A Paper on Usury

John Jewel

Anglican · Reformation · Essay

STROMATA 26

INTRODUCTION

Composed in the 1560s by the Bishop of Salisbury and Elizabethan apologist best known for his *Apology of the Church of England*, this disputation preserves a working theologian's case against lending at interest at the precise moment when Protestant England was beginning to accommodate the practice. Jewel answers an interlocutor identified only as A.B. point by point, marshaling Scripture, civil law, canon law, and pagan moralists like Cato to insist that usury offends both tables of the Decalogue. The exchange belongs to a broader sixteenth-century reformed literature on commerce and conscience that would soon yield, by way of reaction and revision, the more permissive frameworks of Calvin's followers and the later Puritan casuists. Expect a pointed forensic argument rather than a sermon, terse, citation-heavy, and unwilling to grant the ground its opponent assumes.

Question: Whether any money from an earlier agreement received by someone who gives money to a merchant as a loan is unlawful profit, although he does not seek profit unless from profit, and with agreement from the merchant?

John Jewel’s Response: On the contrary, the usurer also seeks gain from loss, and not only from profit.

A.B.: I think that the contract under consideration is lawful, for it disagrees with neither the first nor the second table.

John Jewel: I, on the contrary, plainly see that usury is prohibited by all laws—divine, human, civil, canonical, new, old, Christian, and pagan—and that it is approved by no law or human ordinance. Therefore, I do not consider this kind of contract lawful.

A.B.: For what pertains to the first table, I think that no commandment of God stands out by which people are prohibited to exercise this kind of contract in which one offers another money for his work, done in the manner of all honest trades. Neither do I think that a distinction must be made among material things that are rented, such as a field, a house, or lastly money that happens to be used by a merchant. For indeed, it seems to me, that diversity of material things does not make the nature of the contract different: Even lawyers finely distinguish among certain and indeed just cases, one of which is renting, whetheras a partnership or a loan.

John Jewel: It was strange (indeed it seems so to me) to speak here concerning the first table. For it contains so much about religion and the worship of God; however, usury properly refers to one's neighbor. A usurer, when he openly injures a brother, knowingly and consciously sins against the second table. Yet he also sins openly against the first, that is, against God, the author of both tables. I marvel that so learned a man, when he wants to prove usury, does not wish to bring support (for I do not say that it is not possible) from the Holy Scriptures, especially when he cannot be ignorant that there are many today who deem it everywhere to be condemned in all the Scriptures. Human commands, howsoever wise, cannot possess the authority of the word of God. However, I would not think that those men, who promised that they would bend neither to the left nor to the right hand, but nevertheless only hold fast and follow what God commanded, would recall certain conjectural and obscure collections for instruction in the Christian life.

A.B.: As it belongs to the second table, with respect to which these things are properly regarded, it seems to me that this kind of contract in no way injures anyone, but also greatly helps human society if it is defined by certain limits concerning which I will speak later.

John Jewel: Otherwise can always be seen, not only by Christians, but also pagans. The ancient Romans, not to mention others, were no less horrified by usury than by murder or theft. "Our ancestors," said Marcus Cato concerning rural matters, "condemned the thief doubly, and the usurer four times." When he was asked what it was to commit usury, he answered, "What is it to kill a person?" If the wise had thought that this contract would have helped human society so much, then certainly they would have not omitted it in their writings of the laws and ordinances of republics by reason of such fitting private and public utility, for human society was always their highest concern.

A.B.: Those things that are said in the word of God against usurers do not apply in this instance. Usury (which is named from the Hebrew nešek, that is, "biting," and is condemned by the Word of God) only then is committed when money is given to another as a loan, so that I may demand also interest and anything else above the interest allowable by law. To be sure, what we propose is not that money be given as a personal loan, but that a partnership be initiated in which one party brings money to the business to be done to improve his income, and the other, to be sure, brings his work for common profit.

John Jewel: Today there are many men who are not evil, and who think that every kind of usury is absolutely condemned by the word of God. Certainly David thus preaches that a good man is one "who does not give his money for usury," and not only not to the poor, but not at all. Christ said universally, "Give a loan, henceforth, expecting nothing." If these and many other passages that are cited from the word of God do not pertain to this instance, why do you not then from that same word of God bring forth those passages for usury that do pertain to this case? Why do you not make plain from the Scriptures that it is thus lawful to make an agreement with a merchant or a rich person to demand your money with usury? Some kinds of usury are harsher, while other types are milder. A rich merchant who makes profit from money to be loaned is harmed less than a poor person who is consumed by usuries and cannot repay the money. I, indeed, hope that I can be taught by his passage that biting is part of every kind of usury, even the most moderate. The definition that he brings forth rightly agrees, for thus a merchant gives money to another merchant as a loan, so that whatever occurs, whether you are profitable or you suffer loss by whatever law or injury, it may be regained with usury.

A.B.: This, that is, to injure a brother for the sake of money, which I condemn with you to help the weak, is plainly repugnant to Christian love, and, for this reason, it is a kind of great cruelty; from such all Christians must separate. John Jewel: It must be fought with the Scriptures, not by those reasons that prove nothing, for is this that logic: It is not lawful to demand usury from the poor; therefore, is it lawful to demand from the rich? By the same manner, it is possible to say: It is not lawful to afflict the poor in judgment; therefore, it is lawful to afflict the rich. Even school boys know that an affirmative cannot be rightly concluded from a negative.

A.B.: This, on the contrary, truly agrees absolutely with love. Who is harmed by this kind of contract? The commonwealth suffers no injury, but on the contrary, it is even helped when it is present in a commonwealth to support an honest merchant, rather than money that is spent on leisure.

John Jewel: Who, you say, is harmed? I answer, the commonwealth. A merchant, who receives money that is loaned at interest, is thought to buy his own wages at so much more, and the people are thought to pay more for goods. Chrysostom rightly said that the usurer was the common enemy of all. Moreover, why are there today so many merchants who are indebted, unless it is that young men, while they try to prepare to do business, are involved and also impeded by usury before they are able to rise? To be sure, once those merchants begin to fall, their creditors often seize many other good people with them. If this is to help the commonwealth, I indeed do not see what it would be to harm it. Lawyers indeed say that in the commonwealth, someone makes interest, not so that he may engage in the trade of usury, but that he may use his business rightly; that is, as I interpret, honestly and legitimately.

A.B.: He who uses money truly is one who also cannot be overcome by it when part of the profit returns to him.

John Jewel: I confess that it returns to him sometimes; but by this contract, as I said, the prices of things increase immensely, and the people are taken hold upon and oppressed. Moreover, the laws ought not to serve the desires of one or a few greedy merchants but protect all of the people.

A.B.: Finally, he that gathers money, which someone else should throw away on leisure and slowly exhaust, is for this reason wealthier, and hence can help brothers more sufficiently.

John Jewel: Certainly, whatever happens either to the debtor or the commonwealth, only the usurer is always more wealthy, but for iniquitous and foul reasons; that they may be so accustomed, they do business from pandering or robbery. It is ridiculous and also harsh to oppress the many in order to help one, for, regarding what is added, that a rich usurer is more fit to help brothers, there is no kind of greedy, stingy, defiled person less inclined toward either supporting brothers or helping the commonwealth.

A.B.: On the contrary, some among us are inclined to object, that he who uses money harms the commonwealth and brings injury to himself and also even thus rewards unconcerned and careless men from whose snoring their wealth increases, which proves our point.

John Jewel: The matter speaks for itself from both sides. This accusation is old, public, and most true.

A.B.: They say that it harms the commonwealth because it is thought that the merchant pays more dearly for his own income so that he may seek profit for himself and another. I answer, that a cure must be sought for this evil, and also there are chiefly two matters that must be taken care of, as far as they can be taken. Certainly our dealings should not be with a dishonest person; second, we would not stipulate a payment of money not greater than equitable, but such that both parties could probably agree to an honest part of the profit.

John Jewel: Beautiful, but who would inquire? Where, when, by what contract, and in the presence of whom? This is actually what one would want to ask, which it is not possible to discover. For it is not placed in your hand how upright the man with whom you would contract is. For infinite are the subterfuges in the souls of human beings. Concerning that really moderate payment, I do not know how it could ever come together.

A.B.: Henceforth, if this contract is condemned because of this inconvenience, why then is not also the loan rejected? Precisely the same inconvenience follows if I would rent a field or a house to anyone who is more evil, or for a price that is more than would be fair. John Jewel: On the contrary, there is much difference. It is always lawful to rent, but it is not lawful to engage in usury. One is able to rent honestly, but one cannot engage in usury honestly. Because iniquitous renting is rightly condemned, iniquitous loaning is rightly condemned. Usury is iniquitous lending.

Additionally, usury should not be compared with lending in general but with such iniquitous lending. All iniquitous lending must be condemned; therefore, all usury must be condemned. It is added, “If I would rent a field to anyone who is more evil.” I do not understand what this is. For the wickedness in this place is not in the contractor who bears the injury, but in the iniquitous contracting that brings injury; neither do we censure him who receives money as a loan with interest, but, rather, the usurer who gives money at interest.

A.B.: Next, they truly say that injury is done in two ways in business. First, because one would receive as profit that which is from the work of another. Second, because the agreement would be for fixed money in every occurrence, even when the occurrences are unknown to the merchant, and the risk ought to be shared in a partnership, otherwise it cannot be seen as a lawful agreement in which also a common liar does not bear punishment. John Jewel: Both cases are correct. A.B.: I answer thus regarding the first, that it is not any more iniquitous that I should receive profit from another's work than that that one should become wealthier from another's money. However, the best contract of this sort is one that is equitable, to the extent that the material of one grants work for another, in which then one helps another so that there is rightly common profit.

John Jewel: If it were so, it would be a partnership, not usury. Moreover, it would be fair and reasonable for both the creditor and debtor to be subject to the same risk. It is not enough that material be granted by one for profit to produce work by another unless it be in the same manner by both. However, now one often loses work and effort, while another is secure and certain concerning not only his share but also his profit. Therefore, since both common risk and common profit are not proposed, as often is, then one does not help another, but oppresses him, and in this best contract there is iniquity.

A.B.: Indeed I know that it can be objected, as Aristotle said, that it was contrary to nature that money can produce money, and that it can also produce a debtor, as lawyers say, not by using money that is not his, but his own, since it is on loan, which is among those things that exist in weight, number, or measure that are said to be loaned, for what is mine becomes yours. I do not marvel at these subtleties, which I trust I can easily refute since I did not say that this contract is a loan but a kind of partnership in which one brings the material of money, for certainly it is from material that money comes and another truly brings work; and also the rule of love demands that compensation be common and reciprocal for common benefit.

John Jewel: It is a wonder that a Christian man does not see what a pagan could see imbued only with the light of nature. Neither is the authority of Aristotle so trivial that we can reject him so lightly and with such contempt as though he followed inane subtleties. This, moreover, is the force of the reasoning that was used by Aristotle that can hardly be so easily refuted. For as things are born from one another, so things can reproduce others of the same kind, as cows, for example reproduce cows, and goats, goats; however, there are inactive and senseless things which do not procreate; for instance, a rock does not give birth to a rock because in it there is no power to procreate anything. Therefore, a coin is no more able to reproduce a coin than a table can reproduce a table or a feather, a feather. Moreover, that which pertains to the name loan may be easily reproached by lawyers, and thus this thing would be easily resolved. Thus it must be not a loan with usury but some kind of partnership. This was not in dispute; rather, this was asked: Is it lawful to form this kind of partnership? Was this finally argued: Usury among merchants or rich people is not a loan; therefore, usury among merchants or rich people is not unlawful? Once again, for the third time, you foist in "the material of money from one, the work by the other." Who can be ignorant of this? Either it is done in a manner very much appropriate, or sometimes, as is usual, it is certainly not done in the most despicable agreements. It was not asked in this place what may be done, but what is lawful. The rule of love, you say, prescribes that compensation be common and reciprocal for the common benefit. Correct. For usurers are indeed led by love, and not avarice.

What if the debtor gains nothing, or rather, what if, as is commonly the case, he loses everything? What reciprocal compensation does the rule of love then establish?

A.B.: I answer as I did before. Although events are uncertain to merchants, nevertheless, profit is rather more rightly presumed than loss; when merchants are trained in their trade, they grant minimal probability in their loss.

John Jewel: Profit is presumed rather than loss perhaps because in our heart we are inclined to hope for what is well. Nevertheless, business is always uncertain and dangerous and sometimes ruled more by chance than prudence. Wherefore since an event is uncertain, and that partnership is of common money and work, it is fair, indeed in my opinion, that the risk be common. Indeed that one undergoes all the risks and loses his business, and even from the loss must repay the money with usury, while another sits in the leisure of his house and whatever happens he is safe concerning both his portion and profit is iniquitous.

A.B.: Next, these kinds of partnerships must be distinguished from that in which both bring matter and work, so that merchants institute a partnership; for then each equally takes heed for himself.

John Jewel: A partnership must be distinguished from that. A partnership is honest; the other is always base. Truly there is no certain reason strong enough. What makes caution minimize injury? Therefore, it can be made so that one may be aware of both the foul and equitable thing in it. Certainly not even the Jews today can know this kind of partnership among themselves, so that merchants or rich people can exact usury from the rich.

A.B.: Truly in this kind of partnership diversity occurs. For one has money in his power; another, content with a schedule of obligations, follows the good faith of the other.

John Jewel: This is indeed some answer, but it does not satisfy. What if a creditor does not so much follow the faith of the debtor but also wants his fields and estates to be obligated to him, but there is no equal guarantee for the debtor, and the creditor still receives his money?

A.B.: Therefore since there would be a better guarantee than that for those many, I also say that such a stipulation be allowed, so that no mention is made of common loss, that truly he would be restrained by this like a bridle, so that he would not audaciously pour out money not his own, but that as it were, his own perishable things would be used sparingly for one risk.

John Jewel: On the contrary, I said that both are equally guaranteed; also it is fair in the stipulation, if something occurs, mention should be made of common loss. Moreover it was useless here to speak about the pouring out of money: Now this discussion is not about spendthrifts, but usurers. Certainly in this matter one thing is allowed in controversy: Since guarantee should be the same for both, why ought it not be proposed that the same danger be for both?

A.B.: Nevertheless, still it behooves a Christian, then, both in all other kinds of obligations and in this contract, to thus use his own law so that when he decides that another happened to cause a loss through no fault of his own, he would be prepared also from his equal and good self preferably to bear the loss of his portion than to do harsher things to the brother than Christian love would bear.

John Jewel: The Christian is to live in this manner; moreover, the Christian is to contract in this manner: for contracts and agreements are, so to speak, certain chains on human life. If a debtor, you say, suffered loss through no fault of his own, the creditor also ought to bear the loss of his portion. What if he, indeed, suffered no loss but from other causes either made little or no profit, so that something called usury could be taken from him? What then would Christian moderation add to this?

A.B.: To whom this does not seem a marvel, I say that the reason for a loan is similar, which no one can censure. For example, a brother gets up and comes to me asking for money; he asks because I am wealthier, but I nevertheless stipulate, in good faith, a certain time for repayment, which he accepts. Who condemns this stipulation? Nevertheless, it happens that debtors cannot, especially at the time prescribed, pay the loan, and this also without any fault.

John Jewel: There is much difference between usury and a loan. God commanded to give a loan, but prohibited usury; a loan was conjoined with love, while usury was joined to avarice. What kind of argument is this? You say, he is able to bear that another cannot present what he promised especially in a loan or lease; therefore, it is lawful to exercise usury. This reason hardly seems to cohere. For it is similar and dissimilar and, in my judgment, does not prove much.

A.B.: Then this same misfortune also occurs; just as it often happens in the leasing of a field and all other contracts for use, that someone who promised without exception, cannot present payment. Therefore, the same rule prevails among all, that a Christian deal Christianly with his neighbor, and the stipulation is not for this reason condemned.

John Jewel: It is a pious and Christian rule that functions well among good men; indeed usury does not fit exactly with this rule. It still has not been clearly proven that a usurer can be a good man, or that it is more lawful for a Christian to exact usury piously than to steal piously. He who said, “You shall not steal,” is the same one who said, “You shall not commit usury.”

A.B.: With these rules in place, as far as I am concerned, this contract is circumscribed as though to these limits.

John Jewel: You cannot control by moderating a thing that in itself does not have any moderation. How much better it is to take away all usury altogether, than to wish to circumscribe to the limit what is infinitely evil.

A.B.: I think that the first thing that must be diligently considered is that we desire to loan money neither out of greed nor desire for leisure but either to put it to work, or to gather it for improving estates.

John Jewel: Those are not by the rule of law but of injury. Certainly on the whole we find that we are now taught that usury is committed not for the sake of avarice, but piety, and that by doing nothing one seeks not luxury, but work.

A.B.: Second, it must be taken heed, that we would not in this manner act to support the poverty of the poor person less than is appropriate, so that if one has something that he commits to another, it would thus not be adequate to help the brother.

John Jewel: Ridiculous; for the more you put forth in usury, that much more is returned to you from which you help the brother.

A.B.: Third, I think that we should seek a merchant who is not as rich as possible but as honest as possible and who will make an honest transaction. John Jewel: What is this to the matter? For integrity is not asked in usury, but money; we do not understand here the merchant who receives money as committing usury but the usurer who gives it.

A.B.: Fourth, I think that the payment of money must be moderated, so that, in addition to the judgment and decision of the merchants themselves and good people, public laws are not violated, nor the occasion for a stumbling block be shown in any just cause.

John Jewel: Who finally describes for us that golden mean so that we may receive neither more than is necessary nor less? If it is lawful to demand usury of a twelfth part [of the principal], why would a fourth part not be lawful? If a fourth part, why would a third not be lawful? If a third, why not half? If those, why not even a hundred percent? Who would establish those limits for us from which it would not be lawful to depart at any point? Why, if this kind of rule is thus able to trace a straight line, did it not trace it? Why did it not determine for us that this is lawful and that is unlawful? What reason can one give why not God himself nor any commonwealth nor any good man thus regulated those payments of usury so that it could be understood what and how much is lawful for a merchant to demand from a merchant in the name of usury? It is absurd that when you want to reject all for a mean, to leave it in the middle, and define no limits.

A.B.: Fifth, it must be diligently observed that we must use our law, both equally and for good, just as Christian love commands.

John Jewel: This to me seems to be the same as what follows. There is indeed none other that is equal or good than the will of a good man joined with Christian love. Christian love does not lend money at interest, nor does it seek the things that are its own, but those things that are Jesus Christ's.

Source: https://archive.org/details/worksofjohnjewel04jewe/page/n51/mode/2up

Jewel J (1845b) Paper on Usury. In Ayre J (ed) The Works of John Jewel, 4 volumes. Cambridge: Cambridge University Press, pp. 4: 1283-98.

https://www.thestromata.com/texts/a-paper-on-usury