

Objection 1. It would seem that a betrothal is not rightly defined “a promise of future marriage,” as expressed in the words of Pope Nicholas I (Resp. ad Consul. Bulgar., iii). For as Isidore says (Etym. iv), “a man is betrothed not by a mere promise, but by giving his troth [spondet] and providing sureties [sponsores]”. Now a person is said to be betrothed by reason of his betrothal. Therefore it is wrongly described as a promise.

Objection 2. Further, whoever promises a thing must be compelled to fulfill his promise. But those who have contracted a betrothal are not compelled by the Church to fulfill the marriage. Therefore a betrothal is not a promise.

Objection 3. Further, sometimes a betrothal does not consist of a mere promise, but an oath is added, as also certain pledges. Therefore seemingly it should not be defined as a mere promise.

Objection 4. Further, marriage should be free and absolute. But a betrothal is sometimes expressed under a condition even of money to be received. Therefore it is not fittingly described as a promise of marriage.

Objection 5. Further, promising about the future is blamed in James 4:13, seqq. But there should be nothing blameworthy about the sacraments. Therefore one ought not to make a promise of future marriage.

Objection 6. Further, no man is called a spouse except on account of his espousals. But a man is said to be a spouse on account of actual marriage, according to the text (Sent. iv, D, 27). Therefore espousals are not always a promise of future marriage.

I answer that, Consent to conjugal union if expressed in words of the future does not make a marriage, but a promise of marriage; and this promise is called “a betrothal from plighting one’s troth,” as Isidore says (Etym. iv). For before the use of writing-tablets, they used to give pledges of marriage, by which they plighted their mutual consent under the marriage code, and they provided guarantors. This promise is made in two ways, namely absolutely, or conditionally. Absolutely, in four ways: firstly, a mere promise, by saying: “I will take thee for my wife,” and conversely; secondly, by giving betrothal pledges, such as money and the like; thirdly, by giving an engagement ring; fourthly, by the addition of an oath. If, however, this promise be made conditionally, we must draw a distinction; for it is either an honorable condition, for instance if we say: “I will take thee, if thy parents consent,” and then the promise holds if the condition is fulfilled, and does not hold if the condition is not fulfilled; or else the condition is dishonorable, and this in two ways: for either it is contrary to the marriage blessings, as if we were to say: “I will take thee if thou promise means of sterility,” and then no betrothal is contracted; or else it is not contrary to the marriage blessings, as were one to say: “I will take thee if thou consent to my thefts,” and then the promise holds, but the condition should be removed.

Reply to Objection 1. The betrothal itself and giving of sureties are a ratification of the promise, wherefore it is denominated from these as from that which is more perfect.

Reply to Objection 2. By this promise one party is bound to the other in respect of contracting marriage; and he who fulfills not his promise sins mortally, unless a lawful impediment arise; and the Church uses compulsion in the sense that she enjoins a penance for the sin. But he is not compelled by sentence of the court, because compulsory marriages are wont to have evil results; unless the parties be bound by oath, for then he ought to be compelled, in the opinion of some, although others think differently on account of the reason given above, especially if there be fear of one taking the other’s life.

Reply to Objection 3. Such things are added only in confirmation of the promise, and consequently they are not distinct from it.

Reply to Objection 4. The condition that is appended does not destroy the liberty of marriage; for if it be unlawful, it should be renounced; and if it be lawful, it is either about things that are good simply, as were one to say, “I will take thee, if thy parents consent,” and such a condition does not destroy the liberty of the betrothal, but gives it an increase of rectitude. or else it is about things that are useful, as were one to say: “I will marry thee if thou pay me a hundred pounds,” and then this condition is appended, not as asking a price for the consent of marriage, but as referring to the promise of a dowry; so that the marriage does not lose its liberty. Sometimes, however, the condition appended is the payment of a sum of money by way of penalty, and then, since marriage should be free, such a condition does not hold, nor can such a penalty be exacted from a person who is unwilling to fulfill the promise of marriage.

Reply to Objection 5. James does not intend to forbid altogether the making of promises about the future, but the making of promises as though one were certain of one’s life; hence he teaches that we ought to add the condition. “If the Lord will,” which, though it be not expressed in words, ought nevertheless to be impressed on the heart.

Reply to Objection 6. In marriage we may consider both the marriage union and the marriage act; and on account of his promise of the first as future a man is called a “spouse” from his having contracted his espousals by words expressive of the future; but from the promise of the second a man is called a “spouse,” even when the marriage has been contracted by words expressive of the present, because by this very fact he promises [spondet] the marriage act. However, properly speaking, espousals are so called from the promise [sponsione] in the first sense, because espousals are a kind of sacramental annexed to matrimony, as exorcism to baptism.