

**Bernardus Lessius**

***De iusticia et iure*, book 2, ch. 18, dubitatio 5**

*Whether an internal promise or gift obliges us to a human being.* I respond, and say, first: although a promise or a gift made purely internally to God obliges us to God, the inspector of hearts, one made to a human being, however, does not oblige to a human being. This is the common opinion of all the doctors.

But it is a difficulty, whether this derives from positive law alone, or whether from natural law. Some think it derives from positive law alone, for, remaining within the limits of natural law, [they think that] such an act induces a true obligation. Thus [Martín de] Ledesma [1509–1574], *Secunda quartae* [part two of his commentary on the fourth book of the *Sententiae* of Peter Lombard], q. 18, a. 1, dub. 13, and thus inclines [Domingo de] Soto [1494–1560], [*De justitia et iure*,] book 7, q. 1, a. 2 and Molina, [*De justitia et iure*,] disp. 266. This can be proved, first, because an internal promise adds something above a bare intention [*propositum*]: therefore, it obliges more. Second, by an internal act, by which someone doesn't want to have a thing any more among their goods, possession and dominion can be relinquished [*amitti*]: therefore, obligation to another can also be caused [by such an act]. Third, the whole force of promises and gifts to oblige is from internal will: therefore, this is sufficient to oblige. This is confirmed, because exterior expression is not necessary except so that [the promise] can be known and accepted by another; but this acceptance is not necessary by natural law. This opinion is probable.

I say, second, that it nevertheless seems more probable, that an internal promise or gift is, [even] by natural law, insufficient and invalid to oblige. This can be collected from Doctor Thomas, *ST* 2–2, q. 88, a. 1, where he says that a promise of one human being to another cannot come about except through external signs, but [a promise] to God can come about by internal thought. Some Thomists, here and there, hold the same. The reason is, because a promise or gift are certain practical signs, efficient of that itself which they signify. Therefore, one who says “I promise to you,” “I give you,” not only signifies an internal thought and affect of giving, but even formally constitutes the act itself of gift or promise which is expressed in these words under such an intention, and its effect, that is the obligation, which arises in the promisor, and the right [*jus*], which arises in the promisee. Since there are no signs of the [merely] internal act fit to signify it to another, there

are also no instruments fit to oblige oneself to another: for that aptitude [of causing obligation] is founded in signification to another. If, however, the other is able to know internal thoughts, as angels can, when [thoughts] are directed at them, then a gift or promise can very well come about through an internal act. In addition, such a promise [not signified to another] is not accepted, which, however, is necessary to the obligation, as will be said immediately [below]. For it is considered to come about under that tacit condition.

To the first [argument for the other side] I respond: an internal promise adds, above an intention, a certain beginning of promising [*inchoationem promissionis*], which, however, is insufficient to cause obligation.

To the second: Although possession and dominion can be relinquished by an internal act, so that the thing is regarded as abandoned, it cannot, however, be [thus] transferred to another: for that, more is required. For it is easier for something to cease, than for [something] to begin to be, or be produced in another. Whence neither can the right of the other be given through an internal promise.

To the third: Although the whole force to oblige is from the will, nevertheless the will cannot cause [an obligation] immediately in a human being without an external act, as it were an instrument. Otherwise by this itself, that I will internally, another would have a right in all my goods, nor could I give them to another or retain them. Hence it comes about that even jurisdiction cannot be given without an external act, as the theologians teach in common. In confirmation: thus external signs are not only required that the will of gift be signified to another, but the gift or promise itself even comes about by them, as has been said.