

has failed on the first point fully to grasp the meaning of the question, and it is evident at a glance that by misquoting the second question, using disbelief for ignorance, has reduced it to nonsense." The first charge then goes to the wall. GURY has here been misunderstood, misquoted, and made to speak nonsense by the *Southern Cross*. So says the Rev. LINDSAY MACKIE; and he could have used similar language with equal truth in reference to almost all the other charges. No better description of the charges taken as a whole, than such as is expressed by these words can be given. GURY has been misunderstood, misquoted, and made to speak nonsense. The charges are, some of them misrepresentations, others fabrications, and the attempt to fasten them on GURY, is a rignarole, wonderful in the eyes of every real theologian and shocking to every man of principle capable of understanding GURY's treatise on theology, and his "Casus Conscientiæ."

The Rev. LINDSAY MACKIE continues: "The next point raised is the binding force of an oath." GURY has been charged with teaching "that a person need not observe an oath taken under apprehension that injurious consequences might accrue to him from it." Bishop MORAN stated, and states again, "GURY does not teach this" what GURY does is this, he puts the question "Does a promissory oath extorted by great and unjust fear bind." This is different from the question fathered on him by the *Southern Cross*. These are two distinct questions, and it will not suffice for the Rev. LINDSAY MACKIE to say there is a fine distinction here. Theology abounds in fine distinctions, as does every scientific treatise, and the man who is unable to appreciate and understand fine distinctions is not qualified to pronounce an opinion on the meaning of a theological work. But even in reference to this question of GURY, which is not at all the question raised by the *Southern Cross*, GURY does not teach anything of himself on the point. He simply gives two opinions and there he leaves the matter, a thing very usual in all treatises on theological or moral subjects. It may interest our readers to see an illustration of this from a Protestant work on Moral Philosophy, written in English. We take up "Paley's Moral Philosophy," and in B. 3 pt. 1 C. 16. 5. we find the following, 1st, *promissory oaths*, he says, are *not binding*, where the promise itself would not be so; and 2nd, in reference to a promise extracted by fear he says (C. 5), "It has long been controverted amongst moralists whether promises be binding which are extorted by violence or fear. The obligation results, as we have seen, from the necessity or the use of that confidence which mankind repose in them. The question, therefore, whether these promises are binding will depend upon this, whether mankind upon the whole are benefited by the confidence placed in such promises? A highwayman attacks you, and being disappointed of his booty, threatens or prepares to murder you; you promise with many asseverations that if he will spare your life, he shall find a purse of money left for him at a place appointed. Upon the faith of this promise he forbears from further violence. Now your life was saved by the confidence reposed in a promise extorted by fear; and the lives of others may be saved by the same. This is a good consequence. On the other hand, a confidence in promises like these would greatly facilitate the perpetration of robberies; they might be made instruments of unlimited extortion. This is a bad consequence: and in the question between the importance of these opposite consequences resides the doubt concerning the obligation of such consequences." Like GURY, PALEY, on this point, gives the two opinions and there leaves the matter: but as to the obligation of a *promissory oath*, PALEY is decided in teaching that it does not bind where the promise itself does not bind. GURY is not so decided. Now would it be treating PALEY fairly to write some unmeaning words and then say PALEY certainly teaches a person need not observe an oath if taken under apprehension that injurious consequences might accrue to him from it? Yet on a misstatement as to the question of GURY, and on a misstatement as to the answer of GURY, the Rev. LINDSAY MACKIE has no hesitation in saying that GURY teaches the very thing which he does not teach.

The Rev. LINDSAY MACKIE does not understand what he is writing about when he uses the following words—"A man may promise a donation pledging to both God and man in the most solemn manner by an oath that he will give it; but the donation is not yet accepted, and in the meantime the man held in the bonds of his oath changes his mind? Why, hocus pocus, and the thing is done; a little logic, the simplest syllogism will dissolve into fine air chains of adamant." This is said in reference to our answer that there is no truth in the charge of the *Southern Cross* that GURY "teaches a

donation promised on oath, but not yet given, is not binding." Bishop MORAN said GURY does not teach this, and then gave the real question of GURY—viz., "Does a donation promised on oath, but not accepted, impose an obligation?" To which the Rev. LINDSAY MACKIE replies, "No doubt the *Southern Cross* has missed a fine point here by saying *given* instead of *received*." So little does the rev. gentleman understand about the question, that he is actually under the impression that in GURY's question the word *accepted* and the word *received* mean precisely the same thing, and here again he shows how little qualified he is to pronounce an opinion on GURY's teaching. It is clear neither CARTWRIGHT, from whom it would appear the *Southern Cross* borrowed this precious charge against GURY, nor the Rev. LINDSAY MACKIE with GURY in his hands understood GURY's question. They understand the word *donation* in a sense of their own, not in GURY's. They evidently do not know what Moral Theologians mean by *donation*. In theology *donation* is a *contract*; by which a donor actually deprives himself in an irrevocable manner of something in favour of a recipient, who has accepted the gift." GURY vol. i. p. 481. *Donation* does not exist until there is acceptance. It is a contract; there are two parties to it, the donor and the acceptor; there must be mutual agreement. Now, a gift may be accepted in two ways—either by actually receiving it, or by intimating to the donor the accession of the recipient to the contract before the actual delivery of the gift. Until such acceptance is given in one or the other of these ways the contract does not exist. GURY's answer is—1st. A donation promised on oath, but not accepted, does not impose an obligation, because an oath follows the nature of the act, but a donation before acceptance is not firm. 2. GURY gives the teaching of LAYMAN, who says a donation promised on oath does bind: because an oath is to be observed, whenever it can be kept without sin. In reference to the 1st. opinion, we find it agrees with what PALEY the great Protestant moralist lays down: "Promissory oaths," he says, "are not binding where the promise itself would not be so," Moral Philosophy, b. iii. pt. i. c. 16. And he says moreover, in reference to promises, that promises *before acceptance* are not binding, for in that case they are to be regarded as a resolution in the mind of the promiser which may be altered at pleasure. C. 5. PALEY then, it seems, agrees with GURY's first decision. But GURY is careful to add the affirmative opinion of LAYMAN, who teaches an oath is to be observed, when it can be kept without sin. The teaching, then, attributed to GURY on this point is not GURY's; and it is also clear that the Rev. LINDSAY MACKIE does not understand the meaning of *donation*, and that he has kept back the fact that GURY had given LAYMAN's opinion.

In our leader last week, the fourth question—viz., in reference to the concealment of his conversion to Rome by a Protestant clergyman was discussed. It is not necessary, therefore, to repeat here the contents of that leader.

In the fifth place GURY is charged with saying—"That acts of charity are only incumbent on those who are tolerably well off." Bishop MORAN answered—"There is no such teaching in p. 145," adding, he supposed, reference was made to the question, "Who are bound to, and can give alms?" The Rev. LINDSAY MACKIE replies: "On turning to p. 145, I find something so very like this teaching that it might easily be taken for it." This is an admission that the charge here made against GURY is not to be found in his work, but only something very like it. Is not this a proof of the want of accuracy, the recklessness with which the Rev. LINDSAY MACKIE and the *Southern Cross* assail the character of Catholics? When a man's character is assailed it is the truth, not something very like it, that should be told. The word *charity* has a much wider significance than the word *alms*, and includes under it many obligations besides that of alms deeds. And it by no means follows that a man not bound to give alms would not be bound to acts of charity. The gentlemen, therefore, who have taken upon themselves to spread abroad injurious charges against Catholics should be exact, and state precisely what GURY really says, and not something very like it. But the Rev. LINDSAY MACKIE takes up the question of alms deeds, on which he is virtuously eloquent. He could find nothing bearing on the question in vol. i. p.p. 139, 140, referred to by Bishop MORAN, though p. 139 contains GURY's teaching on the order of charity, from which he could have learned what great sacrifices of property people are at times obliged to make for the relief of the necessities, spiritual and temporal, of their neighbour. What GURY teaches as a general principle in reference to the obligation of giving alms to poor people in ordinary necessity does not seem to satisfy the generous heart of the open-handed Rev. LINDSAY MACKIE. GURY, according to him, is far too niggardly. Well, it is to be wished that many amongst Christians of all denominations went as far in the discharge of the duties of alms deeds, or even nearly as far, as GURY