bond of the vow; and finally, a change which places the matter in a state morally quite different, and notable, which alone exempts the one vowing from the obligation of the vow. Equity has a place in rarely occurring events, or those that cannot commonly be foreseen. Future difficulties in the execution of vows are obvious to everyone, nor do they prevent vows from being made.

IX. Question VI. *A Religious, profession having been made, acquires a right to the royal throne — does he escape free of the bond of the vow?* Response: Certain Casuists have doubted this; indeed, Prado (ch. 31, q. 5, §17, in the appendix, ch. 33) reports that Caramuel teaches that this Religious becomes altogether free of the vow, and can enter marriage. But Prado is mistaken, since Caramuel expressly maintains the opposite (Part II, *Fundamental Theology*, fund. 89 of the second printing). What he taught in the first printing, which I do not have to hand, I do not know. The common opinion, then, is that the aforesaid Religious remains bound by his vows, since no change occurs on the part of the promised matter. Certainly, if he had foreseen that the right to royal dignity would come to him, he would not have made his solemn vows; nevertheless he does not thereby escape free of the vow. Very many who enter marriage, if they foresaw all the inconveniences that follow from it, would not contract marriage. Will marriages therefore be dissolved for this reason? But enough has already been said above on this matter.

Chapter III — On the invalidation of vows, and on those who possess the faculty of invalidating them

I. Invalidation of a vow is a certain annulment of the same, made by one who possesses dominating power. For "to invalidate" ["irritare"] means the same as to dissolve, to loosen, to render void, or to reduce to nothing. Invalidation is recognized as twofold: one they call direct, the other indirect, or improper. Direct, or proper, invalidation is an act of one possessing the power by which the bond of the vow is dissolved, or the vow is rendered entirely null. It is called an act of one possessing power, because it must proceed from one who has dominion over the person of the one vowing, or over that same one vowing's will — as a father over his children, and superiors over Religious. Indirect, or improper, invalidation looks to the promised matter, which impedes its execution; and it is called a suspension of the vow, rather than its invalidation. Hence the Pontiff can invalidate, or suspend, the vows of all the faithful — since he can prohibit the matter promised by vow; and then the vow remains suspended, so long as the forbidden matter persists. The prohibition of the matter removed, however, the vow revives, and presses the one vowing to its execution. It happens otherwise in the direct invalidation of a vow, which, once made void, never revives.

II. Since our discussion concerns the invalidation of vows, or of oaths (for the same reasoning applies to both), vows must immediately be distinguished, as must oaths. For some cease only in honor of God; others also for the utility of men. Again, a like distinction must be made among the latter. For there are some vows and oaths made to men, who acquire a right to the things promised, since such vows have been accepted by those in whose favor they were made; there are others — oaths, and vows made, indeed, for the utility and advantage of others, yet in such a way that those in whose favor they were made acquire no right in those same vows: either because they were not entirely freely made, but extorted by deceit, fraud, and unjustly instilled fear, and consequently remain in the power of the one vowing or swearing, for their revocation, if justice is considered — or because, though intimated, they were in no way accepted. Concerning the validity of a promissory oath we shall dispute elsewhere. Concerning vows, then, we shall now discuss only those which are made either to God alone, or to men, without conferring any right by such vows or oaths, on those acquiring the right.

III. Question I. *Is some cause required for the licit invalidation of vows?* Response: It is agreed among all that no cause is required for the valid invalidation of vows. They dispute, however, whether vows can be invalidated not only validly, but also licitly, with no cause occurring. Sotus denies this (on justice and law, Bk. VII, q. 3, art. 1, near the end), Medina (Bk. I, Summa, ch. 14, §7), Aragón (II-II, q. 88, art. 8), Sayr (in *Clavis Regia*, Bk. VI, ch. 10, punct. 16), Corrado (Part I, q. 298), Valentia (disp. 6, q. 6), Lessius (Bk. II, on justice, ch. 40, dub. 10, n. 70), Layman (Bk. IV, tract. 4, ch. 7, n. 18), Villalobos (Part II, tract. 34, diff. 17). As for its use, Sánchez (on the Decalogue, Bk. IV, ch. 24, n. 15), Corradus, Layman, and Villalobos. The reasons for this opinion seem sound enough. Invalidation is an act of jurisdiction; an examination, then, must precede, so that this act be judged fitting or not. For although the will of a subject is subject to the will of a superior, so that the superior may exercise dominion over it at his own whim, the subject is nonetheless not so subject that the superior may lawfully impede the good of subjects for whatever cause, and without reason. For no reason presents itself why superiors should be permitted to impede this, whenever that good is opposed neither to the best governance, nor to the common good, of the subjects. Finally, whether this power is

conferred for the benefit of the one vowing, as in Prelates and parents with respect to Religious and sons; or for the advantage of the one invalidating, as in masters with respect to servants; the vow of both the one vowing and the one invalidating is deemed to redound to the benefit of both — as in a husband with respect to a wife: always, then, according to reason, the vow must be judged such that it be invalidated for no cause whatsoever.

IV. The other opinion teaches that no cause is required for the licit invalidation of a vow. This is defended by St. Antoninus (Part II, tit. 11, ch. 2, §6), Sylvester (s.v. *Votum*, 4, q. 1), Cajetan (in his *Summa*, s.v. "Invalidation of vows"), Ledesma (dub. 2, concl. 4), Trullench (Bk. II, ch. 2, dub. 3), Ludovico López (*Instructions*, ch. 48), Navarrus (in the *Manual*, ch. 12, n. 73), Suárez (Part III, disp. 1, sect. 1, n. 8), Toledo (Bk. IV, ch. 18, n. 9), Azor (Vol. I, Bk. XI, ch. 17, q. 1), the theologians of Salamanca (tract. 17, ch. 3, punct. 3, n. 31), Leander (tract. 1, disp. 17, q. 5) and, cited in his work, Paludanus, Angles, Palacios, Ovando, Vega, Vivaldus, Béja, and others. The reason is that the vows of men who are subjects are always made under the tacit condition of the superior's consent; nor is that superior bound, by any right, to grant this consent, but he can, at his own arbitrary will, suspend and consequently invalidate the vows — just as, if someone promised alms from another's goods, under this condition, that the owner should be willing to consent, the owner can, freely, without any inquiry into a cause, deny his consent.

V. Each opinion is true in its own sense. For if it is considered thus, so to speak, that universal law itself, in nature, by which everyone is bound, the second opinion is true: for civil power alone, and not a fixed, particular action, is by nature indifferent — for whatever individual action is elicited must proceed from a rational and honorable cause. If, however, it is considered individually, by reason of some end which each one sets before himself, or an evil action, the first opinion is true: since no individual action is found indifferent. Invalidating vows, then, according to the quality of the end, becomes good or bad; some end, or a good reason, must move the superior to invalidate his subjects' vows. Therefore in practice a superior can never lawfully invalidate vows without a reasonable cause.

VI. Question II. *Is the faculty of invalidating vows a matter of positive or of natural law?* Response: The first opinion stands for positive law. Since the solemn vows of Regulars, which constitute the religious state, are said to be indissoluble by law alone, positive law; therefore they are called indissoluble only by ecclesiastical law. This is confirmed from the fact that certain vows made by Prelates of Regulars cannot be invalidated — as is the vow of transferring to a stricter religious order: chapter "*Licet,*" on Regulars. Therefore, that this or that vow can be invalidated, derives its origin from positive law. Finally, parents can invalidate the real and personal vows of their sons, before... they can no longer do so once the son has reached majority: since positive law so establishes. This opinion is defended by Vázquez (I-II, q. 96, disp. 165, ch. 4, n. 19), Lessius (Bk. II, on justice, ch. 40, dub. 1, n. 79), Sánchez (on the Decalogue... , ch. 24, n. 32), Castropalao (tract. 14, disp. 2, punct. 4), Bonacina (disp. 4, q. 2, punct. 7, §2, n. 15), Lezana (s.v. *Votum*). Leander and the theologians of Salamanca judge it probable — namely, that parents can invalidate the real and personal vows of their children before they reach puberty; but once they have reached puberty, their personal vows can no longer be invalidated.

VII. The contrary opinion is more probable, and, to me, true. St. Thomas teaches this (II-II, q. 88, art. 8, dub. 3, ad 1), where this is said. Sotus (on justice and law, Bk. VII, q. 3, art. 1), Cajetan (II-II, q. 88, art. 5), the theologian called Torre (II-II, q. 88, art. 8, dub. 3, §4, n. 4), Raphael de la Torre (disp. 4, n. 5), Prado (ch. 31, q. 13, n. 15), Suárez (Bk. VI, on vows, ch. 6, n. 1, and ch. 6, n. 4),

Trullench (Bk. II, ch. 2, dub. 19, n. 1), Pontius (on marriage, Bk. VII, ch. 5, n. 19), Ledesma (Vol. II, tract. 10, ch. 7, dub. 2, concl. 3), Garzias (Vol. II, tract. 10, diff. 6, dub. 7, punct. 2, n. 15), Pellizzari (tract. 3, ch. 4, n. 65), Leander (tract. 2, disp. 3, q. 21), the theologians of Salamanca (tract. 17, ch. 3, punct. 3, n. 16). The reason on which this opinion chiefly rests is what St. Thomas gives (II-II, q. 88, art. 8, in the body): "*Whoever is subject to another, in that in which he is subject, does not have the power to do what he wills, but depends on the will of another. And therefore he cannot firmly bind himself by a vow in those matters which pertain to the power of another, unless he to whose power he pertains does not object*." He repeats and impresses this same doctrine in reply to the first objection: "*And therefore he cannot in all things bind himself without the consent of his superior, since the notion of a vow cannot otherwise be preserved by the response, unless one who is placed under the power of another contradicts, so that, avoiding a disposition of his own, he might*."

VIII. Sons naturally are in the power of their father, as regards the disposition of their status; therefore the father can revoke their vows, by force of the natural law of paternal power. Finally, in the place cited — namely, II-II, q. 189, art. 5 — he has this concerning Religious subject to the power of a Superior: "The vow is under this condition, if he to whose power he pertains does not object." Sons, then, are subject in power... to their father, as regards the disposition of their state; and superiors are subject to that of natural and divine right, in that they hold power over Religious sons — that is, over the vow of obedience. In virtue of this dominion, then, superiors of natural, divine, and ecclesiastical right can invalidate the vows of their subjects, and Religious, and parents those of their children; the reason being the fruit of the same natural and divine right. Add to this that, once such a law is posited, natural and divine right arises. The institution of this or that superior derives from human and ecclesiastical law; the natural and divine right, nonetheless, is less prescribed by the form of the law, but is acquired once made — just as the consecration of a chalice is prescribed by ecclesiastical law, but once the chalice is consecrated, reverence and homage are owed it by natural and divine right. Although, then, the solemnity of vows arises from ecclesiastical law, once the solemnity of vows has been celebrated, the Religious is subject by natural law to the will of his superior — just as, by natural law, a wife is subject to the rule of her husband, although the solemnities of matrimony proceed from ecclesiastical law. From all this, the solution to the arguments alleged in favor of the contrary opinion is established. Nor does it stand in the way that ecclesiastical law forbids superiors to exercise power over certain vows of their subjects, as is plain in the examples adduced — since, as regards such vows, subjects are not subject to the dominion of superiors: the Church, so as to remove disagreements, declares that superiors cannot invalidate such vows.

IX. Question III. *To whom does the power of invalidating vows belong?* Response: Superiors are of various kinds, to whom the invalidation of vows pertains. So that the question may be clearly resolved, a distinction is needed. Some superiors possess dominating power over their subjects, as parents over children, masters over servants. Others have only the power of jurisdiction, or of direction, which is also called indirect. These points established, the resolution is easy.

X. First, it is false, what Jerónimo Lamas writes — namely, that the Supreme Pontiff can, with a reasonable cause, invalidate whatever a father, a guardian, a Prelate, and a master can invalidate. This opinion is false, and is commonly rejected by all, both theologians and canonists. Since it is agreed that the Supreme Pontiff, although all the faithful, of whatever voice they may be, are subject to him

as to the supreme Pastor and Head, does not have dominating power over all the faithful — that is, that they are subject to him as to a master; otherwise it would have to be said that no secular person could vow entrance into religious life, contract marriage, celebrate contracts, without the Pontiff's consent — just as servants cannot do these things without their masters' consent, nor sons without their parents' consent — which plainly departs from the truth. The Supreme Pontiffs, then, cannot directly invalidate the vows of the laity; but, a just cause occurring, they can only dispense them from their vows. The Pontiff, however, can invalidate the vows of Regulars and Nuns by a stronger and more immediate right — since he himself is the supreme and principal Prelate of all Religious. Likewise all the vows of Ecclesiastics which pertain to ecclesiastical benefices can be invalidated by the Pontiff. The vows, however, either of secular Clerics, or of laymen, he cannot directly invalidate, but only indirectly, by forbidding the matter.

XI. Bishops can invalidate the vows of Nuns subject to them — for over these they have dominating power. It must be judged otherwise concerning Nuns... indeed they cannot invalidate the vows even of their own Clerics, still less of laymen. For over these they do not exercise dominion, but only possess jurisdiction, or the power of direction.

XII. Only those, then, can directly invalidate vows who have the power called dominative over persons subject to themselves. For whoever are subject to another's dominion, either by reason of the person, or by reason of the goods which are subject to their promises, can establish nothing firm without their superiors being consulted; but a condition of the superiors' consent being obtained is included in all their promises. Wherefore the superiors of Regulars are not subject to the jurisdiction of the vows of Religious, nor can they invalidate the vows of exempt Regulars. Likewise, parents can invalidate the vows of their children, guardians the vows of their wards, curators the vows of minors, masters the vows of servants, husbands the vows of wives — since all these hold dominion over their subjects, by that power which is called dominative. From this it follows that no one can invalidate his own vows, since no one has dominion over himself.

XIII. Question IV. *Is a superior bound to have specific knowledge of the vows he is to invalidate?* Response: No one denies that a superior can, absolutely, invalidate the vows of his subjects, even without having a distinct knowledge of the vows. For it has been said above that no cause is required for validly invalidating vows. A fairly common opinion also maintains that a superior can invalidate not only validly, but also licitly — see what has been said above, n. 5. But although a superior can, absolutely and validly, do this, he is nonetheless always bound to act for some particular end, and prudently. In order, then, for a superior to invalidate his subjects' vows for a reason, and licitly, he ought to have knowledge of those vows. In this matter, however, scruple is to be avoided. For whatever cause is enough, in the opinion of all, for a valid and licit invalidation. We say, then, that knowledge of the vows to be invalidated is required, so that the superior may escape the mark of imprudence.

XIV. Question V. *Can a superior invalidate vows, the subjects resisting?* Response: The common opinion affirms this, and rightly. Since a vow made under the condition of the superior's future consent ought not to depend on the subject's will, so that the superior be bound to approve the vow according to the will of the subject. Whenever, then, it seems expedient to him, the subject dissenting, he can nonetheless invalidate the vows. Indeed, the superior can forbid subjects from making vows in the future.

Chapter IV — On the power which Prelates of Regulars have to invalidate the vows of their subjects

I. The common notion of invalidation having been dispensed with, I approach the declaration of particular invalidations. I will dispatch everything in a few words. From what has been said, it is established that regular Prelates can invalidate the vows of their subjects. Theologians dispute, however, whether all the vows of subjects, both internal and external, are subject to the power of Prelates; and who those Prelates are who possess the faculty of invalidating vows. I therefore propose the following little questions for resolution.

II. Question I. *Can internal vows of Regulars, which disturb neither the government, nor the observance of religious life, be invalidated by their Prelates?* Response: Several authors deny this. Cajetan (II-II, q. 88, art. 3, and q. 104, art. 5), Prado (ch. 31, q. 13, n. 31), Sánchez (Bk. IV, ch. 23, n. 6), Lessius (Bk. II, ch. 40, dub. 13, n. 39), Castropalao (disp. 2, punct. 5, n. 1), Armilla (s.v. *Votum*), Sylvester (s.v. *Votum*, 3, q. 3, at the end), and others. They seek to prove this opinion by the authority of St. Thomas — for he has this (II-II, q. 104, art. 5, in the body): "*In those things which pertain to the interior movement of the will, man is not bound to obey man, but God alone*." He impresses this same doctrine more forcefully in his reply to the second objection: "*Man is subject to God simply, as regards all things, both interior and exterior; and therefore he is bound to obey him in all things. Subjects, however, are not subject to their superiors as regards all things, but only as regards certain determinate matters.*" From this teaching, the reason is evident which shows this opinion to be true. Since regular Prelates possess dominating power over their subjects only insofar as they regard the observance of the Rule, and the governance of the order; and if they do not fully hold dominion over them, in things to which subjects are not subject to their Prelates, they lack this power of invalidating the internal vows of Religious. It seems plain, then, that Prelates can invalidate vows in those matters which fall under their governance, but not in those which touch neither the observance of the Rule, nor the government of the religious order.

III. The other opinion maintains that Prelates of Regulars can directly invalidate all the vows of their subjects, both internal and external. This is defended by Sotus (on justice and law, Bk. VII, q. 3, art. 4, dub. 2), Suárez (Bk. VI, ch. 24, n. 40; Vol. V, on Part III, disp. 4, sect. 2, n. 8; likewise Vol. V, on Religion, Bk. III, on vows, ch. 7, n. 5 and 9; also on the religious state, Bk. VII, ch. 7, n. 8), Prado (ch. 31, q. 13, §2), Bonacina (disp. 4, q. 2, punct. 7, §1, n. 26), Valentia (disp. 7, punct. 6, q. 5), Azor (Bk. XI, ch. 17, q. 16, and n. 17), Vázquez (I-II, disp. 160, ch. 4, n. 17), Tamburini (on law, Vol. III, disp. 18, q. 4, n. 6 and 12), Layman (Bk. IV, tract. 4, ch. 7, n. 6, concl. 1), Leander (tract. 1, disp. 21, q. 24), the theologians of Salamanca (tract. 17, ch. 2, punct. 4, n. 37), and many others. St. Thomas too seems to concede this same opinion (II-II, q. 88, art. 8, ad 1): "*No vow of a Religious is firm, unless it is by the consent of the Prelate*." This is indeed true, in this sense: that Prelates cannot either increase or diminish the vows of their subjects, nor prescribe anything beyond, or against, the Rule; nor can they in any way impose new burdens on themselves, since a subject is bound to the observance of the Rule by his solemn vow. Yet more easily can they render a subject unfit to fulfill these new burdens, which are dedicated to God, if these render him unfit to fulfill what the Rule prescribes. A Religious can elicit very many internal vows — of eliciting so many acts of divine love each day, so many of faith, and as many of hope, of reciting lengthy prayers, of genuflecting, and the like — all of which can, on account of the harm to his health, and the toll such vows may take, impede a Religious from properly discharging his Rule. Since, then, a Religious, by virtue of his profession, is subject to the

power of his Prelates, being wholly dedicated to God, he is subject to them even in this — that he cannot make firm vows, unless the consent to be obtained from the Prelates is taken into account.

IV. This opinion is more probable, indeed true. From this, what the first opinion alleges for itself is resolved. For it is true, what St. Thomas teaches, that a Religious is not subject to his Prelates as regards all things. It does not follow from this, however, that he is not subject as regards the making of vows. Subjects are subject to their superiors as regards certain determinate matters, says the Angelic Doctor — that is, as regards those things which are prescribed in the Rule and the Constitutions, and which are annexed to them. The sense of all this is that a Prelate cannot compel a subject to obey him in those things which are neither prescribed in the Rule, nor conduce in any way to the observance of the Rule. Not to belabor the point: a Prelate cannot, at his own whim and pleasure, oblige subjects to carry out things that exceed the bounds of the profession made. Similarly, it is said that the Church does not have direct power over internal acts, insofar as it prescribes or forbids something purely internal. Nonetheless, it by no means follows from this that she does not have the faculty of freeing subjects from some obligation, even an internal one. This invalidation of vows is not a burden, but a liberation, which the Prelate can grant, since... it looks to the good and benefit of that same subject. And although vows may be internal, the execution of vows, even internal ones, nonetheless can bring prejudice to the exterior discipline of the subject. This is established from what we have said. Our own opinion, then, is that a Prelate can invalidate any vows whatsoever of his subjects. Before, however, they are invalidated, the subject ought to observe them, since they are valid, according to what we have taught above, ch. 1, q. 1; and only when the cause is known can the Prelate invalidate the vows.

V. Certain vows, however, are excepted, which cannot be invalidated by Prelates — such as those which constitute a state, whether simple or solemn. For this reason, vows which are made in certain Orders — such as the vow of the Minims to abstain from meat, the vow of the Mercedarians to redeem captives, the four or five vows of the Jesuits beyond the three solemn ones — are in no way subject to the invalidation of Prelates. The vow, too, of transferring to a stricter religious order is not subject to the power of superiors; indeed, not even the Supreme Pontiff can invalidate such a vow of transferring to a stricter one, as theologians commonly teach — since, as Pontiff, he has no power at all of invalidating, but only as the supreme Prelate of all Religious. But as Prelate he cannot invalidate these vows, just as other Prelates cannot. If you wish more, read Sánchez (Bk. IV, ch. 33, n. 13).

VI. Question II. *Which Prelates of Regulars have this faculty?* Response: All superiors who possess ordinary power have the power of invalidating the vows of subjects — such as Generals in the whole Order, Provincials in the whole province, and Superiors, or Priors, of particular Convents or houses, who can invalidate the vows of all subjects, even guests remaining beyond a day there.

VII. Question III. *Can Legates a latere, and the Congregation of Cardinals, invalidate the vows of Religious?* Response: Concerning Legates a latere, Prado affirms this (ch. 31, q. 13, §1, n. 51). Concerning the Congregation of Cardinals on the discipline of Regulars, several teach the same. But it is more probable that neither Legates a latere, nor the Congregation of Cardinals, possess this power. Since they have only the power of jurisdiction over Religious, not dominative power. And although the Supreme Pontiff could delegate this power to them, it is by no means established that it has really been delegated to them. For the rest, in these matters practice must be followed. For if the aforesaid Legates and Congregations did invalidate vows, it would have to be said that the Pontiff had

delegated such power to them. It is agreed among almost all, however, that Cardinal Protectors do not have this power.

VIII. Question IV. *Do Prelates, or secondary Superiors, whom they are accustomed to call Sub-priors, Vicars, Proctors, and, among Monks, Priors, possess this power of invalidating vows?* Response: The common opinion teaches that, when the primary Prelates are present, these secondary Prelates enjoy no power of invalidating vows — since they are then mere coadjutors of the Prelates, and hold no dominion over the subjects. On the contrary, in the absence of the major Prelates, they succeed to their office, and become true Superiors of the subjects, who are bound, by virtue of their vow, to obey them as subjects, and to carry out their precepts. In order, however, for these secondary Superiors to enjoy this power, it is required that the primary Prelates be truly absent. For if they leave the house, to return the same day, or if they are absent for a short time within the same day, this, in common understanding, is not a true absence. Commonly, when they are absent from the Convents for one or another entire natural day, they are understood to be truly absent; and then the secondary Superiors truly possess the power dominant over the subjects, and can invalidate their vows, and impose precepts by right. All this is common ground among authors.

IX. Question V. *Can Abbesses, or Prioresses of Nuns, invalidate the vows of their Nuns?* Response: Some contend that they can invalidate only those vows which interfere with governance — since they possess only political and domestic power in relation to the household government; not so other vows which do not oppose the exterior government directly. The common opinion, however, defends the opposite — namely, that Abbesses and Prioresses can invalidate all those vows of their Nuns which Abbots and Priors, or Prelates in their Convents, can invalidate — because holy Nuns, no less than Religious men, vow obedience, and are bound to render it to their Abbesses and Prioresses, not only in domestic and political matters, but also, indeed chiefly, in those which concern the spiritual profession of souls. Prado (ch. 31, q. 13, §2, n. 44), Bonacina (disp. 4, q. 2, punct. 7, n. 26), Trullench (Bk. II, ch. 2, dub. 3), Lezana (Vol. II, s.v. *Votum*), Sánchez (Bk. IV, ch. 33, n. 19), Lessius (on justice, Bk. II, ch. 40, dub. 13, n. 105), Suárez (Bk. VI, ch. 7), Candido (disp. 25, art. 3, dub. 4), Raphael de la Torre (II-II, q. 88, art. 9, disp. 1, n. 6), Ascanio Tamburini (on law, Bk. III, disp. 32, q. 6), Pellizzari (Vol. II, tract. 10, ch. 7), Garzias (Vol. II, tract. 10, diff. 6, dub. 3, punct. 1, n. 10), Tamburini (on the Decalogue, Bk. III, ch. 16, §3, n. 31), the theologians of Salamanca (tract. 17, ch. 2, punct. 3, n. 12), and others.

X. Question VI. *Can Prelates of Regulars invalidate the vows of Novices?* Response: All commonly deny this. Novices, before they make profession, are their own masters, and neither the Prelates, nor their Masters who most directly bear their charge, hold any dominating power over them. They can, however, impede personal vows which interfere with the exercises and governance of the Novitiate; nor are Novices bound to fulfill such vows. Prelates, or Masters, can also suspend, by right, those vows which excessively burden Novices, for the time of the Novitiate. If, however, Novices, having left religious life, return to the world, the vows revive, and they are bound to fulfill them. Real vows which neither impede the administration, or governance, of the religious order, nor greatly burden the Novices — such as vows to disburse alms, and to dispose of their own goods — Prelates have no faculty either to invalidate or to suspend, or to impede.

[continuing] These vows, however, whether real or personal, can be commuted by the Prelates into other pious burdens. And this commutation would cease, if the Novice should leave the religious

order — since the commutation made is deemed to be only for the time of the Novitiate. All this is common ground. As for dispensation, however, it is agreed among theologians that the faculty of dispensing from such vows of Novices belongs to the Prelates, since they possess ecclesiastical jurisdiction over them.

Chapter V — Which vows of children parents, guardians, and curators can invalidate

I. Authors commonly dispute at what time the infancy of children begins. Some contend that it takes its beginning from the very animation of the fetus, and lasts until the seventh year — which they prove by the authority of Luke 1: "*For behold, as soon as the voice of thy salutation sounded in my ears, the infant in my womb leaped for joy.*" And in this the physicians seem to agree — Hippocrates, Galen, Celsus, and Zacchia, whom Narbona reports (Vol. VII, q. 1, n. 1). Others commonly maintain that the beginnings of infancy, taken in its proper sense, is birth. This disagreement is of no importance. That a fetus, animated by a soul, existing in the womb, can be called an infant, just as the Evangelist Luke himself calls it such, there is no room to doubt. For the rest, according to common usage, infancy takes its beginning from birth, and ends at the completed seventh year — for the seventh year does not include the preceding birth-day. The age of wardship, or non-puberty, begins at the seventh year, and ends, in females, at the completion of the twelfth year, and in males, likewise, at the completion of the fourteenth. Puberty of females begins at the twelfth year, and of males at the fourteenth, and, according to common law, ends both for men and for women at the completed twenty-fifth year. Within this interval, from the twelfth and fourteenth years up to the twenty-fifth, both women and men are called pubescent, and minors — just as, from birth to the seventh year, they are infants, and from the seventh year to the fourteenth, they are wards, or non-pubescent. Wherefore the office of a guardian, who is assigned to a ward, or non-pubescent, on account of the father's absence, ceases with the age of wardship, or non-puberty; just as the ministry of a curator, who is likewise appointed for a minor on account of the father's absence, ceases, the age of puberty, or minority, having elapsed, at the twenty-fifth year — although it not infrequently happens that, as has already been said, pubescent persons, or minors, are withdrawn from the power of a curator before the space prefixed by common law, by the Prince's favor. Much else would need to be said here concerning paternal power, and its effects; but you will find all this discussed in its proper place. I have wished only to touch upon those points here whose knowledge is necessary for grasping what we are about to say.

II. Question I. *Can parents invalidate the vows of non-pubescent children?* Response: Some contend that vows made before the time of puberty are invalid; for which opinion Sylvester is cited (s.v. *Religio*, 2, q. 15, and s.v. *Baptismus*, q. 3), where he indicates only that children can vow near puberty. The common, and true, opinion, however, teaches that vows made around the use of reason, which is commonly held to be the seventh year, are valid — for just as, once the light of reason shines forth, non-pubescent children can sin, so too can they vow. St. Thomas (II-II, q. 88, art. 9) teaches that a father can invalidate all the vows of his children, whether real, personal, or mixed, and even the vow of religious life itself, saying this: "*It must be said that if a boy or girl, before the years of puberty, does not yet have the use of reason, he can in no way bind himself by a vow to anything. If, however, before the years of puberty, he attains the use of reason, he can indeed (so far as it is in him) bind himself; but his vow can be invalidated by his*

parents, to whose care he remains subject." Angelicus speaks indiscriminately of all vows. There is no reason, then, why we should draw a distinction; since a stronger reason cannot be assigned for one vow over another. Indeed, it is worth adding... , that it seems fitting that such a feeble age, in all vows of the greatest weight, should be directed by another's will, and be subject to another's power. And although the light of reason may, in some children, shine forth abundantly before the years of puberty, this is nonetheless too rare an occurrence, and for the most part the opposite happens. But those things which commonly occur are to be attended to. St. Thomas's opinion is supported by Cajetan (there, and in his *Summa*, s.v. *Votum*), Sánchez (Bk. IV, ch. 18, n. 5), Suárez (Bk. VI, ch. 3, n. 6 and 7), Prado (ch. 31, q. 23, n. 61), Lessius (Bk. II, ch. 40, dub. 2, n. 18), Bonacina (disp. 4, q. 2, punct. 7, §2, n. 18), Trullench (Bk. II, ch. 2, dub. 35, n. 2), Layman (Bk. IV, tract. 4, ch. 7, n. 10), Tamburini (on the Decalogue, Bk. III, ch. 16, §3, n. 8), Leander (tract. 1, disp. 16, q. 32), the theologians of Salamanca (tract. 17, ch. 2, punct. 5, n. 45), and others commonly.

III. Question II. *Can parents invalidate the personal vows of their children who have attained puberty, even though these vows may exist under their father's power?* Response: Although both boys and girls, even after reaching puberty, remain under paternal power, the personal vows nonetheless which they make in that state of puberty cannot be invalidated by their parents, as regards those things which pertain to their own person — say, that he binds himself to religious life by a vow, or that he contracts marriage; but they can be invalidated insofar as they concern domestic dispensation, provided they do not disturb domestic governance. So St. Thomas says (II-II, q. 88, art. 8, ad 2): "*From the time a man comes to the years of puberty, if he is of free condition, he is master of his own person, as regards those things which pertain to his own person; but he is not master as regards domestic dispensation... Whence, concerning this he cannot do anything ratified, without the father's consent*." St. Thomas's opinion is subscribed to by Prado (ch. 31, q. 23, n. 45), Sylvester (s.v. *Votum*, 2, q. 6), Torre (II-II, q. 88, art. 8, dub. 4, qc. 6), Suárez (disp. 4, q. 6), Raphael de la Torre (n. 3), Valentia (disp. 6, q. 6, punct. 5, §2), Sayr (Bk. VI, ch. 5, n. 6), Trullench (Bk. II, ch. 5, n. 4), Leander (tract. 1, disp. 16, q. 81), the theologians of Salamanca (tract. 17, ch. 2, punct. 5, n. 46), and others commonly. Both parts of the question are established: namely, that a father cannot invalidate personal vows which do not interfere with domestic governance, but can, at his own will, break those which impede domestic government. This is established from the full and perfect use of reason as regards all those matters which properly look to the direction of the person. Vows, then, are ratified and firm which sons make in this state, when they are elicited by the full and perfect use of reason on the part of these sons. This is the one and only reason which entirely ceases, the state of non-puberty having elapsed, and the state of puberty arriving; for the state of puberty by its own nature constitutes the youth in possession of liberty, insofar as they concern the person only. The vows of non-pubescent children are subject to invalidation, then, precisely for this reason: that they lack full deliberation regarding matters affecting only their own person. This is the first part. The other part is no less manifest. For vows which disturb domestic governance ought to be submitted to paternal power under the condition of the father's future consent; since what is harmful to another (for vows disturbing domestic administration are of this kind) cannot stand without the father consenting, since he suffers damage. A father cannot, then, invalidate vows of chastity, of religious life, and of that state, once entered upon — vows of fasts, of prayers, and other such things which pubescent sons make, provided they are not so immoderate as to be contrary to domestic administration. Vows, however, of pilgrimage, of prayers, and of fasts, which would be contrary to paternal care, can be invalidated by the father.

IV. Vows made by sons in ward-status, or when non-pubescent, if they are confirmed by the sons themselves at puberty, are held ratified and firm, and are subject to no invalidation whatsoever — provided they are personal, and bring no harm to the father's power. In order for a vow to be said to be confirmed, however, it is not enough that the one vowing merely preserve it; but it is necessary that he ratify it with a new and explicit deliberation, so that he vow it anew, and add, as it were, force to the prior vow by a second act of vowing.

V. Question III. *Can the vows of non-pubescent children, once confirmed by the father, subsequently be invalidated by the father?* Response: Leander affirms this as more probable (tract. 1, disp. 16, q. 78), alleging for this opinion Sánchez, Fagundez, and Tamburini; nor does he produce any other reason, except that it is more probable that the father's confirmation does not stand in the way of his afterward being able to invalidate the confirmed vows — which reason, as is said, begs the question. He does, however, attempt to strengthen it by the parallel of Prelates of Regulars, who can always invalidate the vows of subjects which they have confirmed.

VI. The contrary opinion seems to me more probable, and it is defended by Suárez (Bk. VI, on...), Marcus of the office... (ch. 15 and 16), Sayr (in *Clavis Regia*, Bk. VI, ch. 5, n. 8), Roderiguez a Sacerdote (Vol. I, Bk. III, ch. 18), Filliucci (tract. 26, ch. 4, n. 133). That this is validly established is proven thus. Conditional vows, once the condition has been fulfilled, are ratified and firm. The vows which non-pubescent children make are conditional — namely, that the father consent. Since, then, once the father's consent has been obtained, the condition is fulfilled, they have full validity. Would not other conditioned promises of children, once the father's consent is added, become ratified? Why not, then, vows made to God as well? Whence is it held that a father can retract his given consent? In no contract, in no promise, does it happen that one who has given his consent freely, and as master, can, at his own pleasure, revoke it. The parallel of Prelates of Regulars does not conclude the matter — both because it is brought into dispute among theologians whether a Prelate, who has once confirmed a subject's vow, can invalidate it; and because the state is entirely different. A regular Prelate cannot confirm the vows of his subjects in perpetuity — since subjects are immediately under the power and dominion of the religious order, whose minister the Prelate is, not perpetually, but for a determined time. Wherefore he cannot deprive himself of the power of directing the subject for the advantage and benefit of the religious order. He can grant all that conduces to the common good of the religious order, but not what in some way harms the dominion of the religious order. Not to belabor the point: a Prelate is not an absolute master; and therefore he cannot give an absolute consent which he cannot retract. A father, by contrast, compared to his son, is an absolute master, and can give absolute consent; and what he has once granted, he cannot rescind. If a sufficient cause presses, the vow can be commuted, or dispensed by one having the authority.

VII. Vows made by illegitimate and bastard children can be invalidated by their father, unless they are placed under a guardian or curator — since, although the father does not have civil power over them, he is nonetheless bound by natural law to look after such feeble-aged children, lest they be burdened beyond what is just by the weight of vows. And in this the Doctors agree.

VIII. Question IV. *Are the real vows of pubescent children subject to paternal invalidation?* Response: St. Thomas affirms this (II-II, q. 88, art. 8, ad 1): "*The notion of a vow cannot altogether be preserved, when one constituted under another's power vows that which is under another's power, unless he to whose power it pertains does not object*." So long as sons are not of major age, or within the time of puberty, they are subject to

paternal administration, and can dispose of paternal goods by no right. Null, then, are their real vows, by which temporal goods are promised by vow, the parents' consent not being obtained. The same must be said of mixed vows, as regards that part which is real.

IX. Question V. *Can a father invalidate the real vows of children which concern goods of a military nature?* Response: Military property, or quasi-military property, as will be said in its own place, is under the dominion of the sons. Law "A son of the family," on gifts. Vows, then, concerning these goods can in no way be invalidated by the father, since they are not goods subject to the father's dominion.

X. Question VI. *Is the same to be said of vows made concerning acquired goods?* Response: When the acquired goods are under the dominion of the children, as they are... constituted, so that they, though pubescent, have not only dominion, but also administration, then the father cannot invalidate the vows of his children concerning such goods — since such vows bring no harm to paternal governance, being concerning goods altogether withdrawn from his dominion and administration. On the contrary, if the father had administration of these goods, then vows made concerning these goods by the son could be invalidated by the father, on account of the impediment to right administration.

XI. If a minor son had made a vow of going to Rome to obtain absolution from excommunication, the father could not invalidate it, unless there existed some privilege granted to Religious, by virtue of which absolution could be obtained without such journeys. The same is said of vows to go in aid of the Holy Land. This, however, must be understood as applying when pubescent sons could fulfill the vows at their own expense; for the father is not bound to contribute his own goods, by which such vows might be fulfilled. As for vows made by children after they have been freed from paternal power, and as to the time at which they are freed from paternal power, nothing needs to be said at present — since it is beyond dispute that vows made by sons withdrawn from paternal power cannot be invalidated by the father. That sons are not subject to their parents after the completed twenty-fifth year, as regards the eliciting of vows and the entering of several other contracts alike, is certain. Difficulties which can arise concerning the time when paternal power is dissolved will be untangled in their proper place.

XII. Question VII. *Can guardians and curators invalidate the vows of non-pubescent and minor children directly?* Response: Before I answer this little question, I preface that there is a difference between a guardian and a curator. A guardian is first appointed for the governing of the person, and then, secondarily, for the administration of goods; a curator, by contrast, is first put in charge of the administration of goods. A guardian is appointed for wards, or non-pubescent children, up to puberty, upon whose arrival his office ceases; a curator's status is afterward granted to minors up to the twenty-fifth year, at which point, according to common law, the time prefixed for such office elapses — although sometimes, by the Prince's privilege, this time ceases earlier.

XIII. We say, then, that both guardians and curators can invalidate the vows of non-pubescent and minor children, in the same manner that parents can rescind the vows of their children. For a guardian of non-pubescent children, or wards, whether male or female, is reckoned as it were a father, having care not only of their persons but of their goods. He can, therefore, invalidate both the personal and the real vows of the same. A curator can invalidate all vows of minors which interfere with his administration; but those which in no way harm his governance remain firm, and are not subject to invalidation by him. All this is understood even if the vows had been confirmed by an oath. After the completed twenty-fifth year, curators have no power at all over the vows of minors, since

minors are no longer such. If there are several curators of pubescent children, or several guardians of non-pubescent ones, each can invalidate the vows of subjects within the defined span of time. All this is common ground.

XIV. Vows made by a ward, or non-pubescent child, not confirmed after puberty is attained, even if they are personal, can a curator invalidate? Response: He can — since, although a curator is deputed primarily for the administration of goods, nonetheless the governance and direction of the person pertains to him secondarily. So think Sánchez, Trullench, Tamburini, Bassaeus, Leander. The opposite is taught by Suárez (Bk. VI, ch. 6, n. 24), on the grounds that a curator does not succeed in the father's place, and is given not for the person, but for goods. There is no need to spend more time in a longer discussion of this matter. To me, however, Suárez's opinion seems more probable.

XV. Question VIII. *Can a curator given to a spendthrift on account of his fault invalidate that same man's real vows?* Response: The common opinion affirms this — since all administration forbidden to a major is subject to the curator's dominion: therefore, whatever real vows the spendthrift makes, though ratified by vow, can be invalidated by the curator.

XVI. Question IX. *Does a mother have the power of invalidating the vows of her sons, or daughters?* Response: While the father is living, and present, the mother lacks the power of invalidating the vows of her sons and daughters. This is drawn, first, from Scripture itself; for in Numbers 30, the privilege of invalidating vows is attributed solely to paternal power, or to the father alone, with no mention made of the mother — though in fact there it is a matter of daughters, not sons, that is mentioned. The reason is that the father alone is head of the family. This is the more common opinion, defended by Navarrus (in the *Manual*, ch. 12, n. 64), Azor (Bk. XI, ch. 17, q. 3), Suárez (Bk. VI, ch. 6, n. 19), Sylvester and Paludanus there, Lessius (Bk. II, ch. 40, dub. 10, n. 78), Sánchez (Bk. IV, ch. 35, n. 58), Tamburini (Bk. III, ch. 16, §3, n. 21), Trullench (Bk. II, on the Decalogue, ch. 2, dub. 36, n. 2), Castropalao (disp. 1, on vows, punct. 7, n. 7), Raphael de la Torre (II-II, q. 88, art. 9, disp. 4, n. 8), Sayr (Bk. VI, *Clavis Regia*, ch. 10), Bassaeus (Vol. II, s.v. *Votum*, 2, n. 10), Leander (tract. 1, disp. 16, q. 118).

XVII. The contrary opinion is defended by Prado (ch. 31, q. 14, §4, n. 17), Filliarco (Vol. I, part 2, Bk. III, ch. 4). The theologians of Salamanca reject it as probable (tract. 17, ch. 2, punct. 7, n. 52). They say, then, that, the father living, or present, and a guardian assigned, or he being dead, the mother can invalidate the vows of non-pubescent children just as the father can, although this power resides principally in the father, secondarily in the mother. They add, too, that the mother can invalidate the real vows of pubescent sons, which interfere with her administration, in the same manner as the father. If, however, the real vows are concerning goods which are subject neither to the mother's dominion, nor to her administration, they cannot be invalidated by the mother.

XVIII. This opinion, insofar as it asserts that the mother, the father living, and present, can invalidate the vows of non-pubescent children, is supported by its own probability — since, in those matters which concern the direction and governance of children, natural power, rather than civil power, is to be considered. Now, although by civil law children are not under the mother's care, but the father's, who alone possesses paternal power over his sons, and can lawfully command them by right; nonetheless, by no means are they, by natural law, less subject to the mother as well. For the mother, by natural right, is bound to command her sons and daughters, and they are bound to obey her; which holds especially in the case of daughters. The mother, then, even with the father present,

will be able to invalidate and rescind their vows. This is confirmed by the parallel drawn from illegitimate children subject to the father: for although these are not subject to him by civil law, nonetheless, since he is their master by natural law, he can rescind their vows. Although, then, the mother does not have civil dominion over her sons, since she is nonetheless, by natural law, their mistress, she will be able to invalidate their vows.

XIX. These arguments are by no means to be despised. If, however, the matter is examined a little more attentively, they collapse of themselves. It is true that the mother is, by natural law, mistress of her sons and daughters, and that the children are bound to obey her, being subject to her. But it is likewise true that this maternal power is subject to the power of the husband. Therefore, the husband, or father, being present, she cannot exercise such power. Since, if there were several masters... compared with one another in such an order that one is superior, the other inferior, the inferior cannot exercise power in the presence of the superior. The mother's power over her children is subject to the father's dominion. Therefore, the father, or husband, being present, it cannot break forth into act. This is evident in any government whatsoever. The greater Prelate being present, an inferior Prelate (when both are set over the same household) can command nothing. And this is expedient to remove confusion, and the disturbance of order. The patrons of the contrary opinion affirm that paternal power resides, secondarily, in the mother — since, by natural law, even considering divine law, a wife is subject to her husband. If, then, paternal power resided in the mother too, the mother, the father being present, could not invalidate the vows of her children — for it is more probable that paternal power resides equally in the father and in the mother.

The conclusion, then, is that the mother, the father living and present, cannot rescind the vows of non-pubescent children.

XX. Question X. *Can a mother, the father dead, or far absent, dissolve the vows of her children, even if a grandfather, or a guardian or curator of the children, exists?* Response: Prado affirms this, with others. For the rest, when a grandfather, guardian, or curator of the son exists, the mother cannot invalidate the vows of her children — since she then exercises no power, either over the persons or the goods, but the whole administration resides with the grandfather, curator, or guardian. This is the more common, and more probable, opinion.

XXI. Question XI. *Can a mother, the father having died, and no grandfather or guardian existing, invalidate the vows of non-pubescent children?* Response: Azor denies this (Bk. XI, ch. 17, q. 7), with Vivaldus and Villalobos, and contends that only when instituted as guardian can she rescind the vows of children — not, then, as a mother, but as a guardian. The contrary opinion is more common, and true, as is established from what has been said. For, by natural law, the mother has dominion over her sons, and they are subject to her, and are bound to obey her command. Hence, the father dead, and the paternal grandfather and guardian being absent, the mother succeeds in the father's place, and the sons, being subject to her, are bound, by natural law, to look after the governance of her non-pubescent children.

XXII. What of the real vows of pubescent children? If the mother has not been instituted as curator, she cannot invalidate such vows. For if the father himself cannot invalidate the real vows of pubescent children which in no way disturb domestic administration, how much less can the mother, who, so long as she is not curator of pubescent children, can exercise no administration, since it would not be fitting for her to do so. Nor do we consider what the theologians of Salamanca say sufficiently proven (n. 50) — namely, that a pubescent son, destitute of a father and a curator, is as it

were a minor subject to his mother, and that she succeeds in the curator's place; wherefore, although the mother cannot invalidate a pubescent son's vows, she can nonetheless, as curator, invalidate the vows of pubescent children. But whence do they hold that the mother becomes, by her own nature, curator of pubescent children? This certainly can be drawn neither from natural law, nor from positive law. By natural law, indeed, the mother always, so long as she lives, has precedence over her children, and is superior to them; and they are bound to venerate her, and honor her with obedience; but that she should be their curator, so as lawfully to undertake the administration of goods, is asserted without any foundation.

XXIII. Question XII. *In the absence of parents, guardian, and curator, can grandfathers, grandmothers, and other ascendants invalidate the vows of non-pubescent, or minor, children?* Response: The grandfather and grandmother can invalidate those vows which we have said the mother can dissolve — since they succeed in the parents' place, and non-pubescent children are bound to obey them. See Suárez (Bk. VI, ch. 6, n. 12), Sánchez (Bk. IV, ch. 35, n. 82), where he reports Paludanus, St. Antoninus, Sylvester, q. 2, punct. 5, §5, n. 18. Bonacina teaches the same (disp. 4...), Tamburini (Bk. III, ch. 16, §3, n. 21), and several others. The grandfather and grandmother, however, the father living, can in no way invalidate the vows of grandchildren — since the paternal power of the grandfather and grandmother is remote, and can have a place among grandchildren only when the father, to whom the sons are proximately subject, and whom, so long as he lives, they are bound to obey, is absent. All this is clear, and common ground.

XXIV. Question XIII. *Can a guardian, curator, or mother invalidate the vows of non-pubescent children, once puberty has elapsed, even after many years, just as a father can invalidate the vows of children?* Response: A father can invalidate the personal vows of non-pubescent children, not confirmed at puberty, even after very many years, even after emancipation, and marriage contracted. But a mother, or curators, cannot do this once the twenty-fifth year has elapsed — since after this time they no longer succeed in the father's place, nor do they have any dominating power over the sons.

XXV. Question XIV. *Can masters of disciples, owners of servants, masters of household staff, invalidate the personal vows made by these in their minority?* Response: Suárez affirms this (Bk. VI, ch. 6, n. 23), Sayr (Bk. VI, ch. 5, n. 18), Tamburini (Bk. III, ch. 16, §3, n. 32), Lessius (Bk. II, ch. 40, dub. 20, n. 78), Layman (Bk. IV, tract. 4, ch. 7, n. 10). The contrary opinion, however, is more probable, and more common — since neither masters, nor owners, nor teachers have dominating power, whether natural or civil, over servants, household staff, or disciples. By what right, then, have they obtained this power? Not by natural right, not by civil right. Therefore by none. This opinion is defended by St. Antoninus (Part I, tit. 11, ch. 2, §6), Sylvester (s.v. *Votum*, 4, q. 2, dict. 2), Margarita (s.v. *De irrit. vot.*), Sánchez (Bk. IV, ch. 35, n. 14), Bonacina (disp. 4, q. 2, punct. 7, §2, n. 11), Fagundez (Bk. II, ch. 33, n. 12), Prado (ch. 31, q. 13, §4, n. 83, and §5, n. 90), Trullench (Bk. II, ch. 2, dub. 38, n. 7), Leander (tract. 1, disp. 16, §7, q. 126), Castropalao (tract. 15, disp. 2, punct. 5, n. 1), the theologians of Salamanca (tract. 17, ch. 2, punct. 4, n. 54), and others.

Chapter VI — On the vows of wives

I. Question I. *Can a husband invalidate all vows which his wife makes after the contracting of marriage?* Response: The first opinion denies this, and is defended by St. Antoninus (Part I, tit. 1, ch. 22, §6), Sylvius (II-II, q. 88, art. 9, near the end), Sylvester (s.v. *Votum*, 5, q. 1), Grassis (Part I, decis., Bk. II,

ch. 19, n. 8), Valentia (I-II, disp. 6, q. 6, punct. 6), Navarrus (ch. 12, n. 65), Sayr (Bk. VI, ch. 5, n. 8), Layman (Bk. IV, tract. 4, ch. 5, n. 12), Suárez (Bk. III, ch. 6, n. 26, and Bk. VI, ch. 4, n. 2), Azor (Bk. XI, ch. 17, q. 12), Bonacina (disp. 4, q. 2, punct. 7, §2, n. 12), Trullench (Bk. II, ch. 2, dub. 35, n. 2), and others. The reason for this opinion is valid enough. A husband can invalidate those vows which concern matters subject to his power; for a wife is not subject to her husband in all things, but only in those which regard the marriage, the education of children, and the governance of the household. Therefore only those vows can a husband invalidate which are repugnant to this subjection, and to the administration of goods, and disturb this order... ; but not others, which in no way disturb those which we have reviewed. This is confirmed by the fact that a wife's subjection to her husband arises from the contract and sacrament of matrimony. This, moreover, induces not a total subjection, but only that which is necessary for this end, or which conduces to it. Therefore the husband can only rescind those vows which stand in the way of this end.

II. The contrary opinion is taught by no fewer authors. Sotus (on justice and law, Bk. VII, art. 4, dub. 1, concl. 1), Prado (ch. 31, q. 13, n. 93), Raphael de la Torre (II-II, q. 88, art. 9, disp. 4, q. 5), Candido (disp. 25, art. 11), Aragón (II-II, q. 88, art. 1, dub. 5), Sánchez (on marriage, disp. 39, n. 8), Fagundez (Bk. II, ch. 38, n. 2), Villalobos (Vol. II, tract. 34, diff. 21, n. 4), Ledesma (on marriage, q. 64, art. 1), Diana (Part III, tract. 4, resol. 20), Leander (tract. 16, q. 127), Tamburini (Bk. III, ch. 16, §3, n. 48), the theologians of Salamanca (tract. 17, ch. 2, punct. 6, n. 58).

III. This opinion is established, first, by the authority of Sacred Scripture. St. Paul (Ephesians 5:22): "*Let women be subject to their husbands, as to the Lord: because the husband is the head of the wife, as Christ is the head of the Church... but as the Church is subject to Christ, so also let the wives be to their husbands in all things.*" Just as, then, all the members of the body depend on the head, and the Church is subject to Christ in all things, so the wife will be subject to her husband in all things. This is confirmed from the chapter "*He was not willing,*" and the chapter "*Manifest,*" cause 45, q. 5, from St. Augustine, and from the final chapter there, from St. Ambrose, on Paradise, ch. 10, where this is found: "*It is most evident that a Religious is subject to his Prelate, as regards his own operations, according to the profession of the Rule, so that no vow of abstinence, or of religious conversation, may be advanced by him without the Prelate's license*" — just as, indeed, neither is the vow of a girl living in her father's house, unless it is with the father's consent — nor of a wife, unless it is with her husband's consent, valid. And thus also the husband can invalidate all his wife's vows, whether real or personal. Since, although the subjection of a Religious to his Prelate is of a different order from the subjection of a wife to her husband, both subjections nonetheless admit an equal amplitude, and are for the fostering of mutual love.

IV. Each opinion is probable. And if the two opinions are compared with one another, it scarcely appears to me which prevails. I incline, nonetheless, toward the first, which, all things weighed, seems to me more probable — indeed, as regards certain vows, it does not have room, which the Treatise does not have... What is expedient for the tranquil governance of the household between spouses, God... [this text is corrupted/garbled here in the OCR — the argument concerns why a Prelate can invalidate all a Religious's vows, since no time exists in which the Superior might not occupy him, whereas a husband's rights over his wife are narrower]. Finally St. Thomas (II-II, q. 88, art. 9, ad 3) teaches the same...

The second opinion seems to me false. For the theologians of Salamanca, with the other authors cited, teach for that opinion that a husband can dissolve all, and whatever, vows made by his wife,

whether personal or real, no differently than (as they say) a Prelate can invalidate all the vows of his subjects. This assertion is false; for the real vows which wives make concerning their paraphernalia can in no way be invalidated by the husband. Since, over the paraphernalia of a wife, which are goods outside the dowry, the husband has no dominion at all. The wife, then, can vow, and distribute, these at her own pleasure. As to this point, then, the opinion of these authors is indeed false.

V. The same must absolutely be said of personal vows which in no way directly interfere with the mutual duty of the spouses — such as vows concerning certain prayers to be recited (provided, however, they are not too lengthy, nor such as would disturb conversation with the husband), concerning the rejection of superfluous and vain adornment, concerning the avoidance of spectacles and dances, concerning the avoidance of second marriages, if she should survive her husband, concerning entrance into a Monastery, and the like. Since these are in no way inconvenient, or harmful, either to the mutual love of the spouses, or to the governance of the household, or to the education of children. This opinion, besides those cited in n. 1, is defended by Natalis Alexander (Bk. IV, on the Decalogue, art. 24), La Croix (Bk. III, part 1, art. 1, n. 493), Antoine (tract. on the virtues, 2nd precept, ch. 3, n. 90), Felix Potestas (Vol. I, part 2, ch. 3, n. 1780), Patritius Sporer (tract. 3, on the 1st precept of the Decalogue, ch. 3, sect. 2, §2, n. 27), Francisco Schmalzgrueber (Vol. IV), and several others.

VI. The arguments of the contrary opinion are easily solved. The text of the Apostle Paul establishes only that wives are subject to husbands in all those matters which concern external governance, and mutual love. The canonical text, too, speaks of vows of abstinence, of religious conversation, and the like, as can be seen from the same words, as anyone who reads can confirm. St. Thomas too speaks of vows contrary to the exterior governance of the household. For, speaking of a Religious, he says that, since a Prelate can prescribe something to him at any hour whatsoever, therefore no vow of his is valid, unless it is ratified by the Prelate. To the reasoning it is answered that, by virtue of marriage, a woman is subject to her husband in all those matters which concern conjugal rights, but not in others. For fostering marital love, it suffices that the wife can do nothing without consulting her husband, from among those things which could disturb this love, and the matrimonial estate. The parallel drawn from the religious state suffers from falsity. For whence, indeed, do the theologians of Salamanca gather that the subjection of a wife to her husband is of the same amplitude, and equal extension, as the subjection of a Religious to his Prelate? A wife has dominion over her paraphernal goods; and can administer, and distribute, and disburse the same. Who would say that the same is granted to a Religious? Not only, then, is the subjection of a Religious to his Prelate of a different, but of a higher order and greater amplitude, than that of a wife to her husband, as has been more fully discussed elsewhere.

VII. Question II. *Can a husband invalidate the vows and oaths of his wife concerning commanded works?* Response: According to our opinion, a husband cannot invalidate his wife's vows concerning hearing Mass, keeping the fast, not lying, not fornicating, making confession, and the like. The reason is clear from what has been said.

VIII. Question III. *Can a husband invalidate a vow of not requesting the marital debt, made by his wife without his consent?* Response: The more common, and more probable, opinion denies this — since, as regards the right of requesting and rendering the conjugal debt, husband and wife are equal; for, as regards this particular act, the husband is not the head of the wife, as Durandus excellently notes (Bk. IV,

dist. 38, q. 1, art. 1, n. 5). It should nonetheless be counseled that the wife abstain from this vow — since, if not directly, it nonetheless in some way conduces to diminishing conjugal benevolence, and mutual love. For if the husband perceives that his wife is bound by such a vow, his affection toward her is somewhat estranged.

IX. Question IV. *Can a husband invalidate a vow of chastity which his wife made with his consent?* Response: Leander affirms this, defending it as more probable (tract. 1, disp. 16, q. 130), where he praises, for the same opinion, Sánchez, Diana, Sotus, Ledesma, and others. But according to the principles we have set forth above, this opinion seems to us not at all probable. For if a husband cannot, without consulting her, dissolve a vow of chastity made by his wife, how much less will he be able to invalidate a vow which he has already once approved! Whence, I ask, or from what right is it drawn, that a husband can retract a consent once deliberately given? In whatever other matters this retraction would be unjust — why not in the case of a vow as well?

X. Question V. *When each spouse, by mutual consent, vows or swears chastity, can a husband invalidate his wife's vow?* Response: Certainly he cannot — since each has, by mutual consent, yielded his own right; therefore neither has any further power of revoking a promise deliberately made to God, any more than in other promises.

XI. Question VI. *If, after a vow of chastity made with deliberate and mutual consent, the spouses have carnally and sacrilegiously come together, can the husband invalidate his wife's vow?* Response: Sánchez affirms this (on the Decalogue, Bk. IV, ch. 34, n. 37), Castropalao (tract. 15, disp. 2, punct. 6, n. 6), Leander (tract. 1, disp. 16, q. 132). This opinion seems to me false, and improbable. Nor do these authors seem consistent with themselves. They subscribed to the preceding little question, that spouses cannot dissolve a vow of chastity made by mutual consent. Then they now teach that the husband can dissolve it, once the sacrilegious union has been carried out. Shall these spouses, then, reap an advantage from their own iniquity? So long as they lead a celibate life, they cannot break the vow; and, the vow once violated, will the husband have the right, or faculty, of invalidating the vow? But, say the theologians of Salamanca (n. 59), whose supporters accede to this opinion, this mutually-consented contract... can be dissolved by mutual consent. This would be true, if the contract concerned only the contracting parties themselves. But this contract has been made perfect through a vow dedicated to God, and is thereby consecrated; and therefore no liberty remains to the spouses of rescinding it. The spouses, indeed, have, by virtue of mutual consent, the liberty of vowing; but once the mutual consent has been given through a vow, they no longer have the liberty of revoking it, even if they should mutually consent to do so.

XII. What if the spouses merely granted each other license to vow, without specifying the kind of vow? Then it would have to be judged otherwise. For license, by its own nature, savors neither of perpetuity, nor is it irrevocable. One who grants a license is always presumed to have granted it subject to revocation at will. The license, then, being withdrawn, the husband could invalidate his wife's vow. It must be noted, however, that if the spouses, with deliberate mind, mutually granted each other license for eliciting a perpetual vow of chastity, or for vowing chastity absolutely, with no condition attached, then they could no longer revoke the license, or consent already given — as we have already taught above — for the general reason that it is no longer within the free faculty of the one consenting to retract deliberate consents once given, in whatever matter.

XIII. Question VII. *When each spouse, by mutual consent, vows religious life, can either one alone, or both together by mutual consent, invalidate this vow?* Response: Neither one alone, nor both together, can dissolve the aforesaid vow. For this vow includes perpetual continence, and the dissolution of the marriage as regards the marriage bed. The same must be said, when, by mutual consent, one vows religious life, the other chastity. This is the most common opinion, and true.

XIV. Question VIII. *Can a husband invalidate vows which his wife made before the contracted marriage, to be fulfilled, however, after marriage has been entered into?* Response: The more common, and more probable, opinion denies this — since these vows, considering the time when they were made, were free of every condition, and thus are absolute vows. The husband, then, has no power at all over their validity; but he can only suspend them, insofar as they would be inconvenient to the conjugal duty. The same must be said of vows made at the time of a legitimate divorce: if the spouses are mutually reconciled, the husband can by no means invalidate such vows, but only suspend them — since, when the wife made them, she was free from the law, and from the power, of her husband.

XV. Question IX. *Can a husband invalidate vows which the wife makes, to be fulfilled after the marriage has been dissolved?* Response: Leander, Tamburini, and several others whom they cite affirm this. But the negative opinion is more common, and more probable. For here the vows in no way interfere with matrimonial right; nor does the husband have any dominion, after death, over that woman who was once joined to him by the bond of marriage. And although the vow is made at a time when the wife is subject to her husband, yet, as regards this matter, she is by no means subject to him, as is established from what has been said. If, the first husband having died, the wife passes to a second marriage, the second husband will be able to invalidate all the vows which the first husband could have invalidated, provided they were not confirmed during the period of widowhood.

XVI. Question X. *Can a wife invalidate any of her husband's vows?* Response: Sotus, Ledesma, Azor, and others deny this. The common opinion maintains that a wife can rescind those vows of her husband which are repugnant to matrimonial right. The cited authors, denying this faculty to the wife of invalidating her husband's vows, differ from the common opinion only in words — especially Sotus, who, in Bk. VII, on justice, q. 3, art. 1, verse "Extra hanc materiam," discusses this matter. For he decides that vows which a husband makes to the prejudice of the wife's rights are null, and therefore do not need invalidation. From this it is established (whatever the truth of this opinion may be) that authors commonly agree that a husband, without consulting his wife, cannot make vows to the detriment of the conjugal duty. The cited authors refuse to grant the wife the faculty of invalidating her husband's vows, on the grounds that she is subject to him as to a head. But this, if examined closely, is no obstacle. The man is head of the woman, and her master. This, however, in no way prevents the wife from retaining dominion over certain goods. Is not the wife mistress of her paraphernal goods? But by how much greater a right does she enjoy the conjugal matter itself? In this right the spouses are equal; nor, as regards this, is the man the head, or master, of the woman. Wherefore whatever vows made by the husband, if they interfere with the matrimonial duty, the wife can invalidate. St. Thomas excepted, in his own time, a vow of pilgrimage to Jerusalem in aid of the Holy Land — since, he says (Bk. IV, dist. 31, art. 4, ad 1), the wife ought to be willing to remain continent for a time, in aid of the necessity of the universal Church. The same would now have to be said, if a similar reason of public utility should occur, whether temporal or ecclesiastical — such as

the defense of the homeland, or a war against those attacking religion. Other vows likewise, which do no harm to matrimonial right, the wife cannot invalidate.

XVII. Question XI. *Can a wife invalidate a vow made by her husband not to request the debt?* Response: Layman, Trullench, Henríquez, and others affirm this — since wives would be compelled, contrary to the modesty implanted by nature, always to request the debt themselves. But this reasoning is too feeble. Since a wife has no right at all to oblige her husband to request the debt. She cannot oblige him to request it, but only to render it. It suffices that the husband always be ready to pay it when asked. Although, then, he be bound by a vow such that he cannot request it (to which, indeed, he is not otherwise bound), he must nonetheless always be ready, and prompt, to render it, whenever requested. This opinion is true, and several defend it. Such vows, however, are to be discouraged both for husbands and for wives.

XVIII. Question XII. *Would the aforesaid vow of a husband be lawful, a prudent man foreseeing?* Response: For the most part, and almost always, it would not be lawful, and this vow would be quite burdensome; since it would expose the wife to too great a danger of violating it, and of sinning, since she would have to lie in another bed without her spouse's consent. For the rest, such a close cohabitation could perhaps present this danger.

XIX. Question XIII. *Can a wife invalidate a vow which the husband has made of taking up the habit of an Eremite, or of some religious order?* Response: Authors commonly affirm this — since such a vow prejudices the wife: for the assumption of the habit brings horror, and diminishes conjugal love; indeed, it paves the way to a separation of hearts. Neither spouse, then, can, without the other's consent, change from lay habit into the habit of an Eremite, whether religious, of St. Francis, St. Dominic, etc., nor make a vow of commuting it; and if such a vow has been made, either has the right to invalidate it.

XX. Question XIV. *Can a wife invalidate her husband's vows of disbursing ample alms, of pouring out lengthy prayers, of undertaking frequent fasts?* Response: Since the husband has the absolute administration of the household, and of all domestic goods, it is plain that the wife cannot dissolve the aforesaid vow of alms, even if it should redound to the detriment of the family, if such a vow touched the wife's own goods; on this score there would be no harm, nor would it need invalidation — just as, likewise, there would be none, if it damaged justice, by squandering goods. For vows, like oaths, are not bonds of iniquity. Vows, however, of prayers and of fasts so frequent that they would weaken the husband's body, and render him unfit for rendering the debt, the wife ought to invalidate, as harmful to matrimonial right.

XXI. Question XV. *Can a wife invalidate a vow of a long pilgrimage made by her husband?* Response: The common opinion affirms this — since it would be to the wife's prejudice, as has been said above. A vow of pilgrimage to Jerusalem, or a similar one, made for the temporary public good, is excepted. Concerning the pilgrimage to Jerusalem, this is held in the chapter "*From many,*" verse "*In so great,*" and the chapter "*Which, concerning this,*" on vows. It must be judged otherwise, if the vow were made for the sake of merely arbitrary devotion, as would now be the case. For now the husband would not enjoy the benefit of that canon — since there is now no cause of going to Jerusalem for the sake of recovering the public good. Although, even then, when husbands used to make such a vow for the Holy Land, theologians disputed whether a husband could lawfully fulfill the vow in person, when the wife did not wish to accompany him, and was very young, and, being absent from her husband,

remained exposed to the danger of incontinence. Many denied that the husband could fulfill the vow then, since by the law of nature he is bound to satisfy the debt previously contracted. But now there is no occasion for disputing this. It has been said above, and we say again, that the wife is bound to continence for the sake of some grave public good to be defended, or lost good to be recovered. But these cases occur most rarely; and therefore we abstain from a more lengthy discussion.

XXII. Vows made by a husband before marriage can be suspended by the wife, if they are repugnant to matrimonial right; they cannot, however, be invalidated. Those which were made after marriage, with the express license and deliberate consent of the wife, cannot be invalidated — whatever others may say.

Chapter VII — On the power of masters over the vows of servants

I. A distinction must be drawn between household staff and slaves. "Household staff" are called those who, hired for a set wage, serve their masters, being otherwise their own masters, or constituted under paternal power, or that of a guardian. Their vows do not depend on their masters' will, but are firm, and ratified, no regard being had to the masters' will. Masters can only suspend the vows of household staff, if these impede the service owed them; and the servants themselves can either defer the execution, or leave their masters. Of these, then, there is no discussion at present.

II. Slaves, properly received, are chattels reduced into slavery. These slaves enjoy no liberty; and therefore we inquire concerning their vows. The first opinion contends that all the vows of slaves are subject to invalidation, which can be established from the law "The final," on promises, where it is said: "*For a son of the family, or a slave, without his father's, or master's, authority...*" St. Thomas seems to concede to this same opinion (Bk. IV, dist. 38, q. 1, art. 1, qc. ult., ad 3): "*A slave, indeed, is not obliged by his own authority — for he does not have any time exempt from his master's service, and therefore no time is free to him in which he might do whatever he likes. And because every vow must be fulfilled within some time, therefore, just as a slave, so too a Religious cannot make any vow without the consent of his superior.*"

III. The second opinion maintains that no vows of slaves can be directly invalidated by masters. Since, although the bodies of slaves are subject to their masters, their souls are nonetheless not subject to their dominion. Nonetheless, masters can indirectly invalidate the vows of slaves, insofar as these can interfere with the homage and service owed to themselves.

IV. The third opinion teaches that masters can invalidate all the vows of slaves, the vow of chastity excepted — since all vows, except the vow of chastity, need some interval of time for their execution.

V. Let me dispatch this matter in a few words. A master has the right to slavery, and homage, to be rendered by the slave to himself. A master can invalidate all those vows which impede this. The reason is evident: he has the right that the offices of slavery be rendered to him by the slave. Those vows, then, which are repugnant to this right, are subject to invalidation, since they are subject to the master's dominion. The Angelic Doctor teaches this (II-II, q. 104, art. 5, in the body), where he has this: "*Man is bound to obey man in those things which are to be done exteriorly by the body; in these, as regards the nature of the body, man is subject to man, as when servile works are performed. But man is not bound to obey another man in those things which pertain to the nature of the body, but is bound only to obey God — because all men are naturally equal, as, for instance, in those things which pertain to the sustenance of the body, and the procreation of children. Whence slaves are not bound to their masters, nor sons to their parents, to obey them in the*

matter of contracting marriage, or of preserving virginity, or in anything else of this kind. But in those things which pertain to the disposition of human acts and affairs, a subject is bound to obey his superior according to the ground of the superiority — as a soldier to the leader of the army in matters that pertain to war; a slave to his master in matters that pertain to the performance of servile works; a son to his father in matters that pertain to the discipline of life, and domestic care; and so on for others." In these last words the Angelic Doctor gives a universal teaching applicable to all who are subject to a superior's power, and teaches that the vows of those who are subject to superiors are valid, whenever they do not interfere with the right owed by rendering [service]. St. Thomas's opinion is subscribed to by Sotus (Bk. VII, on justice, q. 3, art. 1, ad 1), Navarrus (in the *Manual*, ch. 12, n. 64), Suárez (Vol. II, on Religion, Bk. III, on vows, ch. 7, n. 19, and Bk. VI, ch. 3, n. 1), Azor (Bk. XI, ch. 16, q. 8), Sayr (Bk. VI, *Clavis Regia*, ch. 5, n. 7), Lessius (Bk. II, ch. 40, dub. 10, n. 81), Valentia (II-II, q. 88, disp. 6, q. 6, punct. 6), Bonacina (disp. 4, q. 2, punct. 7, §1, n. 7), Prado (ch. 31, q. 13, n. 89), Tamburini (Bk. III, ch. 16, §3, n. 45), Leander (tract. 1, disp. 16, q. 151), Sánchez (Bk. IV, ch. 36, n. 2), the theologians of Salamanca (tract. 17, ch. 2, punct. 7, n. 63), and several others.

V (cont). It is customarily disputed whether this invalidation of vows is to be called direct, or indirect. But the disagreement is of no importance. Since, according to the various notions which each person fashions for himself, he defends a different opinion. As seems more likely to me, it ought rather to be called indirect invalidation — since masters have no dominion over the will of slaves, but only over their matter, or their bodily operations subject to the vow. But there is no need to discuss this at greater length.

VI. Masters, then, cannot invalidate the vows of chastity, of prayers, or of fasts of their slaves, which do not interfere with the service owed; nor vows concerning the observance of divine and ecclesiastical precepts; nor vows to disburse alms from goods over which the slaves have dominion; nor vows made at the time of slavery, but to be fulfilled after liberty has been obtained; nor, finally, vows made before slavery, but only these can they suspend. What is to be said of the master's wife? If the slave belongs to the master's wife, over whom she has not only dominion, but also administration, and if he pertains to her paraphernal goods, she can invalidate the vows of the slaves in the same manner as the husband. Wives of masters, however, cannot absolutely invalidate the vows of slaves, since they exercise only the governance of the household belonging to their husband, who alone can invalidate the vows of slaves for this reason: that they are inconvenient to this governance.

VII. Sons of the family who have slaves as goods pertaining to their military allowance, over which they have both dominion and administration, can invalidate their vows, since they are true and absolute masters — provided, however, the sons of the family are pubescent. It must be judged otherwise, if the slaves pertain to the professional allowance; for then only the father, who has dominion and administration of such an allowance, can invalidate their vows. If, however, the slaves pertain to the acquired allowance, then too the father alone can invalidate their vows, and the son, since he is master, if the vow is against the dominion: in which case both the father, as administrator, and the son, as master, will be able to dissolve the vows of the slaves' dominion of such an allowance. A ward, and a minor, if he lacks a guardian and curator, cannot invalidate the vows of slaves; it must be judged otherwise, if he has a guardian or curator.

Chapter VIII — On the relaxation of vows by force of dispensation

I. Those matters which pertain to the force, nature, and notion of dispensation, having been discussed in passing in the book on laws, you will find there. Wherefore, setting all these aside now, I propose immediately the little questions to be resolved, which pertain directly to our present undertaking.

II. Question I. *Does the Church possess the faculty of dispensing from the obligation of vows, and of oaths?* Response: All Catholics commonly say yes; and this is drawn from Matthew 16: "*To thee I will give the keys of the kingdom of heaven; whatsoever thou shalt bind upon earth, it shall be bound...*", and Matthew 18: "*Amen I say to you, whatsoever you shall bind upon earth, shall be bound also in heaven...*" Since these words are general, and indefinite, whoever should attempt to restrict them, and narrow them down to certain debts only, to be relaxed, would do so wrongly. This assertion is also established from the chapter "*On pilgrims,*" "*It is not,*" and the chapter "*From much,*" on vows and the redemption of vows. That this is so, the Angelic Doctor confirms by this reasoning (II-II, q. 88, art. 10): "*One who vows, in a certain way, establishes a law for himself, binding himself to something which is, in itself, and for the most part, good. It can nonetheless happen that, in some case, it may be either simply evil, or useless, or an impediment to a greater good — which is against the very notion of that which falls under a vow. And therefore it is necessary...*" that it be determined, in such a case, that the vow is not to be kept. And if indeed it is determined absolutely that some vow is not to be kept, this is called dispensation from the vow; but if, instead of what was to be kept, something else is imposed, it is called commutation of the vow. Whence it is a lesser thing to commute a vow than to dispense from it. Each, however, consists in the power of the Church."*

III. Question II. *To whom does the faculty of dispensing from the obligation of vows belong?* Response: This power resides with the Prelates of the Church. Which the Angelic Doctor declares in these words (II-II, q. 88, art. 12): "*A vow is a promise made to God concerning something that is acceptable to God. What, however, is acceptable to him to whom the promise is made, depends on his own judgment. The Prelate, however, bears the person of God in the Church; and therefore the authority of the Prelate is required in the commutation, or dispensation, of vows, so that it may be determined, in the person of God, what is acceptable to God — according to that saying (2 Corinthians 2): 'For what I have pardoned, if I have pardoned any thing, for your sakes have I done it in the person of Christ.' And he says pointedly 'for your sakes,' because every dispensation sought from a Prelate ought to be sought for the benefit of the subjects.* Since, then, vows are made in homage to God, it is plain that Prelates can relax such vows — for the Prelates bear the person of God. Moreover, since he who bears the person of Christ can remit whatever has been promised in homage to himself, it follows that God, whose place the Prelate holds, can [dispense].

IV. This power is spiritual, and of jurisdiction, not of order. Wherefore a Bishop-elect, though not yet marked with sacred orders, can dispense in vows, provided he is confirmed; for the faculty of relaxing vows pertains only to ordinary jurisdiction, and to ecclesiastical persons — since this power looks to the exterior governance, and government, of the Church.

V. Question III. *What is dispensation from a vow?* Response: According to the common definition, it is the removal of the bond of a vow, made in God's name by one having spiritual jurisdiction, in the external forum, for some reasonable cause. The definition is clear enough that it needs no explanation.

VI. Question IV. *How is this removal of the bond effected?* Response: Theologians commonly dispute how this removal of the bond occurs. Many contend that the Pontiff, and the other Prelates, relax the very divine and natural right — which occurs, they say, when a superior recognizes that a vow is firm and ratified, and obligates even in this particular case, but nonetheless, for a grave cause, rescinds and removes such an obligation resting on natural right. For Sánchez (Bk. IV, *Summa*, ch. 37, n. 19) maintains that dispensation in a vow is a true relaxation of natural and divine right, which the vow used to oblige by. Since, indeed, the faculty of dispensing has been granted to the Church by Christ the Lord, of relaxing, in truth, the obligation of natural and divine right, not by human will, but by dispensing in general, so that this right does not oblige; but in the particular occurring case, relaxing its obligation for a just cause. This manner of speaking seems to me harsh, and unpleasant. For if ecclesiastical power can truly relax divine natural right, why not also the bonds of the sacraments? Why not, indeed, dissolve marriage itself? Which does not sound well to pious ears.

VII. We must adhere, then, to the teaching, and to the modest and cautious manner of speaking, which the Angelic Doctor uses (II-II, q. 88, art. 10, ad 3): "*It must be said that, just as by natural right, and by divine precept, man is bound to fulfill a vow, so too he is bound, by the same right, to obey the law or command of his superiors. When, however, a dispensation is made in some human law, it does not happen that a human law is not obeyed — which would be against the law of nature, and the divine command; but it happens that this which was law is not law in this case. So too, by the authority of a dispensing superior, it happens that this which was contained under the vow is not contained, insofar as it is determined, in this case, that this is not fitting matter for a vow. And therefore, when the Prelate of the Church dispenses in a vow, he does not dispense in the precept of natural or divine law; but he determines that which fell under the obligation of human deliberation, which could not foresee everything*." This doctrine is more cautious, safer, and truer. For the Angelic Doctor speaks according to the sense of the Fathers and of the Church herself, which he grasped better and more excellently than many later Casuists and theologians. But more on this in its proper place.

VIII. Question V. *One who possesses the faculty of dispensing from vows — can he also commute them?* Response: Our discussion is not about those Prelates who are endowed with ordinary power in dispensing vows — since there is no difficulty concerning them: for it is established that all these can both dispense and commute vows. Since commutation is a lesser thing than dispensation, whoever can dispense can, by a stronger right, commute. Dispensation pertains only to delegates, who, by virtue of a privilege granted by a superior, are furnished with the faculty of dispensing — as when the Supreme Pontiff grants a bull, a jubilee, or some other indult, to ministers of the sacrament of penance, of dispensing in vows. Some deny that the faculty of commuting can be inferred from the grant of dispensing. Sánchez (Bk. IV, ch. 43, n. 4 and 5), Valentia (I-II, disp. 6, q. 6, punct. 7), Azor (Bk. XI, ch. 10, q. 4), and others. They are led to this opinion by the fact that these faculties are of different kinds, and thus one is altogether disparate from the other, and the one is in no way comprehended under the other. Whence they conclude that one who grants one does not, by that very fact, grant the other.

IX. The contrary opinion, however, is more common, and more probable — since the principle on which that opinion rests lacks truth. Dispensation, and commutation, look entirely to the same relaxation of a vow; although dispensation is broader than commutation itself. Whence, then, do they gather that these things are disparate, and of a different kind? No other diversity, indeed, intervenes between these two faculties, except that dispensation is superior, and extends more widely;

commutation, however, is inferior, and more limited. For the rest, they are within the same kind of relaxing a vow, with this sole difference: that dispensation relaxes more, commutation less. Now, from the rule of law, 34: "What is more, contains what is less, though not vice versa" — it holds that when the greater is granted, the lesser is also contained under the same kind. And this opinion is taught by Sotus (Bk. VII, on justice, q. 4, art. 3), Prado (ch. 31, q. 15, n. 48), Raphael de la Torre (II-II, q. 88, disp. 1, n. 7), Castropalao (tract. 15, disp. 3, punct. 14, n. 4), Barbosa (on the power of the Bishop, Part II, alleg. 87, n. 11), Lessius (Bk. II, ch. 20, dub. 16, n. 103), Suárez (Bk. VI, ch. 12, n. 4), Layman (Bk. IV, tract. 4, ch. 8, n. 20), Diana (Part 5, tract. 5, misc. resol. 25), the theologians of Salamanca (tract. 17, ch. 2, punct. 9, n. 11).

Chapter IX — To whom, by ordinary right, the power of dispensing in vows belongs

I. The dispensation of vows, which, as has been said, is a fruit not of order, but of spiritual jurisdiction, pertains to all, and only to, Prelates of the Church who have jurisdiction over subjects. Wherefore neither secular Princes, nor Abbesses, or Prioresses, nor Parish priests, nor simple Priests, possess the faculty of dispensing in vows — since they are not simply Prelates, nor do they have spiritual jurisdiction in the external forum.

II. This power can be delegated, or committed, to all Priests, and Clerics marked with the first tonsure, provided they are not married. For the power of dispensing is of jurisdiction, not of order. But because it is spiritual, and ecclesiastical, it can reside only in an ecclesiastical person. A Cleric adorned with the first tonsure is an ecclesiastical person; for he can indeed be made a Bishop's Vicar General, absolve from excommunication in the external forum, and inflict excommunication. A married Cleric, however, is not reckoned an ecclesiastical person, but only enjoys the privilege of the canon, under certain conditions, to be explained in their proper place; on this account this faculty of dispensing cannot be granted to a married Cleric, since the ecclesiastical laws can moderate, amplify, and restrict all these things according to the opportuneness of the times.

This power resides, first, and in general, in the Supreme Pontiff, as the supreme and universal Pastor of the Church, and as the Head, and Vicar of Christ, to whose office it is annexed by ordinary right; then, in Council, in the Pontiff's Nuncios with respect to a whole province or kingdom, in Archbishops, Bishops, in the Cathedral Chapter, the See being vacant, in those having quasi-episcopal jurisdiction, in the Supreme Pontiff's Grand Penitentiary, in Legates a latere, and can, for a reasonable cause. The Supreme Pontiff, however, can also, all things reserved, [do so] with respect to Abbots and all Prelates of Regulars, over their subjects.

III. All these possess, by ordinary right, with... their subjects, both personal and real vows, the reserved ones excepted, of which more below. Cardinal Protectors of Orders, however, cannot, by ordinary right, dispense in vows — since, as such, they do not have jurisdiction over designated subjects.

IV. The vows of a community can be dispensed by the Bishop, if a just cause occurs, if the discussion concerns those who made the vows in a solemn manner. Successors, however, who did not vow, but who are bound to the vow, not by force of the vow itself, as has been said above, but only by the precept and law of the Bishop, can be dispensed at the same Bishop's discretion. Wherefore neither

those vowing, nor the people, can, without consulting the Bishop, exempt themselves by right from the vows or oaths of a community.

V. Question. *Can one who has the power of granting a dispensation from a vow to others also apply this same privilege to himself?* Response: Our discussion is about all those whom we have established can, by ordinary right, dispense in vows with their subjects — whether they can likewise dispense with themselves. It is agreed among all that the Supreme Pontiff can, since he has no superior to whom he might have recourse — so that, just as he chooses a confessor for himself for the absolution of sins, so too he might confer upon that same confessor the power of dispensing with him in vows. Concerning other Prelates, there is disagreement among theologians.

VI. The theologians of Salamanca (tract. 17, ch. 2, punct. 9, n. 79) maintain that any Prelates who can dispense with others can use this same privilege with themselves. For this opinion they praise Sánchez, Bonacina, Bartolomeo a San Fausto, Fagundez, Tamburini, Azor, Rodríguez, Trullench, and Francisco Suárez. The matter is not of such weight that I should examine all these authors. As for Suárez, whose authority I always hold in great regard, he not only does not defend this opinion, but, in express words, teaches the opposite in the very place cited by the theologians of Salamanca themselves — namely, Vol. II, on Religion, Bk. VI, on vows, ch. 11, n. 5, where he has this: "*If, however, it is a regular Prior, Guardian, and the like, he is to be dispensed by the Provincial; the Provincial by the General, or Commissary, if he has one; and finally an inferior is to be dispensed by a superior: since a superior has jurisdiction over an inferior Prelate, and not the reverse, nor does the same one have it over himself. The supreme Prelate of a religious order, however, such as a General, is to be dispensed by the whole religious order, which is superior to him.*" Concerning Bishops, he writes this at the end of the preceding number: "*Even if, therefore, the custom of Bishops extends such a faculty, they depend, by ordinary right, on the Pontiff in this dispensation — since they are subject to him in spiritual matters.*" Martínez de Prado too, whom the theologians of Salamanca allege in their own favor, supports this contrary opinion, when recourse to a superior is open — which the cited Trullench also affirms concerning Superiors of Regulars (Bk. II, ch. 2, dub. 38, n. 17). It is more probable to us, then, that all Prelates, in dispensations of vows, ought to have recourse to their respective superiors, as it is said — since no one is a judge in his own cause, nor can anyone truly and properly exercise jurisdiction over himself. The reasoning of the contrary opinion — that otherwise these Prelates would be of a worse condition than their subjects — is of no weight. Since both these Prelates, and their subjects, although of different rank, are equally subject to the laws in this manner. Wherefore, just as subjects must be dispensed by their immediate Prelates, so these Prelates must be dispensed by Prelates of a higher order.

Chapter X — On the power of Prelates of Regulars in dispensing vows

I. Those things that are common to all subjects, which Regulars can dispense with their subjects — namely, the General throughout the whole Order, the Provincial throughout the whole province, and the superiors of houses throughout the whole family — need to be prefaced along with what Bishops can do with the subjects of their diocese. Since, compared to their own subjects, all these have quasi-episcopal jurisdiction; whence they can likewise delegate this same power. Just as, then, they can impose censures, and absolve from them, so too they can dispense in all vows, five excepted, over which they have no power. Indeed, the power over these five vows would be superfluous here: for the

first two are in no way subject to Religious; but the vows of chastity, and of religious life, cannot be dispensed by Prelates, and would be null if attempted.

II. Question I. *Can secular Prelates dispense in the vows of subjects made with the license of major Prelates?* Response: It has been said above that Prelates cannot invalidate the vows of subjects made with their license, without cause, though several think otherwise. As to dispensation, however, there is no difficulty, that those Prelates who have granted the license themselves can dispense in the vows — since this does no detriment to the spiritual jurisdiction granted. Concerning vows made with the license of major Prelates, the opinion of theologians is not unified.

Some deny that an inferior Prelate can dispense in such vows. The common, and true, opinion affirms that he can — since, although the license granted by a superior Prelate withdraws the vow from the dominating power of the inferior Prelate (wherefore an inferior Prelate cannot invalidate it), it by no means withdraws it from the spiritual jurisdiction of the inferior Prelate; and consequently he can dispense in such a vow.

III. Question II. *Can regular Prelates dispense with their Novices in vows?* Response: The common opinion affirms this, a few authors denying it. Since regular Prelates have spiritual jurisdiction over their Novices: to govern and direct them pertains to the Prelates. Add to this that Novices enjoy the privileges of the religious order. The same power, however, resides also in the Bishop — since a Novice is not altogether exempt from episcopal jurisdiction, before he makes his profession. The Bishop of a Novice is that Bishop in whose diocese the Novice resides.

IV. Question III. *Can regular Prelates dispense with their subjects in a vow of transferring to a stricter religious order?* Response: It has been said above that this vow is not subject to the invalidation of Prelates. That a Prelate can dispense from it, however, is held by the common opinion, provided a reasonable cause is present — namely, that the Prelate dispensing prudently judges that his subject will more easily attain the perfection of his state in his own order, than if he should migrate to another religious order. A distinction is needed, however. Either the one vowing lives in a milder religious order, which nonetheless keeps its own profession exactly, and in this case the Prelate can, without doubt, dispense in the vow of transferring to a stricter order, when he prudently, and on solid grounds, judges that his subject will better attain evangelical perfection in his own religious order; or the religious order is not milder, but laxer, either in the observance of the Rule, or gravely collapsed. Let me explain the matter more clearly. In a position of grave relaxation, a Prelate cannot absolve a subject, this dispensation having been made, from the danger of withdrawing himself from the debt to which he is bound, of transgressing his own profession, and observing the laws in that Order where the observance of laws scarcely flourishes at all. Wherefore, granted that... the religious order in which the Prelate could place himself, so too, then, the Prelate is not able to dispense from the vow of transferring to a stricter order, or to another where the Rule prescribed. He can absolve him from the resolve, or debt, of not sinning; but he cannot free him from the debt of transferring to a stricter religious order — just as he cannot free him from the debt of restraining himself from sins.

V. Hence authors must be read cautiously who assert everywhere (as may be seen in the theologians of Salamanca, tract. 17, ch. 2, punct. 11, n. 91) that Prelates of Regulars can also dispense those who have made a vow of entering a stricter religious order, so that they may embrace a laxer one. For if the discussion concerns a laxer order — that is, one collapsed from regular discipline in substantial matters — their teaching is most false, since it is not even lawful for young men to enter such

religious orders in the first place. The privileges of Eugene IV, which are commonly adduced, are apocryphal, nor do they pertain to the matter to which they are dragged.

VI. Neither in solemn vows, nor in vows which affect the very state proper to a religious order, and which are, as it were, singular prerogatives of such an Order, can Prelates dispense. Hence the vows of abstinence in the Order of the Minims, of restraining poverty in the Society of Jesus, of never seeking honors, of not soliciting dignities outside the religious order — which are made in certain Orders — can never be relaxed, or loosened, by Prelates. All this is common ground, such that scarcely anyone disagrees.

Chapter XI — On the power of Prelates of Regulars, and of Confessors, in dispensing the vows of secular persons

I. We undertake to handle an exceedingly tangled matter. The man who first called into dispute the moral question of whether Regulars have the faculty of dispensing in the vows of secular persons is not... Treatises on privileges reserved to the Supreme Pontiff, in which power to dispense ordinarily in all these matters an Episcopus can, by his own [jurisdiction, over his own subjects].

This opinion — namely, that Regulars can dispense in the aforesaid vows — is defended, as though set almost beyond all controversy, by the authors commonly to be cited: Sánchez (on the Decalogue, Bk. IV, ch. 43, n. 5), Rodríguez (Vol. I, Regular Questions, q. 63, art. 3), Miranda (Vol. I, q. 8, art. 3), Aragón (II-II, q. 88, art. 11, concl. 8), Ludovico López (Part 1, ch. 1), Sayr (Bk. VI, ch. 11, dub. 17), Lessius (Bk. II, ch. 2, dub. 5, n. 1), Tamburini (Bk. III, ch. 16, n. 46), Pellizzari (*Manual of the Regular Rule*, tract. 8, ch. 3), Fagundez (Bk. II, on the Decalogue, ch. 41, n. 11), Machado (Vol. IV, tract. 3, doc. 1, n. 1), Bartolomeo a San Fausto (Bk. III, *Thesaurus*, art. 95, in *Clavis*), Castropalao (tract. 15, disp. 2, punct. 13, n. 3), Trullench (Bk. II, q. 173), Candido (unique disp., dub. 1), John de la Cruz (Bk. II, ch. 6, dub. 8, concl. 2), Villalobos (Vol. II, tract. 34, diff. 29, n. 1), Mendo (disp. 26, on the crusade bull, ch. 2, n. 30), Bassaeus (s.v. *Votum*, 7, n. 10), Quintanadueñas (Vol. II, tract. 5, singul. 19, n. 2), Martín a San José (on the Rule of St. Francis), Diana (tract. 6, Part VI, resol. 50), Leander (tract. 2, disp. 3, sect. 3, and tract. 17, disp. 3, sect. 2, q. 135), Antonio a Spiritu Santo (in the *Directorium of the Regular Rule*, tract. 2, n. 80), Patritius Sporer (tract. 3, on the 2nd precept of the Decalogue, ch. 2, n. 30), the theologians of Salamanca (tract. 17, ch. 2, punct. 11, n. 94), Vidal (on vows, inquiry 31, n. 77), La Croix (Bk. III, part 2, q. 130), Henrique a San Ignacio (Vol. II, Bk. X, ch. 28), Constantino Roncaglia (tract. 8, on the 2nd precept, ch. 4, q. 9, resol. 2), and other authors commonly.

II. They allege many privileges in confirmation of their own opinion. The first is that of Innocent VIII, who, they say, granted the Mendicants the power to dispense in all vows in which Bishops can, excepting vows of pilgrimage beyond two days' journey. Now two days' journey is twenty leagues, according to Rebuffi, on privileges, Scholastic Privilege 161. This privilege, says Leander, is reported by Rodríguez, Tomás Sánchez, Basilio of León, Tamburini, and other Doctors commonly. One would have believed that the aforesaid authors would report the words of the Bull itself, and the place where it is preserved. But they do not produce a single word of the Bull; rather, they merely cite it in exactly the same manner as Leander himself does. Rodríguez alone reports the words of certain bulls, from a compendium of the privileges of the Mendicants.

III. The second privilege is that of Martin V, who granted the Benedictines the power to dispense in all vows, even those reserved to the Bishop. Eugene IV granted this same thing to the Congregation of St. Justina, in the bull "Etsi quoslibet," etc., and to the Cistercians of the regular observance in the kingdom of Castile, in the bull "Commissum," 22, in Rodríguez. Leo X granted the same to the Benedictines of Monte Oliveto, and to the Camaldolese, in the bull "Etsi a summa." Paul III granted it to the Fathers of the Society, in the bull "Cum inter cunctas," 7, in Rodríguez — privileges which Gregory XIII also extended to sworn vows. Likewise Sixtus IV in the bull "Ad universalis," 12, and Paul IV in the bull "Ex clementi," 5, in Rodríguez and Cherubini.

IV. These privileges are reported by Henrique a San Ignacio, following other authors. This author has shown himself too easy in his accounts, and, with no examination undertaken beforehand, presents the aforesaid privileges to his readers just as they came to him from others. But all these are either suspect, not to say plainly apocryphal, or altogether diminished — that is, they do not grant the faculty of dispensing, but only of commuting vows. It is worth undertaking an examination of these.

V. As I have indicated, more recent theologians present the reported privileges as though subject to no doubt at all. The first, and almost the only ones, who brought them forward as documents, are Lezana, Martínez de Prado, and Passerini. Prado (Vol. II, ch. 31, on vows, q. 14, §2, n. 79) himself, having reported these privileges here, thus concludes: shown, suspected, apocryphal. Therefore, in a matter of such importance, I would prefer that this power be undoubted; or that it be established with such probability, that it could be practiced without scruple. In the meantime, I would advise that we make use only of the faculty of commuting vows, and abstain from the use of the power of dispensing in vows, which does not exist, or is not established with certain conjectures, except with limitations.

VI. This most learned, cautious, and prudent theologian, however, Leander charges with excessive scrupulosity, who, in disp. 17, q. 135, after reporting the bulls, cites the authors, and copies their words, and adds this: "*But he is certainly too scrupulous about the probability of the opposite: for he trembles to fear where there is no fear, as will be evidently established.*" To dismiss further fears, then, he too gives a fairly lengthy account. But Prado insists that the fear about them is not sufficiently allayed for him. To this Leander responds thus: "*But what, because it is not established for you concerning the truth of these bulls of the Pontiffs which are cited, must one abstain from the faculty of dispensing? This would be true, if it were not established even for other most learned men, most versed in the matter of privileges. But it is established, as we have seen. Let Prado, then, believe this — as I most gladly believe, and hold most firmly — that the said Regulars can dispense in all vows,*" etc.

VII. Anyone would be persuaded that Leander, speaking so confidently, had brought forward testimonies so clear that Prado, and all the others, would be compelled to give them full credence. And yet he offers nothing beyond citations of authors, who, mutually accepting each other's assertions on trust, produce a very large number of witnesses who, in a matter of fact, have no authority at all — although scarcely a single one shows that he has seriously examined the bulls himself... Scarcely one of these most learned men shows that he has seriously weighed the bulls himself; but one has cited the same things from another. Wherefore one need not much wonder at the audacity of Leander, who rebukes Prado for laboring, with a rare and pointless scrupulosity, to obscure all the privileges which the Mendicants enjoy concerning the dispensing of the vows of secular persons. It was Leander's task to shed some light, and to bring illumination, so as to dispel

the darkness which Prado sought to cast over the privileges of the Mendicants. For that cloud of Casuists does not suffice to illustrate the truth of the matter, unless legitimate documents are produced that establish what is in dispute. But, setting aside these tedious trifles, let us come at once to the point, which alone suffices to make the matter clear.

VIII. Eugene IV, in the year 1436, in a constitution given at Bologna, whose beginning is "*Etsi quoslibet,*" and which is found in the Cassinese Bullary of the Congregation of St. Benedict, and in the old Bullary of the Order of Preachers, granted this faculty to the reformed Monks in individual cases, according to the custom prescribed by the Rule: "*Moreover, to commute all vows, and, in all matters, even those reserved to Ordinaries, whether by synodal or provincial constitutions, to dispense in every case — except censures, penalties, vows, and cases concerning which the Apostolic See ought rightly to be consulted.*" This privilege is what all the cited authors allege, to show that Regulars have the power of dispensing. And yet it is plain that Eugene IV grants only the faculty of commuting vows, and afterward, in reserved cases, of dispensing — as anyone reading the actual words of the cited constitution can confirm before his own healthy eyes. This Rodríguez himself openly admits (q. 63, art. 3), as do Lezana and Passerini, who examine the aforesaid words.

IX. Miranda was perhaps the first, as Passerini notes (Vol. II, q. 187, art. 3, inspect. 4), to amplify the aforesaid constitution. He says: "We are in a favorable matter; therefore the text is to be extended to dispensation." How feeble this reasoning is, no one fails to see. For, as the common axiom holds, bulls are worth only what they say. In another constitution, which the same Eugene IV granted to the same Benedictine Monks, whose beginning is "*Regularem vitam*" (9, in the Bullary of Cherubini), not a word is found that expresses the faculty of dispensing in vows, but only of dispensing in reserved cases. These are the words of the constitution: "*And to dispense over all cases, except those sins and cases concerning which recourse must be had to their own Ordinaries by these same Confessors,*" etc. In this constitution, another constitution, "Etsi quoslibet," is also praised, and the same is more fully explained. It is evident, moreover, that the entire faculty granted is restricted to dispensing in cases, or censures — not so in vows.

X. Another privilege, they say, Eugene IV granted to the Benedictines of Valladolid, of dispensing in vows. Lezana says (Vol. I, ch. 19, n. 22) that it is not established whether this privilege was granted by some bull, or by a verbal decree. Passerini asserts that it was granted by a simple signature of a petition presented to the Pontiff. In the petition, however, this is found: "*That they may lawfully and freely, by apostolic authority, dispense with them, and their [subjects], upon vows, even those reserved to the Bishop, and commute them into other works of piety, as often as it shall seem expedient to the devotion of the aforesaid persons.*" From this privilege nothing can be gathered in favor of the Mendicants. First, by Rodríguez's own admission, it is limited, and restricted to the Monastery of Valladolid, such that outside it vows can neither be commuted, nor dispensed, nor relaxed. For here is the restricting clause: "*To the Confessors deputed, and appointed by the Prior, or President, of the Monastery of St. Benedict of Valladolid.*" Then, this privilege can be enjoyed only so long as they live according to the norm of regular observance, as Lezana (s.v. *Votum*, n. 22) and Passerini (n. 604) note. Whether it would be expedient to add a similar limitation to any privilege whatsoever, let others who are wiser judge.

XI. A similar privilege was granted by Sixtus IV in 1478 to the Vicar General of the reformed Congregation of the Order of Preachers in the kingdom of Castile. The constitution's beginning is "*Sedes Apostolicae,*" to the Vicar General of the Order of Preachers, called of the Reformed. It is found

in the recent Bullary of the Order, Vol. III. No faculty, however, is granted in this privilege of dispensing vows, but only of commuting them. Vows of pilgrimage, of abstinence, made by these faithful, which the local Ordinary, if present, could commute, and which the faithful themselves cannot conveniently fulfill, can, in the absence of the local Ordinary, be commuted into other works of piety. Then, as Passerini observes, at the urging of King Ferdinand and Queen Isabella of Castile and León, this privilege was granted only to the Vicar General of the reformed, or observant, Congregation, as they call it. This custom of granting ecclesiastical privileges only to Regulars observing the Rule strictly is prudent, reasonable, and just, and altogether consonant with the original purpose for which privileges are granted. For privileges were first granted for this reason: that Regulars, most exact observers of their own profession, might illuminate the Church by the sanctity of their lives, and by their zeal for the eternal salvation of their neighbors. If these merits altogether ceased; if, in place of regular observance, an excessive laxity of morals crept in in some cases; if, in place of zeal and solicitude for the care of souls' salvation, scandals arose to the offense of Christians — should not all privileges, by the same right by which they were granted, be revoked and suspended, so that at least the harassment might give understanding, and this penalty might render the path to reform less difficult? So we think, for our own slight part. For nothing do we say against the truth, but all things for it. But more on this at length in its proper place. Let us now return to our path.

XII. The privilege which they say was granted by Innocent VIII to the Order of Minors is of no authority at all — both because it is a mere verbal decree, as Rodríguez, Lezana, and Passerini admit (who notes that Miranda himself, q. 48, art. 3, does not make much of this privilege), and because it does not extend to vows, but only to all matters reserved to Bishops.

XIII. Paul III, in the privilege granted to the Society of Jesus, imparts only the faculty of commuting. The constitution's beginning is "*Cum inter cunctas... whatever vows made through them for the time being*" — to commute into other works of piety. Gregory XIII, in his constitution "*Decet Romanum,*" extends this same faculty to the Society: "*We extend the faculty of commuting vows, even sworn ones, granted by the Apostolic See, provided such a commutation is not made to another's prejudice.*"

XIV. The other privileges commonly alleged — those of Martin V and Julius II — prove nothing at all. For those who report the privilege of Martin V confirm nothing whatsoever, nor do they extend it to commutation. And they add that the faculty is elsewhere granted to Priests, without producing any document to show that it is authentic. It is unknown whether it is a constitution, or a verbal decree. Indeed, no words at all are produced from which it could be gathered what faculty is granted. That of Julius II is a verbal grant, and grants nothing new, as Passerini observes (n. 603), but extends the privilege of Eugene IV, granted to the Monastery of Valladolid, to the whole Congregation. Passerini concludes (n. 604): "*The privilege of Eugene IV, whatever Bassaeus may say, is altogether very restricted, in favor of the Benedictines of Spain, and can pertain to at most four Confessors... and this privilege can pertain to those Fathers only so long as they live in regular observance. And because those to whom common privileges are communicated ought not to be of better condition than those to whom they were originally granted, as the Rota considered (decis. 177, n. 14, Part 9); therefore, insofar as other Regulars share in this privilege, they cannot use it except with those three limitations — namely, that they themselves be of the number of those three or four who have been deputed to this by the superiors of their houses, and that they dispense only with those who resort to, or are found in, their churches or houses, and insofar as these Confessors themselves observe regular observance.*" For

under these limitations was this faculty of dispensing in vows delegated to those Monks... , as may be seen at length in the said privilege. Lezana too reports this (s.v. *Votum*, n. 22). But I suspect, besides this, that in the said privilege the faculty of dispensing, properly and strictly, is not granted at all, but only that of dispensing by way of commutation.

XV. I have chosen to report all this at length, so that the reader may gather from it how uncertain those privileges are which authors allege, so as to assert as certain that Regulars have the power of dispensing in all vows not reserved to the Pope. Out of so great a multitude of authors who are cited for this opinion, there is scarcely one who examines the privileges seriously and on his own initiative, and adduces reasons by which he actually establishes that the faculty of dispensing in all vows not reserved to the Apostolic See has really been granted by the Supreme Pontiffs.

Conclusion

XVI. *The opinion which grants Regulars the privilege of dispensing in all vows not reserved to the Supreme Pontiff is false.* And this opinion appears improbable and false enough, first from what we have said — since the power of jurisdiction in the relaxation of vows ought by no means to rest on doubtful and uncertain privileges, but on certain and authentic documents. But no certain and authentic documents have yet been produced in favor of this same opinion. It must, therefore, be judged false.

XVII. Nor does a multitude of authors add probability in a matter of fact. For a multitude of "hearsay" witnesses in no way increases the force of proof — since, out of so many authors, there is no one who seriously discusses the controversy, or examines it; but one trusts the authority of another, and, like bird following bird, some follow others; and at last all defend themselves by their sheer number, as though a multitude could serve as patron to an error.

XVIII. But the argument which seems to me decisive for establishing the improbability of the aforesaid opinion is drawn from the constitution of BENEDICT XIII, whose beginning is "*Pretiosus in conspectu Domini*." In this constitution, the Supreme Pontiff confirms all the privileges granted by the Apostolic See to the Order of Preachers, and extends, declares, and amplifies the same with new grants. Yet, in laying down the rules which Confessors must observe in the relaxation of oaths and vows, he grants the faculty not of dispensing, but only of commuting vows. For he says (§22), recalling also that a great many privileges concerning absolution, and the relaxation of oaths, and the commutation of vows, had been granted by the Apostolic See to the Confessors of the aforesaid Order, as regards secular persons, and especially those pertaining to the aforementioned societies: "*To remove, on this point, whatever doubts have arisen from the diversity of the times and circumstances, from the dispositions provided, from time to time, by the aforesaid See, and from the differing opinions of authors going off in different directions, we will that what is sanctioned in the aforesaid constitution of Clement VIII, beginning '*Quaecumque,*' be inviolably observed by all, and with respect to any persons whatsoever.*" Now, in the whole of the cited constitution of Clement VIII, not a word is found — unless my eyes have deceived me — concerning the dispensation of vows.

XIX. He continues, declaring the faculty which he grants Confessors over the relaxation of vows, in these words: "*We will, moreover, that what concerns the Apostolic dispensation which we grant to Confessors be well understood as follows*" — and immediately he declares the faculty which the constitution grants concerning the relaxation of vows: "*as we understand it, concerning persons enrolled in the aforesaid societies, we indulge, grant, and declare, with such benignity, that by Confessors of the Order of Preachers their oaths may be*

relaxed, and the vows of the Brothers and Confraternity-members of the Rosary, as we have said above, may be commuted, and absolved, and may this be lawful and valid, etc. But as regards other secular persons not enrolled in these societies, we grant to these same Confessors of the Order that they may absolve from cases, and from censures reserved to others by the aforesaid See, and COMMUTE their vows, and absolve oaths..., and this may be lawful and valid."

XX. The Supreme Pontiff, then, confirms all the privileges granted by the Apostolic See to the Order of Preachers, and amplifies them with new grants; nonetheless, he is entirely silent about the word "dispensation." Indeed, to remove all difficulties and doubts found among authors on this matter, the Pontiff declares, in express words, that he grants the faculty of commuting the vows of secular persons — from which constitution it is gathered not only that it is now certain that Regulars cannot dispense in the vows of secular persons, but it is also established that the privileges themselves, once granted by other Supreme Pontiffs, never gave Regulars such a faculty of dispensing in the vows of laymen. For it is not credible that BENEDICT XIII wished to restrict the privileges of his own Order at the very time he was declaring his wish to extend and amplify the same with new grants; nor does it matter that the bull "Pretiosus" has now become antiquated, since this abolition does not diminish, but rather increases, the force of the argument.

XXI. This opinion of ours is confirmed by Martínez de Prado (Vol. II, ch. 31, q. 14, §8, n. 79), Lezana (Vol. I, ch. 19, n. 22), Passerini (Vol. II, on the religious state, q. 187, art. 3, inspect. 4, n. 558 and following). These three authors are, on this question, of greater authority to me than all the others who are praised for the contrary opinion — since they revoked their earlier position, on the grounds that they saw no documents which the adversaries could produce as being seriously to their point, contrary to what all the others who are commonly cited proffer. For the rest, if these three most learned authors reckoned the contrary opinion doubtful, and consequently improbable, on account of the doubtful grounds on which it rested, there is no room for doubt that they, agreeing with us, would have rejected it as false after the publication of Benedict XIII's constitution.

XXII. The interpretation which the adversaries offer — contending that the word "relaxare" [to relax] means the same as "to dispense" — is neither true, nor consonant with their own teaching. For that word is indeed generic, and is commonly taken for any remission of a vow whatsoever, just as the theologians of Salamanca themselves admit (loc. cit., at the beginning of the chapter). Indeed, Passerini (loc. cit., n. 604) contends that even the word "dispensare" itself, in this matter, must be restricted to commutation. Since, however, dispensation... is well established... that it is a certain genus, comprehending commutation as well, and is placed, as it were, between genus and species — that when the word is used in a limiting sense (as in the present case), the meaning is understood declaratively, according to that rule which Barbosa gives, that it is granted to dispense, not in whatever manner, but by commuting vows into other works of piety. Whatever the truth of this subtle interpretation, it seems certain that "relaxare" does not, according to the common sense of theologians, precisely convey dispensation. Nor is there need for me to prolong this matter further, since, after the constitution of Benedict XIII, it is certain to me that Dominicans, and consequently the other Mendicants, cannot be certainly shown to relax the vows of secular persons, except by commuting them into other works of piety. I do not assert that Benedict XIII took away from Regulars the faculty of dispensing in vows; but I do assert, from his constitution, that it can be

certainly gathered only that they can commute. Nor do I contend that such a power was never granted to them by the Supreme Pontiffs.

XXIII. This opinion of ours, besides resting on pontifical constitutions, is also consonant with reason, and quite agreeable to the prudent economy of ecclesiastical government. For that regular Confessors should not be altogether equal to Bishops in the power of jurisdiction over the relaxation of vows seems fitting enough. That afterward the merits of these same Regulars, both ancient and recent, should be adorned, and compensated, by privileges, is likewise equitable and just. All these things are best reconciled together, if the middle path of commutation is held. Nor, in writing this, am I moved by any lesser regard for Regulars; but I avoid only errors, laxities, and arbitrary inventions, lest their true and undoubted privileges be exposed to danger. If the art of criticism is exercised so severely in matters of slight or no weight, no less than the scholastic theology of some theologians — how much diligence ought to be applied in untangling this, and similar questions of the greatest importance, so that matters may be set in a good light! But of this we shall speak again in the treatise on penance.

XXIV. From all this it follows, first, that what the theologians of Salamanca teach is false (loc. cit., n. 95) — namely, that Regulars can dispense Religious of another Order as well, by virtue of the privileges of Eugene IV, since it is false that the aforesaid Pontiffs granted such things, as is read in the constitution of Sixtus IV — the same they contend. Second, it is likewise false what they add (n. 96) — that the faculty of Regulars in dispensing vows is, in a certain way, ampler than that of Bishops — since Regulars can relax the vows of all the faithful, coming to them from wherever, whereas Bishops can relax only the vows of their own subjects: although, on the other hand, the power of Bishops is greater, since they, in case of urgent necessity, can dispense even in reserved vows, which Regulars cannot — although, in n. 97, these same theologians of Salamanca improbably indicate that Regulars, too, can dispense even in reserved vows, necessity occurring, in the same manner that Bishops can dispense. All this, from what we have said above, is established to be false.

Chapter XII — On vows reserved to the Supreme Pontiff. The true interpretation of this reservation

I. Concerning the number of vows which are reserved to the Pope, there is not a single opinion among authors. Richard (Bk. IV, dist. 38, art. 9, q. 1) restricts these vows to three, namely, of chastity, of religious life, and of pilgrimage to Jerusalem. Others contend there are two — namely, the vow of chastity, and of religious life; for they judge the vows of pilgrimage to Jerusalem, Rome, and Compostela not to be absolutely reserved to the Pope, but only when they are made in aid of these same places; not so, if they are made for the sake of devotion. This they gather from the chapter "*From much,*" and the chapter "*Concerning this,*" on vows. Panormitanus, on the said chapter "*From much,*" n. 4; Angles (s.v. *Votum*, 4, n. 6); the Gloss on the said chapter "*From much,*" s.v. "Incumbit" — which Passerini also notes (q. 187, art. 1, inspect. 4, n. 6).

II. Others have declined to the other extreme, extending the vows reserved to the Pope beyond the number five. For Navarrus, to the vows of chastity, of religious life, and of the threefold pilgrimage, added the vow of taking up the cross in any expedition proclaimed by the Pontiff. Some have added the vow of converting one's own money, entrusted for the aid of the Holy Land, and lent, to another purpose; Rosella (s.v. *Votum*, 8, n. 3). Others have added the vow of never sinning, which Cajetan says

would be an unbreakable and indispensable vow, if the discussion concerns the obligation arising from law; Hostiensis, in his *Summa*, tit. on vows, ch. "*Qualiter,*" n. 12. Some, moreover, add the vow of the Loreto pilgrimage: commentary 1, n. 11, on... this is true; but not so, if the obligation is specifically that which a vow induces.

III. The most common opinion is that only five vows are reserved to the Supreme Pontiff — namely, the simple vow of perpetual continence, of religious life, and of the threefold pilgrimage, to Jerusalem, Rome, and Compostela. That these five vows are reserved to the Supreme Pontiff is gathered from the Extravagant "*Etsi dominici,*" on penance and remission, §3, where those who presume to relax these vows are excommunicated. There they are held as reserved, though not expressly reserved. This reservation, as Passerini notes (loc. cit., n. 408), is by disposition of the Church, not by the intention of the one vowing. Wherefore, even if the one vowing made any vow whatsoever, beyond those assigned, or to be assigned, with this express intention, that it should be reserved to the Pope, it would not therefore be reserved — since the one vowing cannot restrict the ordinary power of Bishops. Hence it is inferred that no vow, other than the five mentioned, is reserved to the Supreme Pontiff — since it is gathered from no law, nor from legitimate custom, that either the vow of the Loreto pilgrimage, or any other of those we have reviewed, is reserved to the Supreme Pontiff. Except, however, those simple vows which are made in certain religious orders concerning not seeking, nor accepting, dignities — for these vows of Religious too are comprehended, as Passerini excellently notes (n. 609). Wherefore the vows reserved to the Pontiff are more than five.

IV. You will object: St. Thomas (II-II, q. 88, art. 12, ad 3) enumerates only two vows reserved to the Supreme Pontiff — namely, of chastity, and of the pilgrimage to Jerusalem. Response: There are those who answer that St. Thomas wished, in the vow of continence, to comprehend also the vow of religious life, and, in the vow of pilgrimage to Jerusalem, to comprehend simultaneously the vow of pilgrimage to Rome and Compostela. But this response seems to us altogether arbitrary. Cajetan, and Sylvius there, answer that the holy Doctor wrote thus because, in St. Thomas's time, only those two vows were reserved. But this response is not sufficiently solid either. Since, as is gathered from the following considerations, at least three were reserved even in St. Thomas's own time — namely, chastity, religious life, and pilgrimage to Jerusalem. Concerning the threefold pilgrimage, doubt can perhaps stand. We say, then, that St. Thomas did not enumerate all the reserved vows. This is openly established from his manner of speaking: "*The greater vows (namely, of continence, and of pilgrimage to the Holy Land) are reserved to the Supreme Pontiff.*" By these two vows he gives an example. Elsewhere he lists the vow of religious life. Nowhere, however, does he expressly enumerate all five. Wherefore it is probable enough that, at that time, the threefold pilgrimage was not yet reserved.

V. It is also customarily objected that all perpetual vows are reserved to the Supreme Pontiff — which seems to be gathered from St. Thomas (Bk. IV, dist. 38, q. 1, art. 4, qc. 2): "*In those vows which do not easily admit dispensation, nor frequently, but rarely — such as the vow of religious life, and other such perpetual vows — only the Pope can dispense.*" Which he repeats (II-II, q. 184, art. 6, and q. 189, art. 7): "*It pertains to the Pope alone,*" he says, "*to dispense in perpetual vows.*" Response: The common opinion of theologians is that not all perpetual vows are reserved to the Pontiff — such as perpetual vows of abstaining from wine, from meat, and the like. Commentators commonly answer this authority of St. Thomas by saying that he is speaking of those vows which, by their own kind, have perpetuity almost annexed to

them — such as the vows of religious life, and of chastity, and those which Bishops make, when they undertake the burden of the Episcopate, of caring for their subjects. This is established clearly enough from what he writes (II-II, q. 185, art. 4): "*Only the Pope can dispense in a perpetual vow, by which someone, undertaking the Episcopate, has bound himself...*"

VI. Question I. *Are oaths made to God, in the same manner as vows, reserved to the Supreme Pontiff — those, namely, of chastity, of religious life, and of the threefold pilgrimage?* Response: Ledesma denies this (tract. 11, ch. 4, dub. 8), Tabiena (s.v. *Iuramentum*, q. 20, n. 21), López de Texeda (Bk. III, controv. 6, n. 229), Antonio a Spiritu Santo (in the *Directorium*, tract. 2, disp. 3, sect. 2, n. 16), and several others. The more probable opinion holds that the aforesaid oaths are reserved, no less than vows — either because it includes the same thing... , or the same is reserved to the Supreme Pontiff — since a promissory oath, as will be said in its proper place, is reckoned a vow; for it is a sworn promise made to God, just as an oath made to a man is a sworn promise offered to him. St. Antoninus (Part II, tit. 11, ch. 2, §2), Cajetan (II-II, q. 89, art. 9), Sotus (Bk. VIII, q. 1), Leander (tract. 1, n....).

VII. Question II. *Can Bishops, and Prelates having quasi-episcopal jurisdiction, dispense in the aforesaid five vows?* Response: The common opinion affirms this, urgent necessity pressing. A distinction, however, is needed. Bishops can dispense in the aforesaid vows when danger exists of violating the vow, of infamy, of scandal, or of some other grave harm, whether temporal or spiritual, all of which are rare enough. You have violated a virgin, bound by a vow of chastity: for the sake of that honor, and to repair it, marriage is necessary, lest the dispensation be delayed. Impediments to be raised by some parties are to be feared, if you should delay the marriage. Likewise, a man near death, bound to chastity by vow, cannot otherwise, in view of a woman's honor — who enjoys the best reputation, and with whom you have had shameful relations — provide for her, except by contracting marriage. In these and similar cases, grave necessity presses. Wherefore the Bishop can dispense with his subjects in reserved vows. This is indeed expedient for the governance of the Church; nor is it to be presumed, since it would come with such danger to souls, that the Pontiffs wished to reserve the aforesaid vows to themselves even when urgent necessity, and danger from delay, exist. It must be judged otherwise of regular Prelates. For just as they do not have the faculty of dispensing in vows not reserved absolutely, much less will they be able to dispense in reserved vows. Theologians commonly teach the first part: Sylvester (s.v. *Votum*, 4, q. 40, dub. 18, n. 126), Suárez (Bk. VI, on vows, ch. 26), Lessius (Bk. II, ch. 40, n. 44), Sánchez (Bk. IV, ch. 8), Prado (ch. 31, q. 14, n. 92), Layman (Bk. IV, tract. 4, ch. 8, n. 15), Barbosa (on the power of the Bishop, Part II, alleg. 37, n. 5), Leander (tract. 1, disp. 17, q. 117), the theologians of Salamanca (tract. 17, ch. 3, punct. 12, n. 110), and others commonly.

VIII. This same privilege the theologians of Salamanca (loc. cit.) and Croix ascribe to Regular Prelates in *Rule of St. Francis*, ch. 7, sect. 29. But when the said five vows are true, and perfect, and consequently altogether reserved, that regular Prelates cannot dispense in them, even given any case of necessity whatsoever, is manifest from our teaching above set forth. This opinion is held by Suárez (Bk. VI, ch. 26, n. 18), Sánchez (Bk. IV, ch. 43, n. 5), Barbosa (on the power of the Bishop, alleg. 37, n. 16), Passerini (q. 187, art. 1, inspect. 4, n. 618), La Croix (Bk. III, tract. 2, part 2, n. 463), and others commonly — since, by virtue of privileges, no faculty is granted them over reserved vows. Excluding privileges, then, they have no faculty at all either of commuting, or of dispensing, in vows. This holds all the more forcefully in our own opinion — for we have demonstrated that Regulars can,

by virtue of privileges, only commute vows, and by no means dispense in them. In the five reserved vows, then, they have the power neither of commuting, nor of dispensing.

IX. In the aforesaid cases of necessity, however, in which we have taught that Bishops can dispense, it is worth noting that the dispensation ought not to exceed the limits of necessity. Wherefore, if the harm can be prevented by suspending the execution of the vow, only this should be granted — not an absolute and full dispensation from the vow. Whence, when, on account of the aforesaid grave necessity, dispensation is granted from a vow of chastity, so that marriage may be contracted, the bond of the vow is not absolutely removed; for, the marriage being dissolved on account of the necessity for which it was contracted, the vow would revive, and would again oblige. Likewise, if, during the time of the marriage contracted, one who had made a vow of chastity should pollute himself, or commit fornication or adultery, he would sin against the vow.

X. In the aforesaid cases, moreover, of true and grave necessity, the Bishop can dispense, even if a Legate or Nuncio of the Pontiff were in the province — since these, by ordinary right, do not have greater power than the Bishops themselves, as Suárez, Sánchez, and Layman teach in the places cited. It must be judged otherwise, if the Legate or Nuncio had a special power delegated by the Pontiff over the aforesaid vows; for then access to the Pontiff would be easy through his own ministers, and therefore the Bishop would possess no faculty of dispensing or commuting such vows, as the cited authors teach.

XI. Question III. *Is this reservation of vows to be interpreted broadly, or strictly?* Response: That it is to be interpreted strictly, since it is full of odium, and contrary to the ordinary power of Bishops, authors commonly and rightly hold. Wherefore, in order for the said vows to be reserved, they must be absolute, certain, express, and perfect. Whatever falls short in any respect, and admits doubt, whether concerning consent, or perpetuity, or some attached condition, is not reserved; and thus Bishops will have the power of dispensing in them, and privileged Regulars will be able to commute them. And here matters are common ground.

XII. Question IV. *Do vows of chastity, or of religious life, made with the express intention of binding oneself only under venial fault, need to be reserved to the Pontiff?* Response: They need not — for they would not be whole and perfect vows. Indeed, I showed above that such vows cannot be made in this manner. That they would not, then, be reserved, is clear from the teaching given. This is the common opinion.

XIII. Question V. *If the aforesaid vows were made out of fear, even light fear, would they still be called reserved?* Response: Whether they were made out of grave fear, falling upon a steadfast man, or out of light fear, they would not be reserved in either case — since they would not be entirely perfect.

XIV. Question VI. *If there is doubt about some such vow, or its reservation, must it be judged that the vows are not reserved?* Response: Authors commonly teach that they are not reserved. For, although in doubtful matters the absolutely safer part is to be chosen, in the present question a peculiar reason applies: since only perfect and certain vows are reserved to the Pontiff; but a doubtful vow is not a perfect vow. If, however, the vow is certain, and subject to no doubt, and it is only doubted whether it is reserved or not, even then it is not to be held reserved — because the reservation is odious, and injurious to ordinary power; and therefore it is strictly to be interpreted. When, then, it is doubted, whether by reason of consent, or by reason of the whole matter, or for any other reason, whether a

vow is reserved, it must always be judged, by the general rule, not to be reserved. This is the most common opinion; from which, however, nothing can be inferred in favor of Probabilism.

XV. Question VII. *Is a vow of not contracting marriage reserved?* Response: It is plain that this vow is not reserved, on account of a defect of the whole matter — for it does not exclude fornication, pollution, and other acts contrary to chastity. For a vow to be reserved, it must be whole, such that it comprehends and exhausts the whole matter. Wherefore vows of not fornicating, of not receiving sacred orders, and the like, are not reserved — since these vows are not whole and perfect as regards the matter, although they may be such as regards the deliberation. The former are not reserved, since they do not exhaust the universal matter. The vow, however, of receiving sacred orders...

XVI. Question VIII. *Can a Bishop, by force of custom, grant the faculty of requesting the conjugal debt to one who, bound by a vow of not touching a woman, of not requesting the debt, or of preserving chastity for a defined time, contracts marriage — this not being a vow of chastity already made, but one to be made?* Response: They commonly affirm that such a custom holds. Since this, being a matter of fact, cannot otherwise be proven except by usage itself, it must be seen whether Bishops actually do grant such a dispensation.

XVII. Question IX. *Is a vow of conjugal chastity reserved?* Response: It is certain, first, that the vow is not reserved, if made by one spouse without the other's knowledge. The difficulty presses when the spouses have made the vow by mutual consent. Sánchez affirms this to be reserved (Bk. VIII, on marriage, disp. 11, n. 12), with others whom he cites, and consequently that the spouses are then bound to separate from each other, so that whatever... danger of incontinence would arise, if they continued to live together. Others teach that the Bishop can always dispense, since the danger of incontinence would always be present, even if they lived apart. They add, moreover, that a custom prevails, by force of which Bishops dispense in such a vow. If this custom really holds, there is no difficulty. This opinion seems to me probable enough, on account of the danger of incontinence. Nor is a vow of preserving chastity between spouses reserved, since it is not absolute.

XVIII. Question X. *Is a vow of an unapproved religious order reserved?* Response: The common opinion is negative — since it is not a true vow of religious life absolutely. Just as the vow of poverty, and of obedience, outside the religious state, is not reserved. Concerning the vows of the Knights of Alcántara, Calatrava, St. James, St. Stephen, and the like, there are two opinions. In the opinion of those who maintain that these are true Religious, the vow is reserved; not so in the other opinion, which teaches that they are not true Religious.

XIX. Question XI. *How are the reserved vows of the threefold pilgrimage to be understood?* Response: They are reserved when made not absolutely out of devotion, but toward the aforesaid places themselves. If someone, out of his own indefinite devotion, made a vow of going to Rome, Compostela, Jerusalem, so as to visit some particular Church, or image, or to converse with a man of exceptional piety — the vow would not be reserved: because the cause of such a vow would not have been a special devotion toward those sacred places. When, then, someone makes a vow of going to Rome, to visit the church of St. Peter, to Jerusalem, to visit the places consecrated by Christ the Lord, to Compostela, to visit and venerate the body of St. James — then the vow is reserved. This is the common opinion.

XX. Question XII. *If a vow made with some circumstance is reserved, does it remain whole once the circumstance is removed?* Response: The common opinion affirms this. You vowed a pilgrimage to Rome on foot. The Bishop can dispense in the circumstance of the manner of performing the journey — namely, on

foot; but not in the vow of pilgrimage itself, which you can carry out otherwise than on foot, or dressed in a sack, or begging alms by request. The same is commonly said of a vow of entering a stricter religious order, since the Bishop can dispense so that the one vowing may embrace a laxer one. This holds true, if by "laxer" is meant a milder religious order, which otherwise keeps its own Rule exactly; not so, if it is understood as a religious order collapsed from regular observance, which is customarily called relaxed, or lax. For no one can grant anyone license to enter such a religious order. A vow of not seeking dispensation from anyone but the Supreme Pontiff is not reserved, as is clear from what has been said.

XXI. Question XIII. *Is a disjunctive vow reserved?* Response: Before either part is chosen, the matter remaining whole, it is common opinion that it is not reserved — since it is within your will to choose either part; therefore the Bishop can dispense in the whole disjunctive vow. The difficulty is whether the part selected by the one vowing becomes reserved, and subject to episcopal jurisdiction. You vowed religious life, or alms; chastity, or fasting: you chose chastity. Leander (tract. 1, disp. 18, q. 108), Tamburini (Bk. III, on the Decalogue, ch. 16, §4 and 5), and others teach that the vow becomes dispensable by the Bishop. Sánchez denies this, on the contrary (Bk. VIII, on marriage, disp. 12, n. 14; Bk. IV, ch. 21, n. 43), Castropalao (disp. 2, punct. 12, n. 6). The theologians of Salamanca (n. 107) report both opinions as probable, neither affirming nor denying — which manner of treating rules of morals, adopted after the birth of Probabilism, and used everywhere, displeases us. Patritius Sporer (sect. 3, ch. 3, n. 60) says that it is reserved, if the one vowing determined himself to the reserved part by a new vow; not so, if he chose the same by a simple determination. This distinction is empty; for the reservation cannot be called into doubt, when, by a new absolute vow, the one vowing promises the reserved matter. It seems to us, then, more probable that the vow is reserved — since the one vowing, with deliberate mind, chooses the reserved part which he had vowed under a disjunctive vow; for then the vow becomes absolute, and whole.

XXII. Question XIV. *Are the following vows reserved: "If I fall into sin, I vow chastity"; "If my father dies, I will enter religious life"?* Response: Concerning the third vow, it is fairly agreed among authors that it is reserved — since the vow is, in its object, absolute, and only apparently expresses a condition; for the sense is: "When my father dies, I will enter religious life." Concerning the first two, which are called penal, there is difficulty. Some absolutely affirm that they are reserved, the condition having been fulfilled. Others maintain that vows joined with a condition are not reserved, whether before or after the condition is fulfilled. Others hold that they are dispensable by the Bishop, whether before or after the fulfilled condition. The more probable, and more common, opinion is that, the condition fulfilled, they are reserved; not so, before the condition is fulfilled. The reason which Leander (loc. cit.) adduces to the contrary is of no weight at all. For he says that such vows are penal, and do not arise from love of chastity, or of religious life. This supposition is false. For, unless an affection toward chastity and religious life had preceded, he would not have vowed this rather than something else — say, alms, fasting, prayers. But he vowed chastity, because, more than other things, it pleased him equally well. The same must be said of the other vow: "I vow religious life, if I recover from this illness"; the condition fulfilled, it is reserved; not so before.

XXIII. The contrary opinion is defended at length by the theologians of Salamanca (loc. cit., n. 114). I will dispatch everything in a few words. They preface many things about conditional vows, all of which, however, are clear from what has been said above. For when the condition is either necessary,

or concerns the present, or the past, or is general, and inseparably attached to the thing — as, "If I live," "if my father dies," "if I complete my course of studies" — the vow is absolute, since the whole condition consists in mere words. The aforesaid theologians of Salamanca further maintain that whatever vows are truly conditional, concerning a future contingent matter, whether before or after the condition is fulfilled, are not reserved — provided the one vowing has not, by new and deliberate consent, confirmed it once the condition is fulfilled: for then it would be a new absolute vow of chastity and religious life, which would undoubtedly be reserved. They prove their opinion: both because in conditional vows the consent is quite imperfect, as depending on a condition, which always remains imperfect, even the condition fulfilled, since it always remains the same; and because, whether the vow be penal or conditional, it does not arise from love of chastity, or of religious life.

XXIV. This second reason has already been exploded above against Leander, and is again refuted. The vow of chastity, and the vow of approved religious life, are absolutely reserved, when they are whole and perfect, for whatever reason they are made. It was indeed said above that, if someone made a vow of going to Rome, or Compostela, or Jerusalem, for some particular reason of the one vowing, and not for the cause of visiting the sacred places themselves, or the church of St. Peter, or of St. James — the vow would not be reserved; because in that case the vow would not have, as its object, the reserved matter, which is the true subject of the reservation — for those sacred places are the true matter of reserved vows. For this reason, if someone should vow to visit such sacred places, led by whatever affection, the vow would be reserved. But the vow of chastity, or of religious life, is absolutely reserved. Therefore, by whatever reason moved, the one vowing utters it, provided it is whole and perfect, it will be reserved. The condition fulfilled, moreover, the vow becomes absolute, and perfect. The first reason they oppose is of no weight at all. For the consent of a conditional vow includes, with respect to the promised matter, no other imperfection than the suspension of execution, until the condition is fulfilled. Therefore, this imperfection removed, the vow is perfect in every respect. For the attached condition does not infect the consent; nor indeed does it directly regard it at all, but only its execution. Wherefore what the aforesaid theologians of Salamanca urge is altogether false — namely, that a conditional vow arises from an imperfect and diminished consent, an imperfection which is not removed even when the condition is fulfilled. False, I say, is this teaching. For, the cause removed, the effect is removed. The whole cause of the imperfection found in a conditional vow is the condition which suspends the execution of the vow. Therefore, the condition removed, or fulfilled, the vow becomes most perfect. Do not all conditional contracts, once the conditions are posited, become absolute, and produce the same effects which absolutely unconditional contracts produce? This opinion is defended by Sotus (Bk. VII, on justice, q. 3, art. 1, ad 4), Azor (Bk. XI, ch. 19, q. 13), Pontius (Bk. VIII, on marriage, ch. 9, n. 130), Bonacina (disp. 4, punct. 5, §4, n. 53), Layman (Bk. IV, tract. 4, ch. 8, n. 10), Pietro Passerini (q. 187, art. 1, dub. 18, n. 651 and following), Lessius (Bk. II, ch. 4, n. 7), and several other authors not a few.

XXV. Question XV. *When the Supreme Pontiff commutes a reserved vow into another pious work — say, of chastity into a fast — does that fast become reserved?* Response: The common opinion denies this, and rightly. Since the aforesaid five vows are not absolutely reserved, but only insofar as they present the generic character of that matter. Therefore, the matter having been commuted, the Bishop will be able to dispense in the fast... by reason of chastity; but the fast, on this account, will not be reserved, and privileged Regulars will be able to commute it.

XXVI. Question XVI. *When the aforesaid five vows are not reserved, because they fall short in some respect, whether of consent, or of condition, or of the whole matter, are they subject to the power of regular Confessors?* Response: When the said five vows are not reserved on some ground, privileged regular Confessors can relax them, by commuting, not by dispensing, for the reasons already given above.

XXVII. Question XVII. *Can one who receives the faculty, by a bull, or jubilee, of dispensing, or of commuting, all vows, relax even reserved ones?* Response: The common opinion denies this, unless the faculty over reserved matters is expressly stated — since this is openly gathered from the Extravagant "*Etsi dominici,*" on penance and remission, where it is established that the said vows can be relaxed by no one, save the Roman Pontiff, except by special license, and by our certain knowledge. And in the same title, in the chapter "*Si Episcopus,*" a general rule is assigned, both for vows and for reserved cases, in these words: "*For in a general grant, those things are not included which one would probably not have granted*" (on the rules of law in the Sixth Book, rule 81). If the faculty is granted indefinitely over reserved matters, all reserved matters are comprehended; if one or another is excepted, all the rest can be relaxed — since the exception confirms the rule as to the contrary. Wherefore, if some of the reserved matters are excepted, those not excepted can be relaxed. The faculty of relaxing the vow of chastity does not comprehend the vow of religious life, or the reverse. All this is common ground among nearly all authors.

Chapter XIII — For a valid and licit dispensation, a reasonable cause is necessary

I. Any relaxation of law, or of vows, must look to a good end, and the common good; for the power conferred on the one dispensing is for edification, in no way for destruction. Whenever, then, such power is used without a legitimate cause, it is not for the benefit of the Church, but to the harm of that same power. This is the voice of all the Fathers and theologians. It is worth adding a few points for a fuller explanation of this matter.

II. Alexander III (chapter "*De peregrinantibus,*" Extra, on vows and the redemption of vows) has this: it depends on the judgment of the one who presides to consider more diligently the quality of the person, and the cause of the commutation — namely, whether on account of infirmity, or an abundance of riches, or some other probable cause; a better and more acceptable recompense to God being had regard to, and in accordance with it, he has thence the power to dispense.

III. St. Thomas gives an altogether angelic teaching, which all dispensers ought always to keep before their eyes. For he writes this (II-II, q. 88, art. 12, in the body): "*A Prelate, in the Church, bears the person of God; and therefore, in the commutation, or dispensation, of vows, the authority of the Prelate is required, who determines, in the person of God, what is acceptable to God, according to that saying (2 Corinthians 2): 'And what I have pardoned, if I have pardoned any thing, for your sakes have I done it in the person of Christ.' And he says pointedly 'for your sakes,' because every dispensation sought from a Prelate ought to be made either for the honor of Christ, of whose person he dispenses, or for the benefit of the Church, which is his body.*" And in his reply to the second objection, he says: "*Some have said that Prelates can therefore dispense in vows suddenly, because in any vow the will of the superior Prelate is conditionally included — just as it was said above, that in the vows of subjects (say, of a servant, or of a son), a condition is understood: 'if it should please the father,' or 'the master,' or 'unless they object'; and thus a subject could, without any remorse of conscience, omit his vow, whenever it were told to him by the Prelate. But this position rests on a false foundation. Since, whereas a Prelate is not a master, but a dispenser,*

and the power given him is spiritual, for edification, and not for destruction, as is clear (2 Corinthians 10) — just as a Prelate cannot command those things which are, in themselves, displeasing to God, namely, sins — so too he cannot forbid those things which are, in themselves, pleasing to God, namely, works of virtue. And therefore man is not simply able to vow those things which are according to himself pleasing to God. But it pertains to a Prelate to judge what is more virtuous, and more acceptable to God. And therefore, in manifest matters, the dispensation of a Prelate does not excuse from fault — as, for instance, if a Prelate should dispense someone in a vow of entering religious life, no apparent cause standing in the way. If, however, there were some apparent cause, by which the matter might be turned into doubt as to whether that which he vowed were manifestly unlawful, one is not, however, bound to have recourse to the judgment of the dispensing or commuting Prelate — since he does not bear the person of God — except perhaps in a case where he could not conveniently have recourse to a superior."

IV. St. Antoninus writes similar things, from Petro de Palude (Part II, tit. 11, ch. 2, §6): "*Note also that there is a difference between the invalidation, and the dispensation, of a vow. For invalidation can be made without cause, so that a husband, invalidating at his own pleasure, does not sin, since he does no injury to anyone who uses his own right, nor could that vow stand by its own judgment, nor by the judgment of the wife, before the husband's judgment intervened. For invalidation only invalidates a vow at pleasure, by omitting the vow, since it was ineffective from the beginning. But dispensation in a vow is not made on account of the inefficacy of the vow, but for some other cause. Whence not only is authority required in the one dispensing, but also a cause on the part of the one dispensed — namely, necessity, or utility of him, or of the commonwealth, in every kind of dispensation, in every one dispensing, even in the Pope — since authority, or power, has been committed neither to Peter, nor to another, for destruction, but for edification: which is true in the case proposed, since the obligation of a vow rests on natural and divine right*." Thus far St. Antoninus, from Petro de Palude. He himself, moreover, adds this from himself in the same place, §9. Note, thirdly, concerning the cause of dispensation, since in positive matters: "Thus I will, thus I command; let my will stand for reason" — because what pleases the Prince has the force of law, custom notwithstanding, although Isidore contradicts this, since law is that which consists in reason. But in those things which are of divine right, it is otherwise — Extra, on vows, chapter "*Non est*." And three things must be considered, as in the chapter "*Magnae,*" namely: what is lawful, what is fitting, what is expedient. The cause, moreover, ought to be such that it is better to depart from the common law than to hold to it. It does not suffice that it be equally good; otherwise it will be a dissipation, and both sin — namely, the one dispensing, even the Pope, and the one with whom he dispenses, if he knows, save if it clearly appears that it is against the will of the Lord. Whence Hostiensis: the Pope sins, if he dispenses without cause.

V. Not only, then, is a dispensation illicit, but even invalid, if made without a reasonable cause, as the aforesaid holy men, together with theologians commonly, teach. And the general reason is this: an inferior does not have the power to dispense in the law of a superior. A superior, however, is not presumed to grant the faculty of dispensing in the law without a reasonable cause. For to what purpose would he have asked for such a law, if the guardians of that same law could, at their own arbitrary pleasure, exempt subjects from it? For it is said, in a fairly common proverb, that the power of Prelates to dispense in law is granted for edification, not for destruction. It would, however, be for destruction, if dispensation could be granted at whim.

VI. Question I. *When the cause for dispensing is doubtful, can the Prelate dispense?* Response: If the existence of the cause is doubted — namely, whether the cause of dispensing is present or not — then all admit there is no room for dispensation. Certainly the vow is, and cannot be dissolved on account of an

uncertain cause. If, however, some certain cause exists, and it is only doubted whether it is sufficient, then dispensation can have a place there, as authors commonly teach; and this opinion seems to incline toward the apparent cause... — St. Thomas (II-II, q. 88, art. 12, ad 2): "If, however, there were some apparent cause, by which the matter might at least be turned into doubt, the dispensation of the dispensing or commuting Prelate could stand." The Angelic Doctor does not define whether the Prelate ought to use dispensation, or commutation, when doubt arises over a sufficient cause. Since, then, when the cause of dispensing is not manifest, commutation will have a place — namely, it will be better to commute the vow, provided the necessity of the one vowing is relieved without grave difficulty of commuting anew. But if the commutation itself would be inconvenient to the one vowing, then dispensation would seem to be granted, inclining rather to the milder part. Nor do I contradict the common opinion, that Prelates can, and ought, reasonably, in such cases, to look to the utility of the one vowing, and act in good faith both on the part of the one petitioning, and on the part of the one granting, so that no scandal or occasion of laxity be given.

VII. Question II. *When a dispensation, granted for a cause which both parties, at the time of the petition and grant, deemed legitimate, is afterward discovered to be really false and null, is it valid?* Response: The theologians of Salamanca, Sánchez, Lessius, Tamburini, Leander, Sporer, Roncaglia affirm this — since, they say, it is incredible that the mind either of the superior, or of God himself, should be otherwise. For thus scruples are avoided, and the deeds of Prelates remain firm. Sporer adds that it pertains to the divine benignity to confirm good deeds done in good faith. Thus these authors argue.

VIII. The contrary opinion, however, seems to me more probable, which Castropalao defends (disp. 2, punct. 9, n. 4), Basilio of León (Part I, tract. 15), Passerini (q. 187, art. 11), (Bk. III, on law, disp. ult., punct. 8, §15), Pietro La Croix (Bk. III, part 1, dub. 8, n. 735). All admit that a superior sins if he dispenses without a legitimate cause; the reason is manifest enough: for a valid dispensation requires a just cause, and grave matter requires this the more gravely, according to the gravity of the matter. Therefore, whenever this cause is lacking, the dispensation, too, must necessarily collapse. The antecedent — namely, that there is no dispensation, if there is no legitimate cause for dispensing — all, as I have said, concede, and the adversaries themselves establish it as certain in this very question we are examining. How, then, do they dare to deny that the dispensation is null, if it lacked a legitimate cause at the time of the grant, merely because both parties were free from any fault, so long as the cause was believed to be true? What else, indeed, can be gathered from this, except that both acted innocently, and that the good faith of the one dispensing, and of the petitioner, excuses from fault, so long as this good faith persists? But that a cause merely apparent, feigned, and not true, should be reputed true — far from it! Does it, then, pertain to the benignity of God to confirm an error? That it is consonant with divine goodness not to impute as guilt what is done in good faith, is true. But that it should be inferred from this that it also pertains to divine benignity to hold as firm and valid what rests on a false, indeed really false and null, foundation — this is repugnant to reason. This, surely, if it becomes the benignity of a Probabilist doctrine, does not become the goodness of God. But they insist that scruples are avoided, consciences soothed, and government made to proceed more happily, if it is said that the aforesaid dispensations are valid. What then? Nothing follows from this, except that they are the mere tricks and trifles customarily employed to expand and extend the laws in cases such as these. To dispel scruples, and to provide well for the tranquility of consciences, and for happy governance, we say that a dispensation sought in good faith, and granted, excuses from fault, so long as good faith persists. But once good faith is removed, and the falsity of the cause

discovered, the law, or the vow, must be kept. What? Shall the possessor of goods in good faith, then, retain another's goods even against contrary principles, once the true and legitimate cause is discovered to be false? Whether afterward, once the falsity is discovered, the dispensation, granted not by malice, but ignorantly, on the part of the one dispensing, is valid, and whether the one dispensed can lawfully continue to use it, will be said in the cited treatise on laws. More on this in the treatise on laws.

IX. Question III. *What are the legitimate causes for granting dispensation?* Response: Before I assign the causes individually, I will preface a few general points, which authors commonly note must be observed in dispensation. The first is that it be lawful according to equity; the second, that it be fitting according to honorableness; and the third, that it be expedient according to utility. This too must be held as a universal and certain principle: namely, that the graver the vow, the graver a cause it requires for dispensation — such that there be a fitting proportion between the vow which is to be relaxed, and the cause of such relaxation. Vows of chastity, of religious life, of the threefold pilgrimage, of perpetual fasting, of disbursing vast alms, are most grave vows: therefore they require a grave cause for dispensation. Lesser, and more frequent, vows — such as wearing the habit of some Saint, visiting his image, undertaking a visit to some such sanctuary, and the like — since they are of lesser weight, a lesser cause too suffices for obtaining dispensation. The reason is evident: in vows of the former kind, the matter consecrated to God by vow yields greater worship. Now there is no foundation for presuming that God wishes to remit the payment of a grave tribute, when no urgent reason is present which would counsel such indulgence. Hence it is that common practice holds that an absolute dispensation is most rarely granted in the aforesaid vows; but almost all teach that commutation, or dispensation, is to be granted only integrally, and that it is not always to be inferred, that the Church, or the Pontiffs themselves, ought to intermix the power of commuting or dispensing whenever some evident cause of dispensing occurs. For the power in the Church of dispensing is never to be diminished morally; nay, an evident and just legitimate cause is always, as commonly required, to occur, so that a full and absolute dispensation may be granted... . Nor is absolute moral certainty always required in moral matters; and this can often not be had, but it suffices that the cause probably exist. It suffices, then, that the cause, all things having been seriously inspected, be recognized as expedient for the common good, and for the honest utility of the one vowing, so that the vow be relaxed.

X. Particular causes, however, which can suffice for granting dispensation, are: doubt about the vow made; imperfect deliberation in vowing; the most difficult execution of the same; the moral danger of frequently violating the vow, on account of the frailty of the man bound by the vow; likewise, if it was made on account of some fear, even light. Whenever any of these causes occurs, the Bishop can dispense.

XI. Question IV. *Is imperfect deliberation of the one vowing, alone, a sufficient cause for granting him dispensation?* Response: More recent authors commonly affirm this — since, they say, all authors, among the causes for granting dispensation, assign not only difficulty in the execution, but also excessive facility in vowing, and imperfect deliberation. Therefore, whenever one of these two causes occurs, dispensation can lawfully be granted. Cajetan (II-II, q. 88, art. 12, dub. 3), Sotus (Bk. VII, on justice, q. 1, art. 2), Prado (ch. 31, q. 14, n. 119), Castropalao (disp. 2, punct. 9, n. 7), Suárez (Bk. III,

ch. 16, §4, n. 15), Sánchez (Bk. V, ch. 17, n. 8), Tamburini (Bk. IV, ch. 45, n. 28), Leander (tract. 17, q. 9), the theologians of Salamanca (tract. 17, ch. 3, punct. 9, n. 122).

This opinion, however, is not proven to my satisfaction. For if the imperfect deliberation was so sudden, and so feeble, that it rendered the vow null, the question ceases. But if the vow remains valid, and no impediment stands in the way of its execution, why should it be relaxed? Whenever, then, to a vow validly made, though not with perfect deliberation, is added difficulty of execution, I grant that a fitting cause for dispensation is present; but if no peculiar, and grave, difficulty is added, I deny that mere lack of full deliberation alone is a sufficient cause for dispensing. You say, however, that authors enumerate, among the causes of dispensation, facility of vowing without perfect deliberation. We grant this; but we deny, at the same time, that they reasonably adduce such a cause. This opinion of ours is defended by Valentia (II-II, disp. 6, q. 6, punct. 7), Suárez (Bk. II, ch. 17, n. 14), Passerini (q. 187, art. 1, n. 744), where he cites others.

Wherefore, in practice, the utmost caution must be applied, when dispensation is sought on the sole ground of imperfect deliberation, or excessive facility in vowing. The nature of this imperfect deliberation must be weighed — whence it took its origin; the condition of the one vowing must also be considered; and, all things seriously weighed, either an absolute dispensation, or one mixed with commutation, can be imparted. For this reason, absolute dispensation ought not to be granted to the vows of pubescent children, merely on account of their feeble discretion, and tender age — since at that age they can have sufficient deliberation, and often do have it. When, however, some difficulty, or other impediment, is joined to such vows, then tender age renders dispensation easier, as Passerini excellently notes (loc. cit., n. 745).

XII. Question V. *Is imperfect deliberation, arising from fear of death, of shipwreck, or of some other grave danger, regularly sufficient for the dispensation of a vow?* Response: The theologians of Salamanca affirm this (n. 133), from Tamburini, and Tamburini from Castropalao; but he teaches the opposite in that very place cited by Tamburini — namely, tract. 15, disp. 11, punct. 9, n. 9 — where he says, in express words: "Fear of death conceived from shipwreck, illness, or some other cause not employed to extort a vow, does not regularly provide a sufficient cause of dispensation; for it frequently does not exclude mature deliberation." Tamburini himself, however (Bk. III, on the Decalogue, ch. 16, §4, n. 16), says: "Hence, if you vowed something on account of fear of death, shipwreck, etc., you can lawfully obtain dispensation; for although this fear is not induced so as to extort the vow, it nonetheless provides Sánchez and Castropalao a sufficient cause of dispensation — since a vow is customarily made in this manner with immature deliberation." Tamburini's opinion in reporting the views of authors on this matter is not regularly reliable; that of Castropalao is true. For the aforesaid authors say that a familiar defect of diligence is not necessary for a vow. For such fears do not, as a rule, remove the deliberation necessary for a vow. What of the fact that, if not all, certainly most vows are made on account of avoiding some evil, or obtaining some advantage? I would not deny, however, that sometimes the fear of imminent shipwreck, or of some other danger, so disturbs the mind as to impede perfect deliberation; and thus dispensation, whether absolute, or intermixed with commutation, the variety of circumstances being inspected, ought to be granted. The same must be said of a vow made from some vehement disturbance of anger, of grief, and the like. Such causes are not commonly sufficient causes for dispensation; sometimes, however, they can be.

XIII. Question VI. *Does difficulty in the execution of a vow suffice for granting dispensation from the vow?* Response: If the difficulty was not foreseen, but arose entirely after the vow was made, and is grave, it is the common opinion of authors that a just cause for dispensing the vow is then present — especially if some element of commutation is mixed in. If the difficulty was foreseen, Tamburini teaches that dispensation still has a place there (tit. n. 18). Sporer copies out Tamburini (sect. 3, n. 40), and the theologians of Salamanca follow (loc. cit., n. 124), all of whom affirm that foreseen difficulty, generally speaking, is a cause of legitimate dispensation. I, on the contrary, say that, generally speaking, it is not a cause of dispensation — although I would not deny that sometimes such circumstances can occur that, these being considered, dispensation ought to be granted. What these circumstances are, I shall now say. The reason which Tamburini, the theologians of Salamanca, Sporer, and others oppose is of no weight at all — namely, that, although the difficulty was foreseen, its execution nonetheless always adds some, even the slightest, further difficulty of its own. This indeed holds true. But it is likewise false that this, of its own kind, provides a cause for granting dispensation. For the execution of any promise whatsoever carries with it this inseparable difficulty. Who would deny that this difficulty of execution provides either a cause, or an occasion, for dissolving the bond of the thing promised? Wherefore Tamburini's exclamation — "O how often, by thought alone, we are deceived!" — either concludes nothing, or infers that all promises whatsoever ought to be rescinded.

XIV. It has been said, absolutely, that a foreseen difficulty is not, by its own nature, sufficient for granting dispensation — such that, if a difficulty added to the difficulty of fulfilling the vow can provide a sufficient cause of dispensing, it would be the danger of violating it. Circumstances, however, can occur which supply this danger, such that we rush headlong into every peril, though at the first encounter of it we grow pale, and turn our backs, and that great danger attached to it be grave. When difficulty is without danger, it does not suffice; nor does any danger of transgressing the vow once, or twice, suffice. There is, then, a sufficient cause of dispensing when the difficulty is such that, the condition of the person of the one vowing being considered, it carries with it a great danger of falling into the transgression of the vow. For this reason Alexander III (chapter "*Veniens,*" concerning a Cleric who...) grants dispensation to one bound by a vow of chastity, on account of the danger to continence, which a woman... Soto (Bk. VII...), Suárez (Bk. VI, ch. 17, n. 12), Passerini (q. 187, art. 3), all commonly [teach the same]. A grave disturbance of conscience, too, supplies a fitting cause of dispensation, whether because it harms the health of body or mind, or because the one vowing is afflicted with frequent and grave scruples, such that the execution of the vow harms him more than it profits him.

XV. Question VII. *Is doubt about a vow made a just cause for obtaining dispensation?* Response: If the doubt concerns the sufficient and necessary intention both of vowing, and of binding oneself, then, since the existence of the vow is then uncertain, a foundation for granting dispensation is present. This you should understand as applying when the doubt is a true one, or, as some are accustomed to call it, a negative one. For if more probable reasons stood in favor of the vow, then the doubt would provide no cause for dispensing. Indeed, the doubt alone, unless something else is added, is not enough to dispense the vow, but only to commute it. Likewise, if it is doubtful whether the execution of the vow impedes a greater good, and divine worship, this renders the vow uncertain, and provides a cause of dispensation, as theologians commonly teach.

XVI. Finally, if the increase of the common good, or its harm, requires the relaxation of the vow, dispensation can be granted. Wherefore, to calm the tranquility of a province, or city, dispensation can be given to one bound by a vow of chastity; and the same is said of one who, on account of a vow of fasting, would be prevented from exercising lectures, or sermons, most useful to the city. Likewise, if it turns to the harm of a household — as if, from the absence of the one vowing, the family would suffer harm — dispensation from a vow of... chastity would be able... a grave lawsuit could be impeded with a man, if a grave vow... Wherefore, to preserve that illustrious family, dispensation could easily be granted in a vow of fasting, if some element of commutation is added. Finally, the greater spiritual good of the one vowing himself can be a sufficient cause of dispensing — for the end of a vow is the spiritual good of the one vowing. Whenever, then, the execution of the vow would impede the greater good of the one vowing, and its relaxation would confer upon him greater benefit, a sufficiently reasonable cause for dispensing would be present.

XVII. It is worth noting, at the end of this chapter, that although it is true that, a true and manifest cause existing, the superior can absolutely dispense in vows, such power very rarely occurs in fact, especially in the graver and perpetual vows. Hence the Apostolic See itself scarcely grants dispensation without some commutation. And all this is common ground. What, then, if a true and evident cause of dispensing absolutely exists — is the superior bound to dispense? Passerini affirms this (n. 750) — that he is sometimes bound, namely, when, all things having been weighed, he judges that it gravely conduces either to the common good, or to the private spiritual good of the one vowing.

Chapter XIV — On the commutation of vows, and on those who have the faculty of commuting them

I. To commute is to substitute one thing for another, taking away the one, and substituting the other in its place. Wherefore the commutation of a vow cannot be defined thus: it takes away the bond, as dispensation does; but, the bond of the vow remaining, another matter is substituted, which succeeds in the place of the former; or, more clearly, another is subrogated in place of the first matter which succeeds in the place of it. Commutation of a vow, therefore, differs from invalidation, which is an act of a dominating power taking away all obligation, no cause even occurring, the matter being considered absolutely. It differs again from dispensation, as has been said above.

II. Commutation of a vow, then, is the commutation of one matter for another, under the same obligation of the vow, as has already been said. Commutation is an effect of spiritual jurisdiction. All those who can dispense in vows can also commute them, though not the reverse — which holds true not only of those who enjoy ordinary power, but also of those who are furnished with delegated power. That commutation is an act of jurisdiction, St. Thomas teaches (Bk. IV, dist. 38, q. 1, art. 4, qc. 4): "*In the commutation of a vow, a certain contract is included, which cannot be perfected without the consent of both parties. Whence the alteration of a vow cannot be made unless the consent of him who bears the person of God on earth intervenes — namely, of the Prelate — unless perhaps one vow is included in another. And because the vow of religious life includes all other vows, both by reason of its perpetuity, and by reason of obedience, whereby a man hands over his own will to God, whereby he can be lord of all that is his own — therefore he who has made some temporal vow can, without seeking the dispensation of any Prelate, enter religious life, notwithstanding the preceding vow which would impede entrance into religious life.*"

III. Question I. *Can anyone, by his own authority, commute his own vow into something evidently better?* Response: Since there is no slight disagreement among authors on the question proposed, it is worth discussing these matters more accurately. And first, all agree that when what is better, or a greater good, is present in the promised matter, anyone can, by his own authority, alter his own vow. But this is not commutation, or substitution, of one matter for another; rather it is a more abundant payment — as if you had vowed to distribute a hundred gold pieces in alms, and you distribute two hundred. Similarly, if you had promised a hundred silver pieces, and you give a hundred gold pieces, this would not be a true commutation, but a more overflowing payment: the whole diversity is material, since gold is worth more than silver; and as regards the payment of the promised alms, no diversity at all is reckoned between gold and silver, since the latter is included in the former. When, moreover, a lesser good is included in a greater good, then it is not a true commutation, of which we are presently speaking, but, as we have said, a more perfect observance of the vow. This is gathered from the teaching of St. Thomas, who teaches that anyone can, by his own authority, commute any private vow whatsoever, even a reserved one, into a vow of religious life — since this comprehends all other particular vows, just as the universal contains particulars. For he says (II-II, q. 88, art. 12, ad 1): "It must be said that all other vows are of certain particular works; but through religious life a man dedicates his whole life to the service of God. The particular, however, is included in the universal. And therefore he who commutes a temporal service into the perpetual observance of religious life is not held guilty of a broken vow." The controversy, then, is about true commutation, in which one disparate matter is subrogated for another — as, if you vowed a fast, and commute it into alms; if you promised to recite the Office of the Blessed Virgin, and afterward recite several Rosaries instead. This is the true state of the question.

IV. The first opinion, which all the new Moralists uphold, affirms that anyone, whether layman or Ecclesiastic, man or woman, can, by his own authority, commute his vow into that which is evidently better. I abstain from listing authors, since, as I said, all more recent writers concede this opinion. Consult Sánchez (Bk. IV, ch. 49, n. 4), and the theologians of Salamanca (tract. 17, ch. 3, punct. 14, n. 132), where they cite many authors. They prove this, first, from the chapter "*Scripturae,*" on vows: "He is not held guilty of a broken vow who is known to have commuted temporal service into the perpetual observance of religious life." And from the chapter "*Licet,*" on Regulars, where it is decreed that, permission having been sought, though not obtained, it is lawful to transfer from a laxer to a stricter religious order. But the sole reason for that opinion is this: what is evidently better is more pleasing and acceptable to God. Now what is more pleasing to God cannot fail to please him. What, moreover, pleases God is lawful.

V. Therefore the commutation of a vow into something evidently better, made by the private authority of the one vowing, is lawful. For indeed, since the will of God is most upright, it cannot fail to accept what is really more good, and more perfect. When, then, it is evidently established that the substituted matter is, without any doubt, better, it does not seem to be doubted that the matter, less good, promised by vow, can be commuted into this better matter. Although it does not always please men what is better, but what is more convenient for them, we cannot suspect this of God; for he is borne, by his own rectitude, toward that which is truly better. And so, when it is evidently established for us that the matter substituted for the vow is better, it is likewise established for us of the consent of God himself, accepting that same matter. This is the sole foundation of this opinion;

which, if the authority of more recent theologians is considered, appears not merely probable, but the most common, and most probable.

VI. St. Thomas teaches the second opinion, in express words (Bk. IV, dist. 38, q. 1, art. 4, last question, in the body): "*Commutation is a certain contract, which cannot be perfected without the consent of both parties; and therefore it cannot be made without the consent of him who bears the person of God on earth.*" This teaching of St. Thomas is drawn from Scripture itself, where, in Leviticus 27, this is found: "*But if the animal be such as may be sacrificed to the Lord, whosoever shall vow it shall be holy, and shall not be changed, that is, neither a better for a worse, nor a worse for a better. But if he change it, both the beast which was changed, and that for which it was changed, shall be consecrated to the Lord.*" This too is gathered from the chapter "*Licet,*" on Regulars, where it is said that it is not lawful for a professed Religious to transfer from a laxer to a stricter Order, unless license has first been sought from the superior. This opinion is defended by St. Bonaventure (Supplement, Bk. IV, dist. 38, q. 1, art. 5, where, concerning the redemption and commutation of vows, verse "on the redemption of vows," letter d), Palacios (on IV, dist. 38, disp. 3, col. 27), Sylvester (s.v. *Votum*, 4, q. 7, dict. 2, where he also cites law 2, §"Si cert. petat," Bk. II, Institutes, "By what means obligations are dissolved," where one paying is not freed unless he pays what he owes, even though he pays something better). The more ancient Canonists too commonly favor this opinion — Innocent (chapter "*Pervenit,*" n. unique, on the law of oaths), John Andreae there (n. 2), Hostiensis there, Antonio there (n. 5), Baldus there (n. 2), Ancharanus there (n. 1), the Abbot there (n. 2), Alexander de Nevo there (n. 1), Bellamera there (n. 2), Felinus there (n. 1), Henricus... (n. 7). This opinion seems to me more probable, both on account of the authority of the ancient theologians, and especially of the holy Thomas and Bonaventure, and on account of the force of the reasons. But before I put forward my reasons, it is worth recalling to mind the state of the question — namely, that our present discussion concerns true commutation, in which one matter, altogether of a different and disparate kind, is substituted for the first already promised by vow; which the theologians of Salamanca excellently note (n. ...). Many of those who are alleged for the contrary opinion by no means had this sense of the controversy clearly in view. For Henrique a San Ignacio, who subscribes to the contrary opinion, says (Bk. X, ch. 47, n. 364): the less good is contained in the greater good — as, if you promised a sheep, and you give an ox. But that this is not a true commutation of the vow, but a more perfect and abundant payment of it, has already been said. We are speaking, then, of those who have vowed fasts, and commute them into alms; or, on the contrary, who have vowed a pilgrimage, and commute it into prayers; and of other similar cases.

VII. The reasons for our opinion are proposed as follows. The commutation of a vow is an act of spiritual jurisdiction. But secular persons lack all spiritual jurisdiction; and ecclesiastical persons cannot exercise jurisdiction over themselves. They cannot, then, commute their own vows by their own authority. The first proposition is beyond dispute, being established by common consent of all the patrons of vows — since the theologians of Salamanca themselves say (n. 113): "Commutation is an act of spiritual jurisdiction, no less than dispensation." Wherefore, just as it is the common assertion that all those who, by ordinary right, can dispense in vows, of whom we have spoken, can also, by right, commute the same, so too is the second proposition manifest. The third, finally, necessarily follows from both.

VIII. This commutation, they say, is not an act of jurisdiction, but of prudence, and natural knowledge. But this is asserted gratuitously. Commutation, absolutely, by its own kind, and by its

own nature, is asserted to be an act of jurisdiction; why not this one too? Is it because it is into better matter? What, if it were into inferior matter? It would be, they say, an act of jurisdiction. What, then, if it were into equal matter? Also, they answer. The value of matter, then, destroys jurisdiction; but the cheapness of the same generates it? Jurisdiction does not look directly to the matter, but to the bond of the promise; while equality or inequality of matter looks to justice. Moreover, while a vow is being commuted, the prior bond is dissolved, and another is substituted. Let me explain the matter more clearly. Several vows are said to be distinguished by genus, or species, on account of the specific distinction of matter — for instance, a vow of fasting is distinguished in species from a vow of alms, on account of the specific diversity of the matters. In a true commutation, then, of which we now treat, one vow is commuted into another. Therefore the first is rescinded, and another succeeds in its place. Now, if the rescission of a contract, or of a promise, is a spiritual contract, or spiritual act, it demands spiritual jurisdiction. This whole teaching is St. Thomas's: "*Commutation is a certain contract, which cannot be perfected without the consent of both parties; and therefore it cannot be perfected without the consent of him who bears the person of God on earth — namely, of the Prelate — unless perhaps one vow is included in the other.*"

IX. By these few words the Angelic Doctor confirms our opinion, and dispels the equivocation of the contrary opinion. When one vow, he says, is included in another — namely, the lesser in the greater — then it is not true commutation, but a more perfect payment; as if someone vowed fifty, and gave a hundred. But when the vows are disparate, then a true and strict commutation occurs; nor is one vow included in the other, though it may be more perfect. Who would say that a vow of fasting is included in a vow of alms, or a vow of pilgrimage in a vow of wearing a hair-shirt, or of undergoing penances, or of contrition? For such vows, then, to be commuted, spiritual jurisdiction is required. And although it is evident that a vow of bestowing a thousand gold pieces in alms greatly outweighs a vow of one or another fast, this change cannot, nonetheless, be made without the jurisdiction, or authority, of him who bears the person of God.

X. Our opinion is confirmed by another reason, by which the contrary opinion is at the same time refuted. What is chiefly considered in a vow is that bond by which the one vowing is bound to offer God what he promised; nor is the thing promised so much esteemed, as the debt of giving it, and the fidelity of carrying it out. Such a bond, by which the one vowing is bound to God, is a more precious sacrifice than any victim whatsoever subject to the promise. For fidelity in fulfilling a promise is more pleasing to God than the price of any promised thing whatsoever. Just as, on the contrary, one who does not fulfill his vow is made guilty of a greater iniquity on account of the falsehood of breaking a promise made to God, than on account of the injustice of stealing from God the thing promised. But whoever, by his own authority, commutes a vow, breaks the promise, and thus becomes a liar. Illicitly, then, does he commute it.

XI. Thus, they say, it is, when we are not certain of the creditor's consent. But when the substituted matter is evidently better, we are certain of the consent of God himself, who, since his will is most upright, always accepts what is better. This response is overthrown by what we have said. Since what is more pleasing to God, and more acceptable, is to discharge a pledged faith, or to fulfill exactly a promise. But whoever commutes an already uttered vow does not discharge the faith given, but violates it.

The vow is not violated, you reply, since a better victim is substituted, and thus it is better fulfilled. I would wish to know how a vow could be violated, except by the change of matter. For there is no other way of breaking a promise, except by the subtraction, or change, of matter. If the matter is either altogether withdrawn, or diminished, both faith and justice are violated, which give rise to the debt of compensating for the thing withdrawn. If the matter is changed either into an equal, or into a better, good, the good remains whole and intact — the justice, that is, which looks to the equality of the thing; but the faith given on the part of the one promising is violated, and the right which the promisee acquired, that the promise made to him be kept, is violated.

Hence it is even more clearly apparent how feeble is the response given — namely, that we are certain of the consent of God himself in the substitution of a better thing. For we are certain that God wills that a promise made to him be kept for himself, and in no way changed, he not being consulted, however much better, and greater, a good is offered instead. This is the greatest good which is pleasing to God above any other precious victim, however great. Of this we are certain; not so of the others which are alleged.

XII. It should be added that the reasoning of the adversaries proves not only that one can commute his own vow into something better, but even into something equally good — which, however, the greater number of them deny, as may be seen in Sánchez (Bk. IV, ch. 49, n. 12). Since, if what is better is more pleasing to God, what is equally good ought equally to please God. Why, then, is God's consent presumed in a better good, but not in an equally good one? Sánchez says: it is more pleasing to God that a man persevere in his prior will, the promise once made having been supposed, when, in place of the prior matter, nothing more precious is subrogated, by which the withdrawal from the prior will offered to God might be compensated. We reply, however, that the mere increase of a greater tribute to be paid to God is not enough for the one vowing to be able lawfully to steal away a victim once offered to God by vow. For however much better, and more precious, the matter to be offered may be, it cannot bring it about that the one who does not offer the promised matter, or who does not fulfill the promise, is not a liar, and a violator of the faith given.

XIII. Finally, just as it is most difficult, and almost impossible, to know the equality between two moral goods, so it is likewise difficult to judge which is the better good, and which ought to be said to be more pleasing to God — since the greater value of things is by no means a sufficient foundation for inferring that it is more pleasing to God. For those things which seem better to us... are not always so before God. A gift of a thousand gold pieces in alms is judged by us to be better than a single day's fast; and yet the observance of the fast will perhaps be more pleasing to God than such a bestowal of alms.

XIV. Let us conclude, then, that no one can, by his own authority, commute his vow into another vow of a different kind — say, a vow of fasting into alms, however great; of pilgrimage into fasts, etc. Of this commutation, indeed, we have spoken thus far, and it is this one commutation that authors dispute, as the theologians of Salamanca clearly explain. And this must always be kept before one's eyes, lest it be confused with the true commutation of a vow, and lest, sometimes, a more perfect payment of the vow be mistaken for it, when you increase the promised thing within the same species.

XV. From this the solution to the arguments of the contrary opinion is clear. For the authority which is objected from the chapter "*Scripturae,*" on vows, speaks of one who, bound by a private vow,

embraces the state of religious life, which comprehends all vows, as the Angelic Doctor explains, who cites the same authority, as has been said (n. 3). The other text favors our own opinion; for it concerns a commutation within the same, as it were, genus of religious life; or the discussion in that text is of the more perfect observance of monastic profession: and yet even in this commutation, which is indeed true, license is prescribed to be sought, although, afterward, if it is unjustly denied, transfer to a stricter religious order is permitted. To the reasoning it is answered that to free the faith pledged to God in the prior vow is more acceptable and pleasing to God than any other matter, however much better. It should be added that we are certain that a promise made to God, which is supremely pleasing and acceptable, ought to be kept. But that a newly offered victim, or vow uttered anew, even though it appears to us evidently better, is more pleasing to God, especially in comparison with the observance of the prior vow, we cannot be certain.

XVI. From all this it is gathered, much more clearly, that no one can, by his own authority, commute his vow either into an equal, or into a lesser good. That a vow cannot be commuted into a lesser good, all concede; that it cannot be commuted into an equal good either, the more common opinion defends. They dispute, however, whether one would sin mortally who, by his own authority, commuted his own vow, either into a lesser, or into an equal, good. The theologians of Salamanca defend the affirmative opinion (tract. 17, ch. 3, punct. 14, n. 136). Since such a commutation, no legitimate authority intervening, is null. For the commutation of vows is an act of spiritual jurisdiction, which resides in the Prelates of the Church alone. Therefore an act without this jurisdiction is null. If it is null, the obligation of fulfilling the prior vow remains under grave fault, just as if no commutation had been made at all. For this opinion they cite Suárez, Palao, Prado, Azor, Raphael de la Torre — with whom we too agree.

XVII. Question II. *Can one who vowed to give a determinate son to religious life, by his own authority, offer another instead?* Response: St. Antoninus denies this (Part II, tit. 11, ch. 2, §8), Sylvester (s.v. *Votum*, 4, dict. 1, where he cites Petro de Palude). This is the more probable opinion. The reason is clear from what has been said.

XVIII. Question III. *In things which are used up by consumption, can one be substituted for another, promised by vow?* Response: Sánchez affirms this (loc. cit., n. 6), since it is not a moral change, as in wine, oil, and the like. If the change occurs within the same species — as if you vowed this wine, this wheat, this oil, and you substitute other oil for the first oil — I too think that no real change is found there. Although this scarcely occurs in practice. For either the prior wine, oil, wheat, etc., has perished, or it has not. If it has perished, the question ceases. If it survives, why should you need to change it? If, however, the change were into a different species — say, if wheat were to be substituted for wine, or wine for oil — then I would by no means grant such a change, since it would be a moral change. Nor do I see on what foundation Leander rested (q. 14), when he holds that, for a quantity of wine, the same quantity of oil could be substituted. This I would in no way grant. In things, however, which are not consumed by a single use, Sánchez, with Suárez, teaches that no change can be made — as, if you vowed a female slave, you do not satisfy by giving her value in money; nor, if you vowed money, do you fulfill the vow by giving a chalice instead — because these do not serve the same use, and one matter is more useful than the other; this cannot be.

XIX. Question IV. *Can one who vowed to hand over a determinate son to religious life offer another by his own authority?* Response: St. Antoninus denies this (Part II, tit. 11, ch. 2, §8), Sylvester (s.v. *Votum*, 4, dict.

1, where he cites Petro de Palude). This is the more probable opinion. The reason is clear from what has been said.

XX. Question V. *Is a layman, or a married Cleric, capable of the jurisdiction of commuting vows?* Response: The common and true opinion denies this, unless a pontifical dispensation is added. Women, too, are incapable of such spiritual jurisdiction. For this reason Abbesses cannot commute the vows of their Nuns, just as they cannot dispense with them either. Similarly, excommunicated Prelates who have been publicly denounced, or notorious strikers of Clerics, do not have the faculty of commuting vows. To those alone, then, belongs the power of commuting vows, who can dispense in them.

Chapter XV — What equality legitimate commuters of vows ought to observe; what causes are required for a legitimate commutation

I. It remains now to explain what manner ought to be observed in the subrogation of matter, whether it be by one's own authority, or by legitimate authority. That no one can, by his own authority, commute his own vow into matter either inferior, or equal, or better, has already been shown. Now it must be explained what manner those who possess the faculty of commuting vows ought to observe. Of pure and simple commutation, in which nothing of dispensation is mixed, our present discussion is. For there are some who have both the faculty of dispensing and of commuting, such as the Supreme Pontiffs, Bishops, and regular Prelates with respect to their own subjects. These, while they commute vows, can mix in some element of dispensation; and thus they can commute vows into a lesser obligation, or matter. We speak, then, of those who can only commute vows, and, as is our opinion, are those who commute vows by force of the crusade bull, or of a jubilee, or of another privilege — who, unlike Confessors, whether Regular or Secular, having permission, can commute vows, but cannot dispense in them.

II. Question I. *In the true commutation of vows, must the equality of matter be observed?* Response: The first opinion maintains that it is lawful to commute a vow into a lesser matter — both because it is difficult and probable, giving rise to doubts and scruples, and disturbance of conscience, to touch precisely the point of equality; and therefore it is probable that anyone can commute his own vows into an equal... good, without needing to consult a superior — since otherwise this faculty would be granted in vain. This opinion is defended by Bonacina (disp. 4, q. 2, punct. 7, §3, n. 11), Diana (Part II, tract. 16, and in the *Miscellanies*), Leander (tract. 1, disp. 18, q. 12), where he also praises Sotus, Medina, Lessius, Toledo, Aragón, and others.

III. The other opinion, which is more common, and more probable, is that a pure commutation of vows ought to be made into morally equal matter. The reason is gathered from St. Thomas's teaching, given above. It has been said that commutation is a contract between him who commutes in God's name, and the one vowing. But any contract whatsoever demands equality. Therefore also the contract of exchange in the matter substituted for the first. This equality in commutation ought to consist in this: that the matter which is substituted equal the matter that was previously in this commutation — that is, that it be whole and integral, lest justice in it be violated. In any civil contract, does not a minister who conducts his master's business act rightly, if he abuses the power granted to him of exchanging the master's property, by receiving a lesser thing for a greater one? Privileges, and favors of Princes, do admit a broad interpretation, the legitimate sense of the words always being saved — but not to the detriment of justice's integrity. When the power of commuting

is given, the faculty of dispensing is not thereby conferred. Commutation, being, as it were, a contract, by its own nature demands equality in the things to be exchanged; nor is there any foundation for interpreting the privilege of commutation more broadly — since, the equality of the things to be exchanged removed, the very nature of true commutation perishes. This opinion is defended by Paludanus (Bk. IV, dist. 38, q. 4, art. 3), Rosella (s.v. *Votum*, n. 6), Sylvester (s.v. *Votum*, 4, q. 8, at the end), Sotus (Bk. VII, on justice, q. 4, art. 1), Cajetan (II-II, q. 88, art. 12), Sánchez (Bk. IV, ch. 5, n. 4), Suárez (Bk. VI, ch. 14), Azor (Bk. XI, ch. 18, q. 11), Sayr (*Clavis Regia*, Bk. VI, ch. 12, n. 9), Layman (Bk. IV, tract. 4, ch. 8, n. 19), Castropalao (tract. 15, disp. 2, punct. 10, n. 6), the theologians of Salamanca (tract. 17, ch. 3, punct. 13, n. 139), Wigandt (tract. 10, exam. 9, n. 63).

IV. This equality, which the aforesaid authors demand, is not to be taken arithmetically, and mathematically, but morally — that is, as it is prudently and in good faith estimated. Nor indeed is the matter to be measured with excessive religious scrupulosity. And this too is observed in other contracts. Hence the first foundation of the contrary opinion collapses. As to what they say in the second place, we deny that opinion to be probable. For, even granting its probability, it does not follow from this that a legitimate commuter can substitute lesser matter in the commutation. But both the one vowing, in the case of matter evidently equal, as that opinion holds, and the Prelate, in the case of matter probably equal, ought to commute the vow.

V. Hence Patritius Sporer is not a little mistaken (tract. 3, on the 2nd precept, ch. 3, sect. 4, n. 122, where he cites his own authors), following Diana, Tamburini, and Gobat, teaching that commutation into lesser, and unequal, matter, can be made by one having the power — provided this inequality is not so great as to be sufficient for a dispensation belonging to another. He further contends that Sánchez, and others, commonly teach this. "Nor do Sánchez, and others commonly," says Sporer, "seem to wish anything else." But Sánchez, and other authors commonly, in express words, uphold our own opinion. Wherefore, that Sporer may somehow be excused, it must be said that he had read neither Sánchez, nor the others. For Sánchez indeed contends that, in the commutation of vows, that equality is not to be observed which is observed in other contracts — since, he says, no power of jurisdiction intervenes in this commutation, as in ours of old. Can, then, the ministers of masters, without power, commute contracts entered into by them? Not so, indeed, as in vows; but civil power is required there; spiritual power of jurisdiction is required here. For the rest, Sánchez, and other theologians, do require that equality in the commutation of vows which is commonly observed in contracts — as anyone reading the same author can confirm for himself.

VI. When the equality between the matter subject to the vow, and the matter to be made subject to the vow, is doubtful, there is room for commutation. Since, as has been said, mathematical equality is not required, but moral equality. When doubt occurs, and there is no certain inequality on one side or the other, the doubt must be laid aside, and, without excessive scrupulousness, or superstition, that equality which is observed by prudent men in good faith in other contracts must be observed. Consult what we shall say below.

VII. From this it is gathered that commutation into a lesser matter, without equality, is not free from mortal fault — since, as Sánchez says (loc. cit., n. 9), grave divine right is injured, and divine worship is gravely diminished. A greater or lesser inequality, however, must be weighed: for, if the inequality is slight, the one commuting will commit only a light fault. Wherefore, that he may securely provide for himself, one who commutes should always take care to exchange the vow for something better.

For to attain exact equality is most difficult. When, moreover, it is God's cause that is being transacted, it seems better that the substituted good be greater, so that God's business may be more safely advanced — as Sánchez himself says in the place cited (n. 10).

VIII. Question II. *Is a cause required for a licit and valid commutation?* Response: Since commutation (as has been said) is a contract entered into between the one vowing, and God himself, so that it may be licitly and validly executed, a cause is required, as is gathered from St. Thomas (II-II, q. 88, art. 12), which we have demonstrated above.

IX. When, however, commutation is made into an evidently better good by a Prelate endowed with legitimate power, all concede that no cause is required. For the excess of the good to be substituted is reckoned a sufficient cause of commutation. We have denied that this can be done by the one vowing, since he has no faculty at all of commuting his own vows. This faculty, however, is present in the Prelate; therefore he can, even without any external cause, commute vows into a good which is evidently better. For then the two things necessary for commutation occur — namely, the increase of divine worship, and legitimate authority.

X. If the matter into which the commutation is to be made is evidently equal, or even probably better, authors commonly teach that commutation can be made by the Prelate even without cause; nor do I myself resist this — since, on the one hand, it is certain that no loss, or diminution, of divine worship then occurs; and, on the other hand, it is probable that an increase of that same divine worship is had.

XI. When the commutation is to be made into an equal matter, the Prelate ought to have some cause. For why, indeed, should the obligation of a vow be broken, with no benefit on the part of the one vowing, and no cause of greater worship existing on the part of God? Would this not... render that minister a very shrewd one indeed, who exchanged his master's contracts at pleasure without benefit to him? This too is common opinion.

XII. When the Supreme Pontiff, by jubilee, or crusade bull, or some other privilege, gives the faculty of commuting vows, no particular cause is required for the commutation to be valid and licit; it suffices only that the execution of those works, alms, prayers, and fasts, which are prescribed in the aforesaid bulls, be performed. For the Supreme Pontiff, in such events, imparts this faculty for the common good, and prescribes such works. It must be judged otherwise, however, when Prelates commute by force of ordinary power, or when regular Confessors commute by force of delegated power. Indeed, for their commutation, a cause is required by an even stronger right.

XIII. Question III. *What cause is required when a vow is commuted into equal good?* Response: The theologians of Salamanca (tract. 17, ch. 3, punct. 16, n. 145, where they cite Cajetan, Prado, Sánchez, Diana, and others) teach that the mere petition of the one vowing suffices as cause for the aforesaid commutation — which Sánchez explains at greater length (Bk. IV, ch. 1, n. 23). Their reason is that this benignity, they say, redounds to God's honor. They concede that the commutation would be illicit, if the Prelate granted it at his own arbitrary pleasure; but not so, when he grants it to indulge the petition of the one vowing.

This opinion does not seem to me sufficiently consistent with itself. For these same authors admit that the very nature of commutation demands a cause, even when it is made into equal matter — which Sánchez especially proves (loc. cit., n. 6). That this cause, then, should consist universally in

the mere petition of the one vowing seems altogether paradoxical. For the petition for a dispensation, and the cause either of dispensing or of commuting, are two distinct things. And if someone were to say, absolutely, that the mere petition for a privilege, and for any favor whatsoever, is itself a just cause for its grant, he would utter something quite unheard of.

XIV. We say, then, that, besides the petition of the one vowing, some other cause is required for the licit commutation of a vow into equal matter. It is not, however, necessary that it be a grave cause; but a light one suffices — because, since equal matter is substituted, divine worship is not diminished, but only the one vowing is lightly injured. For this reason a light cause suffices — say, some particular difficulty which impedes execution. So think Sylvester (s.v. *Votum*, 4), Rosella (s.v. *Votum*, 5, n. 6), Angles (s.v. *Votum*, 4, n. 10), Sotus (Bk. VII, on justice, q. 4, art. 3), Azor (Bk. XI, ch. 18, q. 3), Sayr (*Clavis Regia*, Bk. VI, ch. 12, n. 18), Vivaldus (*Candelabrum Sacramentale*, Part III, ch. 14, n. 15).

XV. Question IV. *Is a commutation into an equal thing, made without cause, invalid?* Response: Such a commutation is indeed illicit, but not therefore invalid. For justice is observed there, which demands equality. The Prelate only abuses the absolute power granted to him, in a light matter. For this reason, from the defect of this light cause, the aforesaid commutation does not become invalid.

XVI. Question V. *Is the aforesaid commutation invalid, when the cause is entirely lacking?* Response: All agree that a cause is required for a valid commutation, in which lesser matter, or obligation, is substituted for the prior obligation of the vow — and, indeed, the graver the matter, the graver the cause required; just as a greater cause is necessary for a dispensation, in which the bond of the vow is altogether dissolved, than for a commutation, in which the bond of the vow is not altogether dissolved, but one thing is substituted for another. Authors dispute, however, whether, just as the defect of a reasonable cause renders a dispensation invalid, so too does it render a commutation invalid. It has been said that a commutation into equal matter is valid, even if a cause is lacking. The controversy, then, is only about a commutation into a lesser good, made without cause.

XVII. That such a commutation is valid, not a few authors teach, this condition being added: that the one vowing is bound to supply the deficiency of the substituted matter, so that it may equal the prior matter. This opinion is defended by Sánchez (ch. 5), Bk. XVI, and others. Their reasons are these: that it is more lenient to deal with God than with men. Now civil exchanges between men are valid, even if made without cause, as is clear from the law "2," on the rescinding of sale. The same, then, must be said of the commutation of vows. Candido (disp. 25, art. 2, dub. 3, concl. 6 and 7), Diana (Part... n. 8) hold that a commutation into a lesser good, made with cause, is valid by a stronger right, provided the one vowing has the obligation of supplying the equality of the prior matter. It is added that a commutation into... according to all, agrees with the value of the matter: therefore even without a cause alone, the obligation will have some value.

XVIII. The contrary opinion, to which we adhere, is more common, and more probable. Since commutation is an act of spiritual jurisdiction, which, without a cause, is invalid, just as dispensation is, according to St. Thomas, II-II, q. 88, art. 12 — for it is not at all acceptable to God that vows uttered to him be relaxed without cause; since no power without a cause is granted for destruction, but for edification. Therefore, for the relaxation of vows to be valid, whether by dispensation, or by commutation, a reasonable cause ought to exist. For a Prelate, whether he dispenses vows, or commutes them, represents God, and bears his place; nor indeed, if without cause he granted his

own commutation, would it be for edification, but wholly for destruction. This opinion is defended by Suárez (Bk. VI, on vows, ch. 19, n. 14), Prado (ch. 31, q. 15, n. 40), Ludovico López (Part I, ch. 1), Castropalao (disp. 2, punct. 17, n. 2), the theologians of Salamanca (tract. 17, ch. 3, punct. 16, n. 148), and others.

XIX. The arguments of the contrary opinion are most easily answered. It is true that we ought to deal more gently with God than with men, but always with justice preserved. Civil exchanges are valid, even if made without cause, since laws are established, so that disputes and lawsuits may be avoided. But nowhere is it established for us that God has decreed the power in himself of relaxing vows to be granted without cause; rather, the opposite is established both by reason and by the Doctors. To the second, the consequence is denied — because, when a cause of commuting is present in the Prelate, all things required for the validity of the commutation concur. If, however, the Prelate falls short of what is just in the substitution of matter more than he should, he sins against equity — which does not impede the validity of the act. But when the cause is entirely lacking, the power too is lacking — since it was granted by God to be exercised for edification, which occurs only when a reasonable cause for commuting is present.

XX. From this it is gathered, by a stronger right, that no commutation of a vow into a lesser good, made by one's own authority, or by one who lacks jurisdiction, is valid — as is established from what has been said. Nor is Sánchez sufficiently consistent with himself, when, in ch. 5, n. 12, he contends that the aforesaid commutation is not altogether void — since, in the preceding chapters, he asserted that no commutation of a vow made without legitimate power is valid, even into an equal good, let alone into a lesser good. Wherefore one who commuted a vow into a lesser good ought first to fulfill the prior vow.

XXI. Question VI. *What sin does a Prelate commit who, without a legitimate cause, commutes a vow into a lesser, or even an equal, good?* Response: Suárez (Bk. VI, ch. 19, n. 14) teaches that this Prelate sins gravely, since he abuses the power granted to him. He likewise affirms, by a stronger right, this of one who, by his own authority, commutes a vow into an equal good — unless ignorance excuses him from fault. But when there would not be a notable diminution on the part of the substituted matter, but a moral equality would be preserved, I would not dare condemn the Prelate of mortal sin. He would indeed sin, since he would in some manner abuse the power granted to him. But it is difficult, in practice, to find so great a malice in the commutation of a vow, equal matter being substituted, that the commuting Prelate should be found guilty of mortal wrongdoing — both because it is difficult for no cause at all of such a commutation to occur, and because ignorance of it can easily diminish the fault. For he will commute, persuaded by a probable opinion, which, though it does not altogether excuse him, nonetheless extenuates his fault. Sánchez (loc. cit., ch. 2, n. 16) maintains that the one vowing, too, who by his own authority commutes his vow into an equal matter, does not exceed the bounds of venial fault, since it is an unfaithfulness in this, that the one vowing usurps to himself an authority. But I decline to subscribe to this opinion. For although there would be equality in the exchange of matter, there would nonetheless be an injury of right in the usurpation of power; which, as it seems to me, can in no way be called light.

XXII. Question VII. *Is a dispensation mixed with commutation to be presumed, when...* the commutation appears illegitimate, as being manifestly into a lesser matter?* Response: Some hold that a dispensation is not then to be presumed, when a learned man commutes the vow — since a learned

man is presumed not to be ignorant of a matter so clear. If, however, it is not established that the one commuting is learned, as not infrequently happens, then they add that the commutation is to be held illegitimate — especially if it is certain that the Confessor commutes vows by force of a bull, or of a jubilee, by which only the faculty of commuting, not of dispensing, is granted. If he did not express by whose faculty he commuted, nor sought a cause for commuting, the commutation is to be presumed illegitimate — since, if he had dispensed, he would have sought a cause. On the contrary, if he examined the cause, and the one commuting was a Confessor from among the Regulars enjoying privileges, then a dispensation mixed with commutation is to be presumed. If, finally, all things being weighed, the matter remains doubtful, possession stands for the prior vow. Thus teaches Sánchez (loc. cit., n. 13). All these things are not proven to us. For it has already been shown above that regular Confessors do not at all enjoy the privilege of dispensing in vows. We confirm, then, that the first vow is to be kept, when doubt arises as to the validity of the commutation.

Chapter XVI — On the commutation of vows by force of the jubilee, or of the crusade bull

I. Although the crusade bull, as it is called, does not at all obtain in many kingdoms, nonetheless, since nearly the same difficulties occur to be untangled concerning it as concerning the jubilee, we, inquiring what Confessors can do in the commutation of vows by force of the jubilee, will also mention the crusade bull, though we shall speak of it only in passing. The clause which is contained in the jubilee bull concerning the commutation of vows is this: "And whatsoever vows made by them (captivity and religious life alone excepted) may be commuted into other works of piety." The faculty, however, which is granted in the crusade bull is of this kind: "And all their vows (excepting those of an overseas expedition, of chastity, and of religious life) may be commuted by the same Confessor." As is clear from the diversity of the two clauses, the faculty granted in the jubilee is ampler than in the crusade bull. For in this latter, besides the vows of chastity and religious life, the vow of pilgrimage overseas is also excepted, and the faculty of commuting is restricted to some aid for this crusade expedition to be undertaken; which restriction is absent from the jubilee, by virtue of which commutation can be made into any works of piety whatsoever. In the jubilee, however, the faculty is granted of commuting the vows of the threefold pilgrimage, to Jerusalem, Rome, and Compostela. In the crusade bull, too, the faculty is restricted to commuting vows into some aid to be given for the holy war; which restriction is absent from the jubilee.

II. The vows of chastity and of religious life, which are excepted both in the bull and in the jubilee, are understood to be perfect and absolute vows, as has been said above. Wherefore vows of not marrying, of not fornicating, of conjugal chastity, of chastity for a limited time, are not understood to be reserved; nor are vows uttered under deceit, fear, or error. All such vows can be commuted by force of the bull, or of the jubilee, whether they were made before the promulgation of the jubilee, or after, or even in the hope of obtaining the commutation through the jubilee, as authors commonly teach.

III. Question I. *Should the commutation be made within, or outside, confession?* Response: Whoever has the faculty of commuting vows, whether by force of the crusade bull, or of the jubilee, or of privileges, can grant the benefit of commutation both within and outside confession. And the reason is clear: since the privileges which grant the faculty of commuting do not bind it to sacramental confession.

Why, then, should such a faculty be limited by us to that confession alone? There is, then, no need for the Confessor to hear the confession of the one vowing, in order to be able licitly, and validly, to commute vows. This is the common opinion.

IV. Question II. *Can commutation into a lesser matter be made by force of the jubilee, or of the bull?* Response: Not a few affirm this, on the grounds that a privilege ought to effect something. It would effect nothing, however, unless the obligation could be changed into a lesser one — since anyone can commute his own vow, by his own authority, into an equal one. From what has been said above, it is established that this opinion is false. A privilege effects that a commutation into a morally equal good be made — which no one can accomplish by his own authority. For the rest, a privilege does not impart the faculty of making an unjust commutation, which by its own nature demands equality. It would, however, be unjust, if made into a lesser good.

V. Question III. *Can the vows of religion and of chastity be commuted by force of the jubilee, or of the bull, necessity pressing?* Response. This difficulty too has been disputed above. Those who maintain that Regulars can, by force of their privileges, dispense in the vow of chastity, necessity pressing, as the Bishop can, defend also that they can do it by force of the jubilee, or of the bull. This opinion we have disapproved, and now too we reject it, denying that, even with necessity pressing, the reserved vows of chastity or of religion can be commuted by force of the jubilee.

Translated for this site from the Latin of the print, where the English received lacks this passage or departs from the print. (ed.)

VI. Question IV. *Can a vow, or oath, of disbursing alms to a determinate poor person, or Church, be commuted by virtue of the jubilee, or of the crusade bull, after that poor person's, or that Church's, acceptance?* Response: Leander (tract. 1, disp. 18, q. 21), Trullench (Bk. I, ch. 3, dub. 8), Tamburini (Bk. II, on the Decalogue, ch. 16, §5) teach that it is probable that this can be done — since all vows are uttered to God as their principal end; but they are directed toward the poor person, or the Church, as toward a less principal, or secondary, end. Therefore, just as a vow directed toward God alone can be commuted, by one's own will, into something better, so too a vow which redounds to the greater benefit of the poor person, or of the Church, can be commuted. This opinion, however, we reject as improbable — since the poor person, or the Church, after acceptance of the promise confirmed by vow or oath, acquires a right to the thing promised. Now no privilege granting the faculty of commuting vows at the same time grants the power of injuring justice, or a third party's right. Before the vow is accepted, it can be commuted, since the poor person does not yet have a right to the goods promised. But, acceptance having followed, the promise given can in no way be broken without that party's consent. And this is the common, and true, opinion.

VII. Question V. *Can one who has once gained a jubilee obtain a subsequent commutation of vows?* Response: In the crusade bull it is expressly defined that they can be obtained only while the grace granted in it is in force; not so, once it has expired. In the jubilee the matter is not defined. Therefore, one who has gained it, if he did not make use of it, being perhaps forgetful of it, can, once it has elapsed, still obtain the commutation of his vows — just as he can obtain absolution from reserved cases, even after the jubilee has passed, which he gained at the due time, as Sánchez teaches (Bk. IV, ch. 45, n. 36), Leander (tract. 5, disp. 14, q. 98), Henríquez (Bk. III...), the theologians of Salamanca (tract. 17, ch. 3, n. 14). But as for one who, even deliberately, and knowing it, omitted to seek the commutation of his vows, can he, the jubilee having passed, obtain the same commutation? This seems difficult to me — for one who, with deliberate mind, disdains to receive favors granted for a definite time by the

Prince, is scarcely worthy to receive them at his own pleasure afterward. But this scarcely occurs in fact.

VIII. Question VI. *If someone, at the beginning of the week the jubilee is published, took care to have his vows commuted, with the intention of gaining the jubilee, but afterward, either through negligence, or forgetfulness, omitted the works necessary for gaining the jubilee, and thus did not at all obtain it — does such a commutation stand?* Response: If someone, in good faith, obtained an absolute commutation of vows, cut off from every condition, I would reckon it valid. For indeed I can discover nothing that stands against its validity — since it can be done outside confession by one who has the authority. In the one vowing, too, a disposition of mind ready to gain the jubilee was present. Now the obligation to gain the jubilee, once extinguished... , is presumed to have ceased. Once extinguished, then, it never revives. If, however, the commutation was conditional, and the effect necessary for gaining the pious works was not obtained, it would be clear that the commutation was null — since it could not have effect, unless the condition was fulfilled. So Suárez (Bk. VI, ch. 15, n. 9), Sánchez (Bk. IV, ch. 45, n. 35), the theologians of Salamanca (tract. 17, ch. 3, punct. 15, n. 138), and others. Sánchez, Diana, Trullench, and Bonacina add, as the aforesaid theologians of Salamanca report, that one does not sin mortally who, in good faith, obtained the commutation of vows with the intention of gaining the jubilee, even if he afterward, with deliberate mind, neglects the works necessary for obtaining it — which by no means is proven to my satisfaction. Since it can in no way be presumed that the Pontiff wills to impart the benefits by force of the jubilee to those who voluntarily disdain to receive that jubilee. Wherefore the foundation of the Fathers of Salamanca, writing that it does not stand with the Pontiff's intention to oblige to this, collapses. Indeed, we add that it is clear enough to anyone judging prudently, according to the laws, that it is the Pontiff's intention to deny his benefits to all who disdain them.

IX. Question VII. *Does a Confessor sin, who, being petitioned, refuses to commute vows during the time of the jubilee?* Response: If he had a just cause for denying the commutation, he commits no fault at all. If, without cause, he refuses one petitioning him for the commutation of vows, he sins, more or less according to the variety of circumstances.

X. Many other points that might be disputed on this matter we refer to the treatise on the jubilee, to be discussed and resolved there.

Chapter XVII — On returning to the prior matter after the commutation of a vow, once accepted by the one vowing

I. Question I. *When a vow is commuted into another matter, is the prior matter extinguished?* Response: It is agreed among theologians that commutation differs from dispensation in this: that in the latter, the bond is altogether dissolved; but in the former, only the matter is changed, so that it is fixed on something else. The Angelic Doctor teaches this in express words (Bk. IV, dist. 38, q. 1, art. 4, question 5): "*When a vow is commuted, the one vowing is absolved from one thing, so as to be bound to another; but when dispensation is given in a vow, he is simply absolved from the vow, without this — that he be bound to anything else.*" The obligation of rendering the first matter promised by the vow being extinguished, another obligation of the same kind arises, which, that is, binds the one vowing, under the bond of the vow and of religion, to discharge the substituted pension.

II. Question II. *When a commutation of a vow has been made, is the one vowing bound to carry out the prior matter, if the substituted matter becomes impossible, or he himself, through his own fault, omits to render it?* Response: It is certain that the one vowing sins against the vow, if he deliberately neglects to carry out the substituted matter, or burden. For example: you vowed alms; this was commuted for you into a fast to be performed on such a week. This you omitted through your own fault, or its observance has become impossible on account of illness. As to the first part of the question, the common opinion is that you are not bound to fulfill the thing first promised — since, by the commutation, that obligation is extinguished. But an extinguished thing does not revive. You are, however, bound to fulfill the substituted burden, even the defined time having elapsed — since it was not bound to that time on account of some circumstance of that same time, but as a fitting term of payment, not as a term ending the obligation.

III. Authors commonly note that the original obligation does not revive, when the commutation was made by the legitimate authority of a Prelate, or of one having jurisdiction; not so, when the commutation was made by the one vowing's own authority: for then, if the matter substituted by himself has become impossible in whatever way, the one vowing is bound to fulfill the prior obligation.

IV. Question III. *Once a commutation of a vow has been made, and accepted by the one vowing, is he free to return to the prior matter?* Response: Some things in this question are certain, and some are matters of controversy. If the commutation was made into a lesser obligation, with dispensation mixed in, without doubt the one vowing can lawfully return to the prior matter, leaving the substituted matter — since no one is compelled to use a privilege of dispensation favoring him; but he can always embrace what is better. The theologians of Salamanca establish the same as certain concerning a commutation made into equal matter, in favor of the one vowing — since the commutation is made for his benefit, and he can renounce a personal favor and benefit at his own pleasure.

V. Authors dispute, however, whether the return to the prior matter is free, when the commutation was made by legitimate authority, whether into equal, or into better, matter. Sánchez affirms this (Bk. IV, ch. 45, n. 26), Leander (tract. 1, disp. 18, q. 24), Castropalao (tract. 15, disp. 2, punct. 11, n. 10), Lessius (Bk. II, ch. 40, dub. 16, n. 111), Azor (Bk. XI, ch. 18, q. 10), Bonacina (disp. 4, q. 2, punct. 7, §1, n. 20), Layman (Bk. IV, tract. 4, ch. 8, n. 27), the theologians of Salamanca (tract. 17, ch. 3, punct. 12, n. 165), and others — since commutation, however it is made, is for the favor and benefit of the one vowing. But anyone can renounce his own favor, as is gathered from the chapter "*Statuimus,*" on Regulars. It is added that commutation is made with this tacit condition, that the one vowing fulfill what has been substituted for him, unless he prefers to fulfill the vow first made. Finally, the benignity of God shines forth chiefly in this: that those vowing may perceive that it is dealt more gently with them by God than by men. From which they infer that the one vowing can, as often as it pleases him, return to the original matter, the substituted matter being omitted; and, on the contrary, refuse to return to the prior matter, which, the substituted matter being left, he had again chosen.

VI. The other opinion, to which I subscribe, denies that the one vowing, after a commutation made into something better, and accepted, can return to the original matter. Since, although the commutation is made in favor of the one vowing — which all concede — it by no means follows from this that the one vowing can always, and in whatever circumstance, return to the prior obligation. For

a commutation to be said, and to be, in the favor of the one vowing, it is enough that it rescind the obligation of the prior bond, and impose another burden.

This is the sole favor of commutation. Is it, then, because the commutation favors the one vowing, lawful to substitute a light matter for a grave one? Nay, all agree that a moral equality must be preserved. The favor of commutation, then, looks solely to this: that the prior obligation be rescinded, and another substituted. Whenever a superior, in commuting a vow, imposes some better matter, he does this so as to compensate for the rescission of the prior obligation, by which the one vowing was gravely burdened; and he judges it lighter for him to fulfill the substituted matter, even though absolutely better, than to carry out the original one. Nor indeed is it to be thought that a superior commutes a vow into something better at his own arbitrary whim; but he does this sometimes for this reason: that he may compensate the liberty which he took from the prior obligation by exempting the one vowing from it.

Commutation is, indeed, a certain contract, in which equality, so far as it can morally be done, must be observed. When, then, the one vowing, in this contract, accepted the burden substituted, and bound himself by the bond of religion to fulfill it, he passed over into the obligation of the vow; and the greater value of the substituted matter compensates for the greater ease in fulfilling it, and this obligation the one vowing freely accepted. He cannot, then, return to the prior, lesser obligation. Since the one vowing has already felt the benefit of the commutation, on account of the payment of a better matter having been imposed on him for compensating the prior obligation, it was fitting that the benefit conferred be indicated, in that the one commuting judged that something ought to be given to equalize the prior obligation. The one vowing, then, cannot lawfully draw back from discharging this burden. It should be added that, while the commutation is made in favor of the one vowing, it is at the same time also carried out for the greater worship of God. Therefore, if the one vowing enjoys the benefit of liberty from the prior bond, it is equally fitting that divine worship too should shine forth through a more excellent matter offered to him.

This is confirmed by the example of any civil contracts whatsoever. A contract having been entered into between Peter and Paul concerning a silver vessel to be given to Peter, a commutation is sought by Paul, and the silver vessel is commuted into a gold one, Peter consenting, and Paul, who ought to pay, accepting — would it be lawful for Paul to draw back from this second contract, and return to the first, Peter not being consulted? If this would be unjust in human exchanges, why not also in divine ones? This opinion is defended by Suárez (ch. 20, n. 12), Filliucci (tract. 4, disp. 5, n. 3), Raphael de la Torre (II-II, q. 88, art. 12, n. 104), Reginaldus (Bk. X, ch. 10, n. 188). Castropalao, however (tract. 15, disp. 2, punct. 18, n. 9), and Prado (ch. 31, q. 15, n. 361) consider it probable. The arguments of the contrary opinion remain resolved only from the proof of our own opinion. For commutation, as regards some things, is in favor of the one vowing, but not as regards all things — for it is at the same time in favor of divine worship. But if it were always, in whatever case, lawful for the one vowing to withdraw from a commutation made, leaving the prior obligation, and to return again to the substituted matter — then certainly commutation... would be for the sole benefit of the one vowing. But it is gratuitously asserted that commutation is a certain contract made under a condition, and this is contrary to the nature of a contract of exchange. Finally, that the benignity of God shines forth in this — that, for any fitting cause, the prior obligation should be remitted, and another substituted in its place — is contrary to nature; and it must rather be said, on the contrary,

that it is more consonant with the divine benignity that a promise, once made and accepted, should be preserved.

VII. Thus far the dispute has concerned the commutation of a vow into something better. Let us now add a few words on the commutation of a vow into an equal good. The reasons of the opinion denying that the return to the prior matter is licit, when the commutation is into something better, likewise prove that this return is not licit, when the commutation is into something equal. Since, even when the commutation is into an equal good, it is made by the consent of both parties — that is, of God, taking the place of a superior, and of the one vowing petitioning the commutation, God consenting, and exchanging. The return, then, to the first contract, or vow, is in no way licit, God's minister not being consulted. To this opinion the most learned Pietro Passerini concedes (q. 187, art. 1, n. 771), where, both opinions' foundations having been related, he rejects the reasons alleged for the contrary opinion as weak — which, to confess the truth, seem so to me as well.

For, to embrace everything briefly, the exchange of a vow does not remove the nature of a vow; but the vow remains, only the matter being different; and the one vowing is bound, by force of the vow, to fulfill the obligation imposed on him by the one commuting. But, even according to Sánchez, the theologians of Salamanca, and many other authors of the contrary opinion, the one vowing cannot, by his own authority, commute his own vow into equal matter. They must therefore admit that the return to the prior matter is likewise illicit. Since then, the obligation of the vow being extinguished, in no way revives, as all the adversaries themselves admit — for if the substituted matter should become impossible, the one vowing is not bound to carry out the prior obligation. When, then, he would return to the prior matter, the one vowing would impose upon himself, by his own authority, a new obligation. This obligation is the obligation of a vow. Therefore the one vowing would, by his own authority, commute his vow into equal matter — which the adversaries themselves refuse to admit can be done.

Chapter XVIII — What rule ought to be observed in the commutation of vows

I. Although no certain and precise rule for commuting vows can be given, nonetheless certain general rules can be assigned, which, by the prudence of the Superior, the circumstances of place, time, and persons having been inspected, provide the precise measure of the commutation to be made.

Rule One. In the commutation of a vow, the matter alone is considered, no regard being had to the bond. In dispensation, both the matter promised and the bond of the promise are considered; for although, indeed, this rule does not bind the one commuting, it nonetheless greatly serves him, so that, in practice, he may more closely apply and moderate the limits of prudent equality in the vows of the one commuting.

II. For, although it does not remove... let it suffice that, in practice, it should approach nearer to the bounds of prudent equality. The matter promised by the vow is to be considered, and the bond; both are removed by that... but not so in commutation, in which the bond remains, or another of the same nature is substituted for it. According to this common rule, in the commutation of a vow made to avoid some sin, the imposition of grave matter is not necessary — since the bond of the precept is not thereby removed, nor the bond of the vow; but it is transferred into the substituted matter. In a

vow to avoid fornication, the force of the vow ought to be considered as regards its removing the one vowing from a lapse into such a sin. For this is the proximate end of that vow. If, then, it is discerned that the vow has great efficacy in withdrawing the one vowing from a lapse into such a sin, such that, without the vow, the one vowing frequently falls into the crime of fornication, but rarely while bound by the bond of the vow — then that vow greatly conduces to divine worship, and the benefit of the one vowing; and therefore it ought to be commuted into grave matter, which, according to prudent estimation, would possess equal efficacy in warding off the one vowing from the crime of fornication. This matter to be substituted, grave and efficacious for the aforesaid end, authors commonly reckon to be a perpetual monthly confession. If, on the contrary, the vow contributed nothing, or little, to the principal end of freeing the one vowing from sin — but rather the one vowing multiplied his sacrileges by the frequent perpetration of crimes — then a very light matter ought to be substituted in the commutation, such as the recitation of the Office of the Blessed Virgin, or of one Rosary a week for five years, more or less, various circumstances being inspected.

III. Second Rule. The greater or lesser dignity of the matter is by no means to be sought from the excellence alone of the virtue whose fruit it is; but the circumstances are to be examined, and chiefly the utility of the one vowing, and the condition of place and time. To restrain the rebellion of the flesh, you vowed a fast, so as to temper concupiscence. In making the commutation, it would not be rightly substituted with prayer, which is an act of virtue however excellent, but is an act of temperance — nor with penance itself, if that vow was principally directed by the one vowing against the vice of avarice, and thirst for money — since these things contribute little to the intended end. Nor, however, must matter of the same kind always be substituted — such as, for a vow of almsgiving, another almsgiving be prudently substituted; or, for a work of penance, mental prayer — since such things ought to be integral, as far as it can be done, so that the spiritual benefit of the one vowing, and divine service, may be preserved safe. The frequency of the Sacraments is a universal good, which is wont to equal the efficacy of any other matter whatsoever in freeing those vowing from the perpetration of crimes. Against avarice, however, almsgiving ought to prevail; but the circumstances are always to be attended to.

IV. Third Rule. In any vow whatsoever, the dignity of the substituted matter is chiefly to be kept before one's eyes. For the end which the one vowing sets before himself, in a certain way, elevates, and constitutes more precious, the quality of the matter, or of the end. A vow made for such an end ought to be more carefully weighed in commutation, so that a matter more apt for attaining it may be substituted than if it had been uttered without such an end. And, that we may not squander money on this point, therefore the vow, for the sake of avoiding gambling, so that perjuries, or blasphemies, be avoided, is a much more noble and excellent end; therefore, the matter to be substituted ought to be graver, and more worthy.

V. Fourth Rule. The difficulty of executing the vow must also be considered, since it too... increases the merit of such matter. If a vow of fasting is to be commuted into alms, a smaller quantity should be imposed on it, if the one vowing is poor, than if the vow were the rich man's — since the small offering of a poor man is more acceptable to God than the great gifts of the rich, other things being equal. The strength of those vowing must also be examined: more fasts are to be imposed on the idle, the robust, the gluttonous, than on the weak, and on laboring men leading a toilsome life. For this reason, in vows of pilgrimages, the expenses and hardships of the journeys must be examined, so

that fitting matter, which morally equals all these, may be substituted, as authors commonly teach — whom Sánchez also cites (Bk. IV, ch. 56, n. 11), where he notes that, in the computation of expenses, attention must be paid to the condition of the one vowing — since, as commonly happens, the rich are accustomed to undertake journeys on foot far less often than they do commonly, and are accustomed to spend far more than the poor; therefore the expenses of the pilgrimage are to be computed with respect to the dignity of their status — which Suárez also teaches, with others. Nor are the expenses of the outward journey alone to be computed, but the expenses of the return as well, as is gathered from the chapter "*Magnae,*" on vows, where the expenses are computed in the commutation of a vow of pilgrimage to Jerusalem. "The expenses which he was going to incur going and returning," says the Supreme Pontiff. If the one vowing had determined to change his domicile for that of his pilgrimage's destination, then the expenses of the return would not at all be computed. But when the shrine, or image, whose visitation someone vowed, becomes closer, or more remote, after the vow was uttered — either because the one vowing has changed his domicile, or because the image, having been transferred, has been brought nearer to the one vowing — then it must be considered from which place the vow obliges. If the execution of the vow was to have been carried out from the place where the vow was uttered, in the computation of expenses, account must be taken of that same place. On the contrary, however, if the vow was directed only to the shrine of the pilgrimage, it should be reckoned as obliging from the closer place. Finally, the dangers of the journey ought to be held before one's eyes, and the losses which domestic affairs would suffer from the one vowing's absence, and the expenses of the sojourn during the space of the journey. In all these matters, just as excessive scrupulosity is to be avoided, so too is a supine laziness; and everything is to be referred to the rules of prudent economy, as authors commonly teach, especially Suárez.

VI. Fifth Rule. It is not necessary that a personal vow be commuted into a personal one, and a real vow into a real one; although this is fitting, and it is expedient, where the commuting party can observe such a rule. This is gathered from the chapter 2, on vows, where it is read that a vow of alms, which is real, is commuted, while commuting, into a vow of pilgrimage to Jerusalem, which is personal. The reason too is clear. That which is chiefly to be considered in commutations of vows is the worship of God, and the spiritual utility of the one vowing. Now these two can equally be found in personal, as in real, actions. There is not to be attended to, then, a mathematical equality, but a moral one — which, insofar as it promotes divine worship more or less, is more or less apt for constituting equality with the prior matter.

VII. Sixth Rule. In the commutation of conditional vows, it must be considered how contingent the outcome of the condition is, while a vow bound to a condition is to be commuted into an absolute one. You vowed, for example, to bestow ten gold pieces in alms, if your ship should arrive safely at port. You seek, before the ship's arrival, that the vow be commuted into an absolute one. According as the ship's arrival at port is more or less probable, the quantity of alms can be increased, or diminished. If the arrival is doubtful, it can be commuted around five out of the ten; if quite probable, around seven — just as, in a contract of insurance, a greater price is exacted, the more uncertain the outcome. You vowed religious life, if your father should recover safely from his illness. You seek to have the vow commuted, before your father becomes well. Then it must be commuted into a greater, or lesser, burden, according as the danger to your father's life is greater or lesser. If a conditional vow is commuted into another conditional one, and the conditions are equally doubtful, the commutation must be made into equal matter. If, however, a more certain condition is attached, the matter which

must be substituted is to be diminished. If the commutation is made once the condition has been fulfilled, then the commutation ought to be made into equal matter — since an absolute vow is being commuted into another absolute one. The same must be said of a penal vow, if it is to be commuted once the penalty has been incurred — for then the vow becomes absolute, and consequently the rules of commutation for an absolute vow must be observed. When, however, the vow is to be commuted before the penalty is incurred, then not only the penalty, but the contingency of incurring it, must be considered. Whoever wishes to know more of this, may consult Sánchez in the place cited.

VIII. Eighth Rule. In any commutation of vows whatsoever, the frailty of the one vowing must always be regarded, and weighed, and care must be taken lest he be too greatly burdened, or exposed to the danger of transgressing the new obligation. It is very easy to indulge... nor indeed is such solemn discourse necessary — that the commutation be made into those works which become easier for that same one vowing. As, if the one vowing is bound to fast, to pour out prayers, to frequent sacred reading, sacred works of this kind can be commuted, other circumstances, however, being observed. Sometimes an option is to be shown to the one vowing, so that he may select for himself those burdens which seem to him less grave. The frequency of the Sacraments is that holy work into which very many vows can be commuted. For who would not profit from this moderate frequency — say, once a month? — one ought greatly to fear for such a person.

IX. I subjoin some examples of commuted vows, drawn from law, and from the best authors. In the chapter "*Venientis,*" on vows, a vow of pilgrimage to Jerusalem, made by a certain boy, with whom there was just cause for dispensing, is commuted into a vow of almsgiving, so that he might provide, for the whole span of his life, for one poor person. And in the chapter "*Magnae,*" the vow of such a pilgrimage, made by a boy, is commuted by a Bishop into this: that he send the expenses of the outward and return journey, and compensate the inconveniences, labors, and dangers of the journey by frequent vigils and fasts.

X. In pilgrimage, authors commonly consider whether the journey is to be made on foot or not. If the one vowing was to perform the pilgrimage on foot, they decide that the labor of one day's journey on foot can rightly be commuted into one day's fast, and of two days' journey into two fasts, etc. If the journey was not to be on foot, but on horseback, they decide that the labor of four days is best exchanged for one day's fast.

XI. Medina notes (Bk. I, Summa, ch. 14, §7, rule 3) that one who had to commute a vow of entering the Dominican Order ought to weigh the burdens to be undergone by the one vowing — namely, the daily recitation of the canonical office, seven fasts of months every year, perpetual abstinence from meat, always wearing a woolen shirt next to the flesh. He then infers that this vow ought to be commuted into these burdens: namely, that the one vowing fast throughout the whole span of his life every sixth day, from fortnight to fortnight, that, sacred confession having preceded, he receive the sacred Eucharist, that he recite the penitential psalms daily, and disburse alms according to his means. I myself would add a modest garment, both in color and adornment, gold or silver ornaments not being used. A simple vow of chastity, however, cannot be removed by pure commutation, as Sotus teaches (Bk. VII, on justice,... q. 4, art. 3), following that saying of Proverbs 16: "He that speaketh not weighed things, is not fit for a continent soul" — and therefore some element of dispensation must necessarily be mixed in.

XII. A vow of not entering marriage is customarily commuted into a confession to be made monthly for two or three years. I would add some alms to be disbursed to a poor girl who wished to embrace the religious state.

XIII. A vow of receiving the priesthood is commonly said to be commuted into the daily recitation of the penitential psalms with the litanies, or of the Office of the Blessed Virgin, or of the Rosary, into confession and communion every fortnight, into a vow of preserving chastity in the world, and into an obligation of paying, every month, alms for one Mass to be celebrated. If the vow concerns chastity, as is probable, it will be better for him to fast every Friday for the whole span of his life. But in such grave vows, dispensation must be sought together with the commutation from those who possess the faculty of granting it. For in such grave vows there is scarcely worthy matter to be substituted, as Sánchez excellently notes in the place cited (n. 31). And let this suffice on the subject of vows.

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Adoration (*Adoratio*). Adoration is the act by which one subjects oneself to another in testimony of his excellence, p. 2, n. 1. — One kind is of latria, another of dulia, another of hyperdulia, ibid. — One is internal, another external, ibid., n. 2. — One is absolute, another relative, ibid., n. 3. — Another is that shown to creatures on account of natural gifts and dignities, p. 3, n. 4. — There is a natural and divine precept of worshipping God by internal and external acts, ibid., n. 5. — That precept, as negative, obliges always and for always; as affirmative, at set times, p. 4, n. 6. — The lax doctrine of Tamburini and of certain more recent writers is rejected, ibid. — The worship of latria is owed to God alone, one and triune, and to Christ the Lord, p. 5, n. 1 ff. — Christ the Lord as man can be adored with the adoration of latria, ibid., n. 3. — But the humanity of Christ, as abstracted from the divine Word, is not to be adored with the adoration of latria, p. 6, n. 4. — In practice it is lawful to adore the humanity of Christ with the adoration of dulia on account of its created perfections, ibid., n. 5. — The body of Christ during the three days of his death was to be adored with the worship of latria, ibid., n. 6. — It is lawful to adore absolutely the host elevated by the Priest in the Mass, p. 7, n. 7. — The flesh, or blood, which sometimes appears in a consecrated host by miracle, is to be adored with the worship of latria, ibid., n. 8. — The Cross of Christ is to be adored with the worship of latria, p. 8, n. 1. — As also the other instruments of Christ's Passion, ibid., n. 2. — Objections are resolved, p. 9, n. 3 ff. — The Blessed Virgin is to be worshipped with the worship of hyperdulia, but the Angels and Saints with the worship of dulia, p. 10 f., n. 1 ff. — The objections and calumnies of the heterodox are blown away, p. 11 ff., n. 3 ff. — Men or women who have died with the reputation of holiness, but are not yet beatified or canonized, cannot be honoured with public worship, but only with private, p. 14, n. 11. — The use of images of the Trinity, of Christ the Lord, and of the Saints is lawful and pious, p. 16 f., n. 1 ff. — Their adoration also is lawful and pious, whatever the heretics may babble, p. 18 f., n. 4 ff. — With respect to the community of the faithful there is a precept of the use of sacred images, which can incidentally press upon individuals, p. 20, n. 9. — The same holds of their adoration, ibid., n. 10. — The relics of the Saints are worthy of adoration, p. 21 f., n. 1 ff. — Namely, the same adoration with which the persons whose relics they are are worshipped, p. 22, n. 4. — What such relics are is indicated, ibid., n. 5. — It is not lawful to adore the worms into which the bodies of the Saints decompose, ibid., n. 6 f. — Moral certainty is required, and suffices, for relics to be venerated as particles of some Saint, p. 23, n. 9. — That they may be exposed to public worship, the Bishop can approve only the relics of someone Beatified, or of a canonized Saint, p. 24, n. 10. — It is lawful to wear authentic relics suspended from the neck, ibid., n. 11. — In this all irreverence must be avoided, ibid. — One who steals relics from a Catholic commits a sacrilegious theft, ibid., n. 12. — Not even in a just war is it lawful for a Prince to carry off relics from the cities he has taken, and transfer them elsewhere, p. 25, n. 13. — The sale and purchase of relics is not lawful, ibid., n. 14. — They may, however, be bought from unbelievers for a price paid, ibid. — One who exposes sacred relics to be viewed principally so that more generous alms may thence be offered sins gravely, ibid. ; p. 26, n. 5 [=15] ff. — Thieves of relics who take them from any sacred places whatever are punished with the penalty of excommunication, ibid., n. 17. — It is lawful to venerate the wax Agnus Dei, p. 27, n. 18. — Those who paint them with colours and vermilion are excommunicated, ibid., n. 19. — It is lawful to take a price for their material, ibid. — They may be devoutly touched and kissed even by laymen, ibid. — Veneration is owed to priestly vestments, sacred vessels, and churches, p. 28, n. 20. — Consecrated chalices cannot be touched by laymen without venial sin, except by those of the Religious Orders that have privileges, ibid., n. 21. — Laymen of the same Orders may also touch corporals and purificators, while they serve in the sacristy, p. 29, n. 22. — Sacred things, so long as they keep their form, cannot be converted to profane uses, ibid., n. 23. — The lax opinion of Fr. Dicastillo concerning sacred vestments is rejected, ibid., n. 24. — These cannot be converted to profane uses even after their form is

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Casnedi, Carlo Antonio (*Casnedi (P. Carolus Antonius)*). Fr. Carlo Antonio Casnedi upholds that purely mental restrictions are not condemned, p. 524 ff., n. 10 ff. — He favours the Jansenists, p. 525, n. 12.

Castropalao, Fernando (*Castropalaus (P. Ferdinandus)*). Fr. Fernando Castropalao wrongly defends that a vow made in thanksgiving on account of an unjust thing is valid, p. 161, n. 27. — He is attacked, and at the same time it is shown that Suárez is wrongly alleged by him in his own favour, p. 162, n. 28 ff. — He laxly excuses from mortal sin one who, after a vow to abstain from wine, drinks only as much wine as a temperate man is accustomed to drink at one meal, p. 227, n. 4. — He teaches lax propositions concerning the oath, p. 380, n. 7 ; p. 410, n. 5.

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Cicero (*Cicero*). Cicero assigns the causes why sleepers divine, p. 63, n. 12.

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La Colombière, Claude de (*Columbier (P. de la)*). The piety of Fr. de la Colombière is praised, p. 174, n. 57.

Comitolus, Paulus (*Comitolus (P. Paulus)*). Fr. Paulus Comitolus rightly and prudently enjoined penances on habitual blasphemers, p. 110, n. 7.

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the coming of the condition is, when they are to be commuted into absolute ones, ibid., n. 7. — This is explained, ibid. — In any commutation of vows, the frailty of the one vowing is always to be regarded, and care must be taken that he be not too heavily burdened, or remain exposed to the danger of sinning, p. 368, n. 8. — This is explained, and illustrated by examples, ibid. ; ibid., n. 9. — In a pilgrimage it is to be considered whether the journey is on foot or not, ibid., n. 10. — The manner of commuting a vow of entering the Dominican Order is assigned, from Medina, ibid., n. 11. — As also of a vow not to marry, and of receiving the priesthood, p. 369, n. 12 ff.

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Daniel, Gabriel (*Daniel (P. Gabriel)*). Fr. Gabriel Daniel wrongly contends that Innocent XI condemned the propositions as they lie, not as they stand in the books of the authors from whom they were excerpted, p. 472, n. 1. — In this way he favours the doctrine of the Jansenists on the five propositions, ibid.

Dicastillo, Juan (*Dicastillus (P. Ioannes)*). Fr. Juan Dicastillo laxly teaches that it is lawful to use sacred vestments within the church for honest comedies, p. 29 f., n. 24.

Dispensation of vows (*Dispensatio in voto*). A dispensation in a vow can be granted by the Church, p. 313, n. 1. — Such a faculty resides with the Prelates of the Church, p. 314, n. 3. — And it is of spiritual jurisdiction, not of order, ibid., n. 4. — It is the removal of the bond of a vow, made in the name of God by one having spiritual jurisdiction in the external forum, for a reasonable cause, ibid., n. 5. — Such removal is rightly explained by St. Thomas, ibid., n. 7. — One who can dispense can more probably also commute, p. 315, n. 9. — This power can be delegated to all Priests, and to Clerics initiated by the tonsure, provided they are not married, p. 316, n. 2. — Not, however, to married ones, unless it is delegated by the Supreme Pontiff himself, ibid. — Those to whom this power belongs by ordinary right are reviewed, ibid., n. 3. — Vows made by a community can for a cause be dispensed by the Bishop; but the successors of the community are not bound by force of the vow, but by the precept of the Bishop, who can dispense them, ibid., n. 4. — One who can grant a dispensation from a vow more probably cannot apply this privilege to himself, but must have recourse for it to his superiors, p. 317, n. 6. — Regular Prelates can dispense in their subjects' vows made with the license of the major Prelates, p. 318, n. 2. — As also with their Novices, ibid., n. 3. — Not, however, with their subjects in a vow of passing to a stricter religious order, if they are in a laxer one, that is, one collapsed from regular discipline in substantial matters, ibid., n. 4 ; p. 319, n. 5. — Nor in solemn vows, and those which affect the state of their own religious order, ibid., n. 6. — The many privileges alleged by many to prove the faculty of Regulars to dispense in all vows of seculars not reserved to the Supreme Pontiff do not stand, p. 320 ff., n. 2 ff. — They are reviewed, and attacked, ibid. — The opinion granting such privileges to Regulars is altogether false, p. 325 ff., n. 16 ff. — This is shown, ibid. — The Salmanticenses also falsely teach that Regulars can dispense in any vows whatever with Religious, even of another Order, by force of the privileges of Eugene IV and Sixtus IV, p. 327, n. 24. — Only five vows are reserved to the Pontiff: namely, the vows of perpetual chastity and of religion, and of the threefold pilgrimage, to Jerusalem, to Rome, and to Compostela, p. 328, n. 1 ff. — Objections drawn from St. Thomas are resolved, p. 329, n. 4 f. — Oaths made to God concerning these things are more probably reserved to the Pontiff equally with vows, p. 330, n. 6. — Bishops, and Prelates having quasi-episcopal jurisdiction, can dispense in the five aforesaid vows when necessity presses, ibid., n. 7. — This is declared, ibid. — The Salmanticenses and Crousers wrongly ascribe the same privilege to all Prelates, ibid., n. 8. — In the cases in which Bishops can dispense, the dispensation ought not to exceed the limits of the necessity, p. 331, n. 9. — They can dispense as above, even if a pontifical Legate or Nuncio is in the province, unless these have power over the said vows specially delegated by the Pontiff, ibid., n. 10. — The reservation of vows is to be interpreted strictly, ibid., n. 11. — And for vows to be reserved, they must be absolute, certain, express, and perfect, ibid. — Vows to which someone intended to bind himself only under venial sin would not be reserved to the Pontiff, ibid., n. 12. — Or if they were made out of fear, even light fear, p. 332, n. 13. — If some such vow, or its reservation, is doubtful, it is to be judged in favour of non-reservation, ibid., n. 14. — A vow of not contracting marriage is not reserved, ibid., n. 15. — A Bishop can, by force of custom,

grant the faculty of asking the conjugal debt to one who, bound by a vow of chastity, contracted marriage, ibid., n. 16. — A vow of conjugal chastity is not reserved, ibid., n. 17. — Nor a vow of an unapproved religious order, p. 333, n. 18. — Vows of the threefold pilgrimage are reserved when they were made out of devotion, not in general, but toward the aforesaid places, ibid., n. 19. — A vow made with some circumstance is also reserved, if it remains whole when that circumstance is omitted, ibid., n. 20. — A disjunctive vow, while the choice remains open, is not reserved, ibid., n. 21. — It is otherwise once the one vowing has afterward chosen the reserved part, ibid. — A vow of entering religion if one's father dies is reserved, p. 334, n. 22. — Truly conditional vows, and penal ones too, are reserved once the condition is fulfilled, p. 335, n. 24. — The pious work into which a reserved vow is commuted is not reserved, p. 336, n. 25. — When the aforesaid vows are not reserved on some head, regular Prelates can commute them, ibid., n. 26. — One who receives by a bull, or jubilee, the faculty of dispensing, or commuting, all vows cannot relax even reserved ones, unless the faculty over them is expressed, ibid., n. 27. — For a valid and lawful dispensation a reasonable cause is necessary, ibid., n. 1 ; p. 337 ff., n. 2 ff. — In doubt of the existence of a cause for dispensing, the Prelate cannot dispense, p. 338, n. 6. — If the cause is certain, and it is doubtful whether it is sufficient, it will be better to commute the vow, ibid. — A dispensation given in good faith, both on the side of the one asking and of the one granting, for a cause afterward found false and null, is more probably null, p. 339, n. 8. — That a dispensation may be lawfully imparted, three things are required: that it be lawful according to equity; that it be becoming according to honesty; that it be expedient according to utility, p. 340, n. 9. — For particular causes occurring, the Bishop can dispense, p. 341, n. 10. — They are reviewed, ibid. — Imperfect deliberation of the one vowing alone is not a sufficient cause for granting him a dispensation, p. 341, n. 11. — Even if it arises from fear of death, of shipwreck, or of some other grave danger, p. 342, n. 12. — A grave difficulty in carrying out the vow, not foreseen before the vow, suffices for granting its dispensation, ibid., n. 13. — But if it was foreseen, it regularly does not suffice, ibid. ; p. 343, n. 14. — In a negative doubt about a vow made, there is a just cause for dispensing; not, however, if there are more probable reasons for the vow, ibid., n. 15. — For the increase of the common good, or to avoid its harm, a dispensation can be granted, ibid., n. 16. — A cause adequate for dispensing a vow absolutely rarely occurs, p. 344, n. 17.

Divination (*Divinatio*). What divination is is set forth, and its species are indicated, p. 41, n. 1 f. — Demons can foretell those future things which depend wholly on natural causes, ibid., n. 3. — Demons teach their diviners in many ways, p. 42, n. 4. — Diviners invoke the help of demons sometimes by an explicit, sometimes by a tacit pact, ibid. ; p. 43, n. 5 ff. — This is explained, ibid. — Divination by an explicit pact with a demon does not differ in moral species from that carried out by a tacit pact, p. 44, n. 11. — Yet on account of the aggravating circumstance, and because other sins commonly accompany this one, it is to be explained in confession, ibid. ; p. 45, n. 12. — It is a mortal crime, whether it is by an explicit or a tacit pact, p. 46, n. 13. — Those who rather often use the cabala for the sake of a jest sin gravely, ibid. — Natural divination by the stars, though for the most part vain, is yet lawful, p. 47, n. 1. — It is lawful to divine the future by dreams sent by God, p. 54, n. 4. — Whether they are sent by God or by a demon is difficult to know, ibid. — They are to be made known to a prudent Confessor, ibid. — The observation of natural dreams is lawful, ibid., n. 5. — To divine free future things from dreams is a grave crime, ibid., n. 6. — One who, on the occasion of dreams, prudently orders his conduct and business does not sin, p. 55, n. 7. — This is explained, ibid. — Even if dreams are borne out by events, they are not to be observed, ibid., n. 8. — From the song, flight, and movement of birds it is lawful to foretell future things which depend on natural causes, p. 56, n. 2. — But not free contingent ones, p. 57, n. 3. — Nor future things from human words uttered by chance, or from other fortuitous events, ibid., n. 4. — Natural physiognomy is lawful, ibid. ; p. 58, n. 5. — But to divine free contingent future things from astrological physiognomy is superstitious, ibid. — Those who seriously consult the Egyptians, commonly called Gypsies, that they may announce good or bad fortune to them from the showing of the hands, sin mortally, p. 58, n. 6. — Divination by the use of lots is of three kinds: divisory, consultative, and divinatory, p. 58 f., n. 1. — This is explained, ibid. — Divisory lots are lawful, p. 59, n. 2. —

In the election to secular dignities it is lawful to use divisory lots, ibid., n. 3. — Not, however, in the election to ecclesiastical benefices, ibid. ; p. 60, n. 4. — An election to those benefices carried out by lot is unlawful, but not null, ibid., n. 5. — The casting of lots to settle disputes over property and ecclesiastical benefices is lawful if it is done by public authority; otherwise if by private, ibid. ; p. 61, n. 6 f. — A consultative casting of lots, in which the effect is expected from a demon, is superstitious, p. 62, n. 8. — But it is lawful when the knowledge of a future event is implored from God, ibid., n. 9. — Four conditions required for this are reviewed, ibid. — Divination made by the use of duels, of red-hot iron, and of boiling water is unlawful, ibid., n. 11. — Sleepers divine more than those who are awake, p. 63, n. 12. — The causes are assigned, ibid. — Fools and simpletons divine more easily than those endowed with sound mind, ibid., n. 13. — The causes are assigned, ibid. — Men near to death divine the future, p. 64, n. 14. — As, according to St. Augustine, do those raving with a burning fever, ibid., n. 15. — The notory art, the observance of remedies for health, as also of future events, is unlawful, p. 55 [=65] ff., n. 1 ff. — This is explained and shown, ibid. See: Astrology, judicial.

E

Elizalde, Miguel de (*Elizalde (P. Michael, vulgo Celladei)*). Fr. Miguel de Elizalde (commonly "Celladei") says that the Casuists' distinction between the doctrine of the Fathers teaching in the schools and that by which they preach in the churches is the chief origin of the present laxity, p. 480, n. 7.

F

Fascination (*Fascinatio*). See: Magic.

Francolino, Baldassarre (*Francolinus (P. Balthassar)*). Fr. Baldassarre Francolino falsely writes that our Casuists write from the doctrine of the Fathers where the Fathers have gone before, and from a doctrine not contrary to the Fathers where the Fathers have not gone before, p. 479 f., n. 7. — The distinction he places between the Fathers teaching in the schools and the same preaching from the pulpit is the origin of laxity, ibid. — That distinction lessens the authority of the Fathers, and favours the Lutherans and Calvinists, ibid.

Fuente Hurtado, Diego de la (*Fuente Hurtado (P. Didacus de la)*). Fr. Diego de la Fuente Hurtado upholds purely mental restrictions even after their condemnation, p. 522 ff. — His doctrine is reported and disapproved, ibid. — He offers the Jansenists a handle for eluding pontifical decrees, p. 524, n. 8. — He rashly attributes the doctrine of purely mental restrictions to Sts. Augustine, Thomas, and Gregory, ibid., n. 9.

G

Gobat, Georg (*Gobat (P. Georgius)*). Fr. Georg Gobat teaches a lax proposition concerning the vow, p. 170, n. 47.

Grotius, Hugo (*Grotius (Hugo)*). Hugo Grotius wrongly contends that the promissory oath is not lawful, p. 419, n. 1.

H

Heir (*Heres*). Whether an heir is bound to pay the vows of the testator. See: Vow.

Hesselius, Joannes (*Hesselius (Ioannes)*). Joannes Hesselius of Louvain wrongly contends that it is by no means lawful to destroy the signs of sorcery, p. 80, n. 9.

I

Idolatry (*Idololatria*). Idolatry is a particular species of superstition, and a grave crime, p. 38 ff., n. 1 ff.

Images, sacred (*Imagines sacrae*). See: Adoration.

Invalidation of vows (*Irritatio voti*). The invalidation of a vow is its removal, made by one who holds dominative power, p. 287, n. 1. — For such an invalidation to be valid, some cause is required, ibid., n. 3. — But for it to be lawful, there are two opinions, each true in its own sense, ibid. ; p. 288, n. 4 f. — The faculty of invalidating vows is more probably of natural law, p. 289, n. 7 f. — The Supreme Pontiff cannot invalidate whatever vows a father, guardian, prelate, and master can, p. 290, n. 10. — Bishops can invalidate the vows of Nuns subject to them, but not of those not subject, nor of exempt Regulars, nor of Clerics not their own, and much less of laymen, p. 291, n. 11. — Only those can invalidate vows directly who have dominative power over the persons subject to them, ibid., n. 12. — This is illustrated by examples, ibid. — To act prudently, a superior is bound to know specifically the vows to be invalidated, ibid., n. 13. — He can invalidate them even against the subjects' will, ibid., n. 14. — Even internal vows of Regulars, which in no way disturb the government nor the observance of religion, can be invalidated by their Prelates, p. 292 f., n. 3. — The objections are answered, p. 293, n. 4. — Those vows are excepted which constitute a state, and the vow of passing to a stricter religious order, p. 294, n. 5. — The Prelates able to invalidate the vows of subjects of Regulars are enumerated, ibid., n. 6. — Neither Legates a latere nor the Congregations of Cardinals can invalidate the vows of Religious, ibid., n. 7. — When the chief Prelates are present, the secondary ones have no right of invalidating vows, ibid., n. 8. — Abbesses, or Prioresses, can invalidate the vows of their Nuns, p. 295, n. 9. — Regular Prelates cannot invalidate the vows of Novices, ibid., n. 10. — Parents can invalidate the vows of non-pubescent children, p. 297, n. 2. — Not, however, the personal vows of children who have attained puberty, if these do not hinder the government of the household; otherwise he can, ibid., n. 3. — Vows made by children who are wards, and confirmed by them at puberty, cannot be invalidated, except as above, p. 298, n. 4. — The vows of non-pubescent children once confirmed by the father more probably cannot afterward be invalidated by him, ibid., n. 6. — Vows made by natural and illegitimate children can be invalidated by the father, unless they have been placed under a guardian or curator, p. 299, n. 7. — The real vows of pubescent children can be invalidated by the father, ibid., n. 8. — Not, however, if those vows concern goods of a military kind (castrensia), ibid., n. 9. — Or adventitious goods, of which they have the administration, p. 300, n. 10. — As neither a vow of going to Rome, if it is necessary to go there to obtain absolution from an excommunication, ibid., n. 11. — Guardians and Curators can invalidate the vows of non-pubescent children and minors as fathers can, ibid., n. 13. — A curator given to an adult on account of the fault of prodigality can invalidate his real vows, p. 301, n. 15. — A mother, the husband being present or living, cannot invalidate the vows of the children, p. 302, n. 19. — Nor when he is dead or far absent, if a grandfather, guardian, or curator of the children exists, ibid., n. 20. — She can, however, when all these are lacking, p. 303, n. 21. — Not, however, the real vows of pubescent children, ibid., n. 22. — In default of parents, a grandfather and grandmother can invalidate those vows which a mother can, ibid., n. 23. — Masters of disciples, owners of servants, and masters of household staff cannot invalidate personal vows made in childhood, p. 304, n. 25. — A husband can more probably invalidate only those vows of his wife made after the marriage was contracted which regard the marriage, the education of the children, the administration of goods, and the government of the household, ibid., n. 1 ; p. 305 f., n. 2 ff. — He cannot invalidate the vows and oaths of his wife concerning commanded works, p. 307, n. 7. — Nor can he more probably invalidate a vow of not asking the debt made by his wife without his consent, ibid., n. 8. — Nor a vow of chastity which the wife made with his consent, ibid., n. 9. — Or which both made by mutual consent, ibid., n. 10. — Even if they have afterward sacrilegiously performed the conjugal act, ibid., n. 11. — It would be otherwise if the spouses only granted each other leave to vow, without the kind of vow being specified, p. 308, n. 12. — When each spouse by mutual consent vows religion, one alone cannot, nor can both by mutual consent, invalidate that vow, ibid., n. 13. — Vows which the wife made before the marriage was contracted, but to be fulfilled after the marriage was entered upon, the husband cannot invalidate, but only suspend, inasmuch as they are inconvenient to the marital office, ibid., n. 14. — Vows which the wife makes, to be fulfilled after the marriage is dissolved, the husband more probably cannot invalidate, ibid., n. 15. — A wife can invalidate those vows of her husband which are repugnant to the matrimonial right, p. 309, n. 16. — A wife cannot invalidate a vow

made by her husband not to ask the debt, ibid., n. 17. — Such a vow would for the most part, and almost always, be unlawful, ibid., n. 18. — A wife can invalidate a vow which her husband made of wearing the habit of an Eremite, or of some religious order, p. 310, n. 19. — Not, however, a vow of giving ample alms and of pouring out lengthy prayers, ibid., n. 20. — She can invalidate a vow of keeping frequent fasts which would make the husband unfit to render the debt, ibid. — As also a vow of a long pilgrimage, ibid., n. 21. — She cannot, however, invalidate vows of the husband made before the marriage, but only suspend them, p. 311, n. 22. — Masters of household servants cannot invalidate their vows, but only suspend them, inasmuch as they hinder the service owed to them, p. 312, n. 1. — If the servants are truly slaves, the masters can invalidate vows that hinder the service owed to them; otherwise not, ibid., n. 4. — Not, however, vows of chastity and the like, ibid., n. 6. — The same is to be said of sons of a family who have slaves as goods belonging to their military peculium, p. 313, n. 7.

Oath (*Iuramentum*). Several heretics have condemned the oath as unlawful, p. 375, n. 1. — And this relying, as they think, on Scripture and on reason, p. 374, n. 2. — But it is a truth of faith that not every oath is forbidden, or unlawful, for Christians, ibid., n. 3 ff. — The arguments of the heretics are answered, p. 375 ff., n. 5 ff. — An oath is the invocation of the divine name to give credence to an assertion, or to confirm a promise, p. 383, n. 1. — This is explained, ibid., n. 3 ff. — The various formulas of swearing are reduced to three classes, p. 384, n. 7. — They are explained, and their force is laid bare by many examples, p. 385 ff., n. 8 ff. — Various ways of speaking that sound the same as "By God" are reviewed; and it is shown, chiefly against Sporer and Tamburini, that they are true oaths, p. 389 ff., n. 1 ff. — Those who everywhere take the name of God in vain, though they affirm or deny nothing, sin gravely, p. 391, n. 4. — These formulas, "By my soul," "On my soul," imply an oath; but not these, "By my conscience," "On my conscience", p. 391, n. 5. — One swears who says, "I swear by my conscience", p. 392, n. 6. — As does one who says, "I swear by the life of this horse," or by the preservation of an inanimate thing, ibid., n. 7. — One who, asked thus, "Do you swear to me by God that the matter is so?", answers "The matter is so," swears, p. 393, n. 8. — One swears who uses expressions taken for an oath according to common estimation, ibid., n. 9. — In an ambiguous matter, the intention of the one uttering it is to be attended to, ibid., n. 10. — It is not lawful to swear by false gods; nor does such an oath oblige, p. 394, n. 11. — Some formulas containing an execratory oath are reviewed, p. 395, n. 12. — They are to be weighed as they are commonly uttered, ibid., n. 13. — In an oath, the mind and intention of the one swearing are to be attended to, ibid., n. 15. — But if the formula of words by its own nature expresses an oath, it is an oath, even when the intention of swearing is lacking, ibid. — For an oath the word "I swear" is not required; an express invocation of the divine testimony suffices, p. 396, n. 16. — Words which can be used in a double sense are to be interpreted with regard to those who pronounce them, ibid., n. 17. — So too ambiguous words; as also they are to be interpreted from the circumstances, p. 397, n. 18. — That divine rule is explained: "But let your speech be Yea, yea; No, no", ibid., n. 19. — The division of oaths is to be taken from the side of the thing sworn, and from the manner of swearing, p. 398, n. 1. — On the side of the matter, the oath is divided into assertory and promissory, ibid., n. 2. — An assertory oath is that by which God is invoked in confirmation of a truth, either present or past, ibid. — A promissory oath is that by which one confirms the promise of a future thing, so as to make the other more secure, ibid. — Both are explained, ibid. — The promissory is divided into absolute, and confirmatory, which is also called a sworn vow, ibid. — One who violates a vow sworn to God sins both against the vow and against the oath, ibid. — On the side of the manner of swearing, the oath is divided into attesting and execratory, p. 399, n. 3. — This is explained by examples, ibid. — One oath is simple, another solemn, p. 400, n. 4. — Several rites of the Jews for the use of the oath are reported, ibid. — Various rites for solemn oaths are prescribed in civil and canon law, ibid., n. 5. — A solemn oath is either verbal, made by words alone, or judicial, which is taken in judgments, ibid., n. 6 ; p. 401, n. 7. — The judicial is either of calumny, ibid., n. 7. — Or of malice, p. 402, n. 8. — Or suppletory, ibid. — Another is "in litem," another necessary, another voluntary, ibid., n. 9 ff. — The suppletory oath is to be tendered to the defendant, not to the plaintiff, in a doubtful case, p. 403, n. 12. — And indeed only in the gravest necessity, ibid., n. 13. — There is no place for the suppletory oath in criminal cases in which a

corporal penalty is to be inflicted on the defendant, ibid., n. 14. — The aforesaid oaths are all of the same species, p. 404, n. 16. — Not seldom, however, they contain another malice too, as of blasphemy and so forth, ibid., n. 19. — That an oath be lawful, three conditions are required: truth, justice, and judgment, p. 405 ff., n. 1 ff. — This is explained, ibid. — Six cases are assigned in which an oath is not only free of fault, but even has the merit of virtue, p. 407, n. 4. — The truth required in an assertory oath need not be such in the thing; it suffices that it be thought such, p. 408, n. 1. — One who swears falsely in the lightest matter sins mortally, ibid., n. 2. — The opposite proposition of Fr. Bauny is condemned by Innocent XI, ibid. — One who swears a doubtful matter as certain, or the contrary, sins mortally, p. 409, n. 3. — One who swears by hyperbole something which, as it sounds, is not true, swears unlawfully, ibid., n. 4. — It is not lawful to swear something which you judge only probably to be true, p. 410 f., n. 5. — The lax opinions of Leander, Sánchez, and others are disapproved, ibid. — That someone may lawfully swear, moral certainty is necessary, which excludes every prudent doubt, p. 412, n. 7. — Moral certainty is wrongly explained by the Casuists, ibid., n. 8. — No one, whether in judgment or out of it, can swear as absolutely true a thing which he has heard only from a single trustworthy witness, p. 413, n. 9. — The norm of the diligence required in inquiring into the truth necessary for an oath ought to be, not the nature of the thing sworn, but the supreme gravity and dignity of the oath, p. 414, n. 10. — One who is notably negligent in inquiring into the truth of the thing he swears sins mortally, even if it happens to be true, ibid., n. 11. — That students may lawfully swear that a fellow student attended the schools for the time required by the university, it is enough that they know he commonly heard the lectures, p. 415, n. 12. — Tamburini's tangled doctrine, taken from Hurtado, is disapproved, ibid. — It is not lawful to persuade someone to swear a truth of which he himself is ignorant, ibid., n. 13. — The defect of justice in an assertory oath is more probably a mortal sin when the assertion of the one swearing is a mortal sin; otherwise not, p. 416, n. 3. — But the defect of judgment is light, if it is only in weighing the necessity of swearing, p. 418, n. 5. — But if it is in the inquiry into the truth, it will be grave or light according as the negligence was grave or light, ibid. — Grotius wrongly contends that the promissory oath is not lawful, p. 419, n. 1. — In it too truth, judgment, and justice are required, ibid. — In a promissory oath the defect of present truth is always a mortal sin, ibid., n. 2. — One who does not fulfil a thing promised and confirmed by oath in grave matter sins mortally, p. 420, n. 3. — The same holds even if the matter is light, p. 421 ff., n. 5 ff. — The failure to carry out such an oath brings in a falsity not material, but formal, p. 423, n. 9. — The objections of the adversaries are answered, p. 425 f., n. 12 ff. — One who promised something under oath with a doubtful intention of fulfilling it would sin mortally, p. 427, n. 16. — Oaths by which men commonly swear that they will, or will not, do something are to be interpreted according to the common sense in which they are taken, ibid., n. 17. — One who swears that he will fornicate, or perpetrate some grave crime, sins mortally against religion, p. 428, n. 2. — He more probably sins so too if the crime is light, ibid., n. 4 f. — One who swears that he will do something against the evangelical counsels sins only venially, p. 429, n. 6. — The matter of an oath must be lawful, possible, and good, p. 430, n. 1. — This is explained, ibid., n. 2 ff. — If an indifferent matter is sworn for an honest end, or for the benefit of one's neighbour, the oath obliges, p. 431, n. 6. — In a liberal promise, and in one sworn of contracting marriage, the condition "unless I choose a better state" is always included, p. 432, n. 8. — An oath concerning an unlawful thing needs no relaxation, ibid., n. 9. — Two objections drawn from canon law are answered, ibid. — Absolutely speaking, the obligation of a vow is greater than that of an oath, p. 434, n. 6. — It is not lawful to swear without the intention of swearing, p. 436 f., n. 9 f. — Fr. Tamburini's doctrine is disapproved as a condemned doctrine; and so is the explanation of it which Fr. Viva offers, ibid. — One who swears something false in grave matter without the intention of swearing sins mortally, p. 437, n. 11. — As also in light matter, ibid., n. 12 f. — Fr. Viva seems wrongly to defend the opposite as probable, ibid. — One who swears something true without the intention of swearing sins mortally, even if he swears in light matter, p. 439, n. 16. — One who deliberately swears, for example "By God it is so," utters a true oath, even if he has the intention of not swearing, ibid., n. 17. — An objection is satisfied, p. 440, n. 18. — One who swears something false by a slip of the tongue is not guilty of perjury, nor does he sin mortally; otherwise if from a

wicked habit, p. 441, n. 19. — One who swears without the intention of binding himself is more probably in fact bound, p. 442, n. 21.

L

La Croix, Claude (*La Croix (P. Claudius)*). Fr. Claude La Croix teaches a lax proposition concerning the vow, p. 117, n. 8. — And other lax ones on the same, p. 170 f., n. 47 ff. — He laxly teaches that one who omits the whole Rosary promised by vow sins only lightly, p. 183, n. 13. — He laxly teaches that one who vows abstinence from wine to avoid drunkenness may take any other drinks apt to inebriate, p. 226, n. 3. — His doctrine and Fr. Cattaneo's, comparing a lie with a theft committed in extreme necessity, is opposed to the doctrine of the Church, p. 492 ff., n. 1 ff. — His doctrine of mental restrictions falls back into that which teaches that the danger of losing life is a cause able to make a purely mental restriction not purely mental, p. 504, n. 14. — And into that which teaches that a lie in grave necessity is not a lie, and so is lawful, p. 505, n. 15. — His interpretation of the condemned amphibologies is reported and disapproved, p. 517 f., n. 7 ff. — His method of writing opens the way to excessive laxity, p. 520, n. 12.

Leander of the Most Holy Sacrament (*Leander a SS. Sacramento*). Leander of the Most Holy Sacrament most laxly teaches that one who blasphemes from an inveterate custom does not sin, p. 103, n. 6. — Another horrible laxity of the same on this, ibid., n. 7. — He wrongly calls on St. Augustine as patron in defence of his laxity, ibid., n. 8. — Another laxity of the same, which he falsely imputes to Navarre and to St. Thomas, is disapproved, p. 105, n. 12. — He praises Amadeus Guimenius, full of laxities, errors, and impostures, p. 107, n. 5. — Another laxity of the same, and of the recent Probabilists, on absolving habitual blasphemers at once, is disapproved, p. 109 f., n. 6. — Other lax propositions of the same on the vow, p. 116 f., n. 3 and 5 ; p. 136 f., n. 17 ff. — And on the oath, p. 379 f., n. 3 and 8 ; p. 410, n. 5.

M

Magic (*Magia*). Natural magic, by which certain wonderful and unusual things are done, is lawful, p. 68, n. 1 f. — Natural and superstitious magic can be distinguished by three signs, p. 69, n. 3. — They are reviewed, ibid. — In doubt whether an effect proceeds from a natural cause or from a superstitious art, one must abstain from procuring it, ibid. ; p. 70, n. 4 f. — The equivocation of the Salmanticenses, who wrongly fit the doctrine of St. Thomas to the question, is exposed, ibid. — That there are "healers," so called, who heal diseases not by natural power but by a grace freely given by God, is more probably not the case, p. 71 f., n. 6 ff. — Their superstition can be discerned by several signs, p. 73, n. 10. — They are reviewed, ibid. — An invocative charm (ensalmus) is lawful, but not a constitutive one, ibid., n. 11. — Both are explained, ibid. — One fascination is vulgar, another physical, or natural, p. 74, n. 12. — That there is a natural one is more probable, ibid., n. 14. — The vulgar is superstitious, p. 75, n. 15.

Sorcery (*Maleficium*). One sorcery is poisonous, another amatory, p. 76, n. 1. — The Church proposes remedies for expelling these, p. 77, n. 2. — The remedies proposed by the Philosophers against amatory sorcery are vain and full of superstition, ibid. — Yet the use of natural remedies is useful, ibid. — It is not lawful to ask the dissolution of a sorcery from a sorcerer, even one ready to do it, ibid., n. 3. — The objections are satisfied, p. 78, n. 4. — It is lawful to ask a sorcerer to take away a sorcery, if it is established that he can do it by lawful means, ibid. ; p. 79, n. 5 ff. — It is lawful to destroy the signs of sorcery, p. 80, n. 8. — Hesselius's opposite opinion is disapproved, ibid., n. 9. — A sorcerer who handed a demon a document signed with his own blood is not bound to redeem it in order to do true penance, p. 81, n. 10. — Money, whether genuine or counterfeit, obtained by the demon's art, must altogether be thrown away, ibid. — Women given to sorcery are called some "lamiae," some "sagae," some "striges", p. 81, n. 1. — This is explained, ibid. — Women are more given to sorcery than men, for several causes, ibid., n. 2. — These causes are reviewed, ibid. — Two reasons are assigned why old women rather than younger ones devote themselves to enchantments and sorcery, p. 83, n. 3. — A solid reason why God permits lamiae, or striges, to harm infants and the young rather than adults,

ibid., n. 4. — Striges can in fact be carried from place to place by the help of the demon, ibid. ; p. 84, n. 5. — This rarely happens, ibid. — Little faith, too, is to be given to women in these matters, ibid., n. 6. — Luther and his followers wrongly accuse Catholics of giving credence to some transports of this kind, p. 85, n. 7. — The Council of Ancyra does not favour them, ibid. — Witch-women, or men, can by no means be changed by the demon into a cat, a weasel, a hare, or other beasts, ibid. ; p. 86, n. 8 f. — Only the senses of those who see, and of the witches, can be changed by him, ibid., n. 10. — Demons cannot bring witches through closed doors into houses and the bedchambers of their lovers, ibid., n. 11. — The place is assigned in which the gathering of witches with demons is held, and what they do at such meetings, ibid., n. 12. — Intercourse of demons with women does in fact happen, p. 87 f., n. 13. — The usual objections of the adversaries are washed away, p. 88, n. 14. — Human and divine laws decree that sorcerers be punished, p. 89, n. 1. — They are in fact excommunicated by the law, ibid., n. 2. — They are to be denounced to the Inquisitors, ibid.

Marín, Juan (*Marin (P. Ioannes)*). Fr. Juan Marín teaches a lax proposition concerning the vow, p. 117, n. 7. — He laxly teaches that one who vows virginity is not bound to chastity, p. 234, n. 22.

Martínez de Prado, Juan (*Martinez de Prado (Ioannes)*). Juan Martínez de Prado teaches a lax proposition concerning the vow, p. 116, n. 4. — And another, p. 153, n. 11 f.

Lying (*Mendacium*). Plato, and some Fathers of the Church, taught that a lie is lawful when a most grave cause presses, p. 445 ff., n. 1 ff. — Their testimonies are reported, ibid. — Chrysostom was not free of this error, p. 446, n. 5. — Such an opinion was common in St. Augustine's time, p. 448, n. 8. — It is wrongly proved hence by the heretics that the Fathers are of no authority, ibid., n. 9. — Before, or around, Augustine's time, several authors declared war on lying, p. 449 f., n. 1 ff. — They are reviewed, ibid. — All that St. Augustine writes on lying is narrated compendiously, p. 451 ff., n. 1 ff. — All that the same holy Doctor wrote to Consentius against lying is likewise narrated compendiously, p. 458 ff., n. 1 ff. — In that book all lies are expressly routed, ibid. — Augustine's doctrine is most opportune for settling the controversy over the deceitful oath, against the doctrine of very many more recent writers on equivocations and mental restrictions, p. 464 ff., n. 1 ff. — Their doctrine is either the same as, or worse than, that which St. Augustine disapproved, ibid. — The doctrine devised by very many more recent writers for concealing the truth is narrated historically, p. 467, n. 1. — A synopsis is given of this doctrine, contained in various lax propositions of Thomas Sánchez and of Tamburini, p. 468 ff., n. 2 ff. — Innocent XI condemned the principles of the aforesaid propositions when he condemned mental restrictions, p. 472, n. 1. — That this Pontiff condemned only the propositions as they lie, and not as they stand in the books of the authors from which they were excerpted, Fr. Gabriel Daniel wrongly asserts, ibid. — After mental restrictions were condemned, very many more recent writers took refuge in the distinction of purely and not purely mental restrictions, as also in amphibological and equivocal words, p. 473, n. 3 ff. — This is explained, ibid. — Not a few others, in communicable and incommunicable knowledge, p. 474, n. 5. — Others, finally, in locutions employed materially, that is, with the intention of signifying nothing, ibid., n. 6. — The doctrine of Fr. Tanner and of Fr. Stoz is explained, p. 475, n. 7. — And the doctrine of Fr. La Croix, especially with respect to a Confessor questioned about a matter he holds under the seal, ibid., n. 8. — Fr. Ambrogio Cattaneo extends this doctrine to cases not only grave, but to avoiding any notable inconvenience whatever, p. 476, n. 9 f. — Yet the doctrine of these more recent writers is the same as the doctrine of Cassian, who would have lies lawful in extreme necessity, p. 477, n. 1 ff. — And it is opposed to the doctrine of St. Augustine, who condemns lies in every event, ibid. — This is shown by a comparison of the cases proposed by the same Augustine and by the more recent writers, and resolved by contrary doctrine, ibid. — The doctrine of the more recent writers on purely mental restrictions is false, and rightly condemned by the Church, p. 481 ff., n. 1 ff. — The objections are answered, p. 483 f., n. 6 ff. — It is improbable and false that words, by the common law of the commonwealth, signify nothing if they are employed to conceal a truth which cannot be made known without grave harm, p. 485 ff., n. 1 ff. — That law was unknown to all the ancients, ibid., n. 2. — The opinion of Tamburini, who says that a man may at will utter words materially, is laxer than the very proposition condemned concerning mental restrictions, p. 489 ff., n. 1 ff. — The opinion of

Fr. Cattaneo, of Fr. La Croix, and of others, comparing a lie with a theft committed in extreme necessity, is opposed to the doctrine of the Church, p. 492 ff., n. 1 ff. — The common opinion of very many more recent writers, which defends restrictions not purely mental by the help of communicable and incommunicable knowledge, useful and not useful for speaking, is brought under examination, p. 499 ff., n. 1 ff. — It is shown not to differ from the opinion of those who uphold purely mental restrictions, ibid. — What Fr. Viva has published on it is attacked, ibid. — His doctrine falls back into the condemned proposition, p. 502 f., n. 9 ff. — The causes are reviewed why very many more recent writers in fact defend the proscribed purely mental restrictions, p. 506 f., n. 1 f. — The doctrines of Fr. Sánchez are reported and disapproved, together with the defence of him that Fr. Viva offers, ibid. ; p. 508 ff., n. 5 ff. — Very many more recent writers in fact teach mental restrictions because they wrongly put life before truth, p. 515, n. 1. — When the use of mental restriction is rejected as unlawful, it is wrongly inferred that some precepts of God are impossible, ibid., n. 2. — St. Augustine's doctrine is shown, p. 516, n. 3 f. — The single and peculiar case of Confessors is wrongly confused with other cases, ibid., n. 5 f. — It is false that the condemned propositions were not condemned as they stand in the authors, p. 517, n. 7. — Extraordinary senses are wrongly fastened on the aforesaid propositions, in which it is contended that they were condemned, ibid. ; p. 518 ff., n. 8 ff. — The senses attributed to them by Fr. La Croix and by the anonymous defender of Fr. Cattaneo are reported and disapproved, ibid. — Fr. Moya, Fr. Cárdenas, Sporer, and very many other more recent writers are on that account to be read with caution, p. 520 f., n. 12. — Purely mental restrictions are not lawful even for an honest cause, but are pure lies, p. 522 ff., n. 1 ff. — Fr. Diego de la Fuente Hurtado upholds them after the propositions condemned by Innocent XI, and Fr. Casnedi teaches that they are not condemned, ibid. — Their doctrines are reported and disapproved, ibid. — An amphibology which, either by force of the words or of the circumstances, admits a double sense, both intelligible to the hearer, is not a lie, but is lawful, p. 526 ff., n. 1 ff. — This amphibology does not always occur, or suffice to conceal the truth, especially when the questioner presses that we speak without equivocation, p. 528 ff., n. 8 ff. — Secrets which cannot be revealed without sin must therefore be concealed by another way, ibid. — Nine rules to be observed are assigned, p. 531 f., n. 10 ff. — The texts of Scripture which the ancients put forward in defence of lies, and the more recent writers in defence of mental restrictions, are expounded, p. 533 ff., n. 1 ff. — Some Gospel texts are wrongly brought forward in favour of mental restrictions, p. 536 ff., n. 1 ff. — This is shown by the explanation of all of them, ibid. — And likewise by the solution of the objections drawn from reason, and from the examples and doctrine of the Saints, p. 543 ff., n. 1 ff.

Molinos, Miguel de (*Molinos (Michael)*). Miguel de Molinos taught two errors concerning the vow, afterwards condemned by Innocent XI, p. 115, n. 1.

Moya, Mateo de (*Moya (P. Matthaeus)*). Fr. Mateo de Moya, who first spread lax opinions under the mask of Amadeus Guimenius, afterwards coined them anew under the splendid colour of probability, p. 145, n. 30. — He contends by an empty distinction that one who vows virginity is not always bound to chastity, p. 234, n. 22. — He teaches a lax proposition concerning the oath, p. 380, n. 10. — Fr. La Croix rightly warns that he is to be read with caution, p. 520, n. 12.

O

Opinion (*Opinio*). See: Propositions, condemned; Propositions, lax.

Orsi, Giuseppe Agostino (*Orsi (P. Ioseph Augustinus)*). The works of Fr. Giuseppe Agostino Orsi are praised, p. 444 ; p. 497, n. 13.

P

Probabilists (*Probabilistae*). The Probabilists, whether the Church condemns lax propositions full of scandal or does not, have escapes by which to defend them, p. 526, n. 13.

Probability (*Probabilitas*). Not every probability makes moral certainty, as Leander wrongly contends, p. 410, n. 5. — Probability does not suffice for swearing, ibid.

Propositions, condemned (*Propositiones damnatae*). The condemned propositions contained in this work. On the habitual sinner, p. 110, n. 6. — On the vow, p. 115, n. 1. — On the oath, p. 373, n. 1 ; p. 377, n. 1 ; p. 408, n. 2 ; p. 410, n. 5 ; p. 436, n. 9.

Propositions, lax (*Propositiones laxae*). The lax propositions concerning the vow contained in this work, p. 116 ff., n. 2 ff. — On these and other lax propositions. See: Bauny, Étienne; Bonacina; Casnedi, Carlo Antonio; Cattaneo, Ambrogio; Castropalao, Fernando; Daniel, Gabriel; Dicastillo, Juan; Francolino, Baldassarre; Fuente Hurtado, Diego de la; Gobat, Georg; La Croix, Claude; Leander of the Most Holy Sacrament; Marín, Juan; Martínez de Prado, Juan; Moya, Mateo de; Sánchez, Tomás; Sporer, Patritius; Tamburini, Tommaso; Torrecilla, Martín de; Viva, Domenico.

La Puente, Luis de (*Puente (P. de la)*). Fr. Luis de la Puente's vow never to sin venially deliberately was made by a special leading of the Holy Spirit, p. 174, n. 57.

R

Raymond of Peñafort, St. (*S. Raymundus de Pennafort*). St. Raymond of Peñafort in his Summa does not favour lying, p. 545, n. 7. — These words, "to go against the mind," are taken by him for these others, "to go against conscience", ibid.

Religion, the religious state (*Religio*). Religion, or the religious state which one professes, is a thing praiseworthy and full of merit, p. 251, n. 1. — One who vows it ought to apply every diligence to enter it, ibid., n. 2. — So one who vows, if he hopes to be received into it by making his vow known, is bound to make it known to the Prelate, ibid. — This vow is explained: "I promise to enter religion, unless God should decide otherwise concerning me", p. 253, n. 1. — And this other: "I vow to enter this religious order, if I shall have entered any", ibid., n. 2. — A vow by which one vows that no person shall be an obstacle to him, so that he should not enter religion, is valid, p. 254, n. 3. — Whether one who made a vow of wishing to enter religion is bound to enter it depends on the intention of the one vowing, ibid., n. 4. — A vow of dying in religion is equivalent to a vow of religion, p. 255, n. 5. — A vow of eremitic and solitary life induces an obligation, ibid., n. 6. — One who vows religion absolutely does not fulfil the vow if he assumes the habit of the Knights of St. James, of Calatrava, of Alcántara, of Montesa, and of St. John, ibid., n. 1 ; p. 256, n. 2. — He would fulfil it by entering an order of military Clerics, ibid., n. 3. — He would not fulfil it if he entered a relaxed religious order, ibid., n. 4. — A relaxed religious order is one that fails in substantial matters, ibid., n. 5. — This is explained, ibid. ; p. 257, n. 6 f. — One who vows to enter a stricter religious order does not satisfy by entering a laxer one, ibid., n. 8. — Nor can he lawfully persevere in the laxer, if he has professed in it, p. 258, n. 9. — No religious order collapsed in substantial matters has the privilege of receiving those who vowed a stricter one, p. 259, n. 10. — What one who vowed religion indefinitely ought to perform is assigned, ibid., n. 11. — One who vows to enter this determinate convent, if he suffers a refusal, is bound to approach other monasteries, unless he was moved by a special reason to vow so, p. 260, n. 12. — One rejected for ever, if invited again by the religious order, is more probably free of the vow, p. 261, n. 14. — He is not free of it if, the petition being made, the religious order asks for time to deliberate, ibid. — One bound by a vow can be repelled by a regular Prelate with the same facility as one not bound, ibid., n. 15. — One who vowed religion that he might be a Cleric in it is free of the vow, if the religious order will not admit him except as a layman, ibid., n. 16. — An illegitimate son who, ignorant of the constitution of Sixtus V by which illegitimate sons are repelled from ranks and dignities, vows religion, seems to be bound to the vow once the constitution is known, p. 262, n. 17. — One who vowed religion in the priestly state is bound to learn grammar, that he may be admitted to it, ibid., n. 18. — One who, having made a vow of religion, contracts marriage can still, and ought to, abstain for two months from asking and rendering the debt, and enter religion, ibid., n. 19. — The marriage consummated, he can render and ask, ibid. — If such a vow follows the marriage, he can render, and

ask, ibid. — A vow of religion is not fulfilled by accepting the Episcopate, p. 264, n. 20. — One who enters religion with the intention of leaving does not satisfy the vow, ibid., n. 2. — Even if he entered together with the resolve of praying God that he might change his heart, p. 265, n. 3. — A vow of entering it, and of leaving it at once, is null, ibid., n. 4. — One who vows to enter it with the liberty granted by law to Novices can leave once the trial is made, ibid. — He does not, however, satisfy the vow if, the trial made, he leaves without any cause, p. 266, n. 5 f. — The just causes for withdrawing from religion are reviewed, p. 267, n. 7. — One who, beyond religion, vows also perseverance in it cannot leave it except on account of evident inability to profess, or of his expulsion from the religious order, ibid., n. 8. — If, however, he leaves otherwise, he is not bound to keep chastity in the world, unless he vowed this too, at the same time and principally, p. 268, n. 9. — One who vows entrance into religion is bound to enter it as soon as he conveniently can, ibid., n. 1. — If, an opportunity being given, he defers it beyond half a year, he sins mortally, p. 269, n. 2. — If he cannot fulfil this vow at the time prefixed for himself, and foresees it, he is not bound to anticipate that time, ibid., n. 3. — Unless the defined time admits latitude, p. 270, n. 4. — If the designated time runs out, he is still bound once it has elapsed, ibid., n. 5. — It would be otherwise with a vow of fasting fixed to a day, ibid. — If the end of a vow of religion was the whole and only cause of vowing it, you are not bound by the vow once that end ceases; otherwise you are bound, p. 271, n. 6. — The same holds of the condition under which the vow was made, ibid. — One who spontaneously places impediments so that the condition under which he vowed religion may not come to pass is not exempted from fulfilling the vow, ibid. ; p. 272, n. 7 ff. — Vows of Religious made without the Prelate's permission, concerning honest matter which disturbs neither jurisdiction nor the religious order, are valid, p. 275 f., n. 4. — It is otherwise if they concerned things forbidden either by the Rule, or by the precept of Superiors, p. 277, n. 5. — A vow made by Prelates of Regulars of giving alms is valid, ibid., n. 6. — Vows of subjects of Regulars, made without the Prelates' permission, of giving something in alms from the goods granted them for their use, are not, however, valid, p. 278, n. 7 f. — A Religious, profession having been made, does not escape free of the bond of the vow on account of a right he acquires to the royal crown, p. 286, n. 11 [=9]. See: Invalidation of vows.

Relics of the Saints (*Reliquiae Sanctorum*). See: Adoration.

Reservation of vows (*Reservatio votorum*). See: Dispensation of vows.

Mental restrictions (*Restrictiones mentales*). See: Lying.

S

Sacrilege (*Sacrilegium*). Sacrilege is the violation of a sacred thing, p. 95, n. 1. — It is threefold: one by which a sacred person, another by which a sacred place, another by which sacred things are violated, ibid., n. 2. — This division, from St. Thomas, is into the lowest, or atomic, species, p. 96, n. 3. — The sacrileges contained in the violation of sacred persons are reviewed, ibid., n. 4. — Likewise those contained in the violation of a sacred place, ibid., n. 5. — One who, outside a sacred place, has the will to kill in a sacred place contracts the malice of sacrilege, p. 97, n. 6. — But not one who in a sacred place deliberates, for example, about fornicating in a place not sacred, ibid. — Sacred things are divided into four degrees, ibid., n. 7. — To abuse the words of Sacred Scripture is sacrilege, p. 98, n. 8. — The decree of Trent against this abuse is reported, ibid. — Sacrilege can be committed even by omission, ibid., n. 9. — This is explained by examples, ibid. — The omission of the reception or administration of the sacraments at the due time is more probably not sacrilegious, ibid., n. 10. — Sacrilege is by its kind deadly, p. 99, n. 11. — It can be light on account of the smallness of the matter, or of inadvertence, ibid., n. 11. — The penalties established against the sacrilegious are some pecuniary, others spiritual, ibid., n. 12.

Salmanticenses (*Salmanticenses*). In a doubt about the honesty of an action, the Salmanticenses wrongly apply another doctrine of St. Thomas, p. 69 f., n. 4. — They wrongly allege St. Antoninus and Sylvester, p. 129, n. 2.

Sánchez, Tomás (*Sanchez (P. Thomas)*). Fr. Tomás Sánchez laxly and monstrously teaches that what is received for divination need not be restored, provided the diviner used the devil's art, p. 51, n. 13 f. — He laxly teaches

that things we know by a merely probable conjecture can be sworn as true, p. 410 f., n. 5. — He teaches many lax propositions, and some condemned ones, concerning equivocations and mental restrictions, p. 468 ff., n. 2 ff. — They are reviewed, ibid. ; p. 509 ff., n. 9 ff. — Fr. Sánchez is proved to be, with just cause, the author of propositions 27 and 28 condemned by Innocent XI, p. 512 f., n. 15 f.

Dreams (*Somnia*). Their various kinds, and four causes, p. 53, n. 1 f. See: Divination.

Lots (*Sortes*). See: Divination.

Sporer, Patritius (*Sporer (P. Patritius)*). Fr. Patritius Sporer teaches a lax proposition concerning the vow, p. 116, n. 2. — And another on the observance of the vow, p. 135, n. 2 [=12]. — Likewise another, p. 183, n. 13. — He laxly excuses from mortal sin one who vows abstinence from wine, unless he drinks as much wine as a temperate man is accustomed to drink at one meal, p. 227, n. 4. — In this he expressly contradicts himself, ibid. — He teaches a lax proposition on the commutation of a vow, p. 353, n. 5. — And on the oath, p. 378 f., n. 1, 11, and 15. — And another, p. 389, n. 2. — He is to be read with caution on account of the condemned doctrines which he praises in others and copies from them, p. 521, n. 12.

Religious state (*Status religiosus*). See: Religion, the religious state.

Superstition (*Superstitio*). What superstition is, and its division, is set forth, p. 32 f., n. 1 ff. — From an undue manner of worshipping God it is a grave sin, p. 34, n. 5. — To mix profane and shameful things into the divine office is a grave sin; but light, if they are only vain, ibid., n. 6. — One who proposes false relics for adoration, or preaches false miracles, sins gravely, ibid., n. 7. — One who fasts on Sunday only to restrain the flesh and the senses does not sin, ibid., n. 8. — Several common cases in which superstition lies hidden are reported, p. 35 ff., n. 1 ff. See: Divination.

T

Tamburini, Tommaso (*Tamburinus*). Tamburini laxly teaches that the precept of adoring God of itself and directly never obliges, p. 4, n. 6. — He most laxly teaches that one who blasphemes from an inveterate custom does not sin, p. 103, n. 5 f. — He laxly teaches that one who omits the whole Rosary promised by vow sins only lightly, p. 183, n. 13. — A want of diligence in reporting the opinions of authors is familiar to him, p. 342, n. 12. — He teaches lax propositions concerning the oath, p. 379 f., n. 2, 4, and 14. — And another, p. 390, n. 2. — And another, from Hurtado, p. 415, n. 12. — And another, condemned, on one who swears without the intention of swearing, p. 436, n. 9. — And other lax ones likewise on the oath, p. 470 f., n. 15 f. — He laxly teaches that a man may at his pleasure utter words materially, that is, stripped of all signification, p. 489, n. 1. — This doctrine is laxer than the condemned one on mental restrictions, ibid., n. 2 ff.

Tempting God (*Tentatio Dei*). The tempting of God is an inordinate trial of some divine perfection, by words or deeds, p. 9 [=91], n. 1. — One kind is express, another tacit, ibid., n. 2. — It is by its kind a grave sin, p. 92, n. 3. — To tempt God even when the matter is light is more probably mortal, ibid., n. 4. — One who strives to make his innocence manifest by the trial of red-hot iron, or of boiling water, tempts God, p. 93, n. 5. — The examples usually adduced are answered, ibid. — One who, to convert a heretic, offers a miracle to be wrought by God in confirmation of Catholic truth tempts God, p. 94, n. 6. — Express and tacit tempting of God are not two distinct sins, ibid., n. 7. — In confession it must be disclosed whether the tempting of God was express or tacit, ibid.

Torrecilla, Martín de (*Torrecilla*). Torrecilla teaches lax propositions concerning the oath, p. 382 f., n. 24 ff.

V

Wyclif, John (*Wicleffus*). Wyclif wrongly asserts that oaths made to strengthen human contracts and civil dealings are unlawful, p. 373, n. 1. — This proposition is condemned in the Council of Constance, ibid.

Viva, Domenico (*Viva (P. Dominicus)*). Fr. Domenico Viva teaches lax propositions concerning the oath, p. 381 f., n. 16 and 23. — He wrongly denies to Tamburini the condemned proposition on one who swears without the intention of swearing, p. 436, n. 9. — He is to be read with caution in his exposition of the condemned propositions, ibid. — He does not depart from the sense of proposition 25 condemned by Innocent XI, ibid. — He seems wrongly to defend as probably lawful swearing something false in light matter without the intention of swearing, p. 437, n. 12. — He defends restriction not purely mental by the use of a twofold knowledge, communicable and incommunicable, p. 500, n. 4. — And he extends it to all men when a grave cause presses, p. 501 f., n. 5 ff. — And to rustics, when no convenient external restriction occurs, ibid. — Such a doctrine falls back into the very proposition proscribed, p. 502, n. 9. — He wrongly contends that the propositions condemned on mental restrictions were condemned only in their obvious sense, and not as they stand in their authors, p. 506, n. 2. — This doctrine favours Jansenism, and is shown to be false, p. 507 ff., n. 3 ff. — His commentaries on the condemned propositions are to be read with caution, p. 520 f., n. 12.

Wolff, Christian (*Wolfius (Christianus)*). Christian Wolff, a Lutheran, wrongly denies that an oath produces a new obligation of performing something to the one to whom one swears, p. 433 f., n. 3.

Vow (*Votum*). The Lamperians, Wyclif, Luther, and Calvin condemned the vow, p. 112, n. 1. — A vow of abstaining from wine is not made by us as though some holiness lay beneath wine, as Calvin slanders, ibid., n. 2. — Other ravings of Calvin about the vow are reported, and turned back upon him, p. 113, n. 3 ff. — A vow can rightly be made both for a defined time and for ever, p. 114, n. 5. — This is shown from the Scriptures and by reasons against Calvin and Luther, p. 114, n. 5. — The condemned, and some lax, propositions on the vow are reviewed, p. 115 ff., n. 1 ff. — A vow is a deliberate promise made to God of a better thing, p. 118, n. 2 ; ibid., n. 3 ff. — Full and perfect deliberation is necessary for a vow, p. 119, n. 5. — If these are present, even sudden vows must be fulfilled, ibid., n. 6. — One who hastily makes a vow of great moment sins venially, p. 120, n. 7 f. — The Salmanticenses are attacked, ibid. — A vow made deliberately, though hastily, is valid, ibid. — For no vow, though in the lightest matter, does half-full deliberation suffice, p. 121, n. 9. — Virtual deliberation, or liberty, suffices for a vow, ibid., n. 10. — A resolve, though firm, is not a vow, and induces no obligation, p. 122, n. 1 [=11]. — The Fathers often use "vow" for "resolve", ibid. — The nature of a vow lies in the promise, p. 123, n. 1 [=12]. — How it differs from a resolve is explained, ibid. — The resolve of the one vowing can be considered in different ways, ibid., n. 13. — One who vows with the intention of vowing, and of binding himself, is bound by the vow, though he has at the same time the will of not carrying out the promise, p. 124, n. 15. — The same holds, though he had at the same time no intention of binding himself, p. 125, n. 18. — Vows made in honour of the Saints are valid, p. 126 ff., n. 1 f. — This is explained, and at the same time Erasmus, Luther, and Calvin are attacked, ibid. — The vows we pronounce to the Saints are properly made to God alone, p. 128, n. 6. — All those things which are commanded by divine or ecclesiastical law can be the matter of a vow, p. 129, n. 2 f. — The promise made at the reception of baptism, to renounce the devil and his pomps, is not a vow except in a broad sense, p. 130, n. 4. — For a vow to be of a better good, it suffices that it be such compared with the contrary omission of the same vow, ibid., n. 5. — Things opposed to the evangelical counsels are not fit matter for vows, p. 131, n. 6. — In some circumstances a work which, speaking absolutely, is opposed to them is in fact not opposed, ibid. — A vow of contracting marriage, speaking of itself, is not valid, p. 132, n. 7. — This is explained, ibid. — One who, agitated by the stings of concupiscence, vows marriage to avoid fornication and other acts of lust, more probably does not vow validly, ibid. ; p. 133, n. 8 ff. — The arguments of the contrary opinion are resolved, p. 134, n. 11. — A married person hindered from asking the debt by a vow (as by incest, or spiritual kinship) cannot ask the debt even if he is agitated by vehement stings of the flesh, lest he fall into grave sins of lust, p. 135, n. 12 f. — Sporer's opposite lax opinion is attacked, as also another of his much like it, ibid. ; p. 136, n. 15 f. — Vows of chastity, of religion, or of not marrying, made by those for whom it is more salutary on account of incontinence to enter marriage, are valid, and oblige even after supervening vexations of lust, ibid. ; p. 137 ff., n. 17 ff. — The opposite opinion of Leander, Moya, Fr. La Croix, and others is shaken out and attacked, ibid. — Vexations of lust can best be overcome by other means than marriage, ibid. — A vow not to vow is invalid,

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