

Logic Behind Hobbes Dogma on Covenants

Hobbes draws a thought-provoking finding in his renowned work, “Leviathan”, by saying: “Covenants entered into by fear, in the mere condition of nature, are obligatory”.

Initially, he says, “Covenant is where one receiveth benefit of life; other receives money, service for it”. However, there remain some implicit premises here. In section 11 a covenant is described as, “One of the contractors may deliver the thing contracted for on his part, and leave the other to perform his part at some determinate time after (and in the meantime be trusted) then the contract on his part is called COVENANT.” A contract according to section 9 is a “mutual transferring of right”. The foremost implied premise here is that you can deliver what you owe later. The last one is that you are gaining benefit by transferring your right.

The subsequent premise he draws on is that a covenant is binding if, “No other law forbids performance”. The inferred premise here is, according to section 8, “A man cannot lay down the right of resisting them that assault him by force, to take away his life”. Moreover, in section 28, “A former covenant makes void a later”. If you are not vowing to resist your own slaying or don’t have a contrary preceding covenant... you may make a covenant.

Further, a covenant holds if there is no way, “there ariseth some new and just cause of fear, to renew the war.” Section 20 says, “For that which could not hinder a man from promising, ought not to be admitted as a hindrance of performing”. Once you have made the covenant, you are bound to perform.

To conclude, in section 8 it is said, “Whensoever a man transfereth his right or rencounceth it, it is either in consideration of some... other good he hopeth for thereby.” There is benefit to forming a covenant whether it be for the sake of your life or for fear. Therefore, it holds that covenants entered into by fear are valid.