

**Objection 1.** It would seem that impotence is not an impediment to marriage. For carnal copulation is not essential to marriage, since marriage is more perfect when both parties observe continency by vow. But impotence deprives marriage of nothing save carnal copulation. Therefore it is not a diriment impediment to the marriage contract.

**Objection 2.** Further, just as impotence prevents carnal copulation so does frigidity. But frigidity is not reckoned an impediment to marriage. Therefore neither should impotence be reckoned as such.

**Objection 3.** Further, all old people are frigid. Yet old people can marry. Therefore, etc.

**Objection 4.** Further, if the woman knows the man to be frigid when she marries him, the marriage is valid. Therefore frigidity, considered in itself, is not an impediment to marriage.

**Objection 5.** Further, calidity may prove a sufficient incentive to carnal copulation with one who is not a virgin, but not with one who is, because it happens to be so weak as to pass away quickly, and is therefore insufficient for the deflowering of a virgin. Or again it may move a man sufficiently in regard to a beautiful woman, but insufficiently in regard to an uncomely one. Therefore it would seem that frigidity, although it be an impediment in regard to one, is not an impediment absolutely.

**Objection 6.** Further, generally speaking woman is more frigid than man. But women are not debarred from marriage. Neither therefore should men be debarred on account of frigidity.

**On the contrary,** It is stated (Extra, De Frigidis et Malefic., cap. Quod Sedem): “Just as a boy who is incapable of marital intercourse is unfit to marry, so also those who are impotent are deemed most unfit for the marriage contract.” Now persons affected with frigidity are the like. Therefore, etc.

Further, no one can bind himself to the impossible. Now in marriage man binds himself to carnal copulation; because it is for this purpose that he gives the other party power over his body. Therefore a frigid person, being incapable of carnal copulation, cannot marry.

**I answer that,** In marriage there is a contract whereby one is bound to pay the other the marital debt: wherefore just as in other contracts, the bond is unfitting if a person bind himself to what he cannot give or do, so the marriage contract is unfitting, if it be made by one who cannot pay the marital debt. This impediment is called by the general name of impotence as regards coition, and can arise either from an intrinsic and natural cause, or from an extrinsic and accidental cause, for instance spell, of which we shall speak later (a. 2). If it be due to a natural cause, this may happen in two ways. For

either it is temporary, and can be remedied by medicine, or by the course of time, and then it does not void a marriage: or it is perpetual and then it voids marriage, so that the party who labors under this impediment remains for ever without hope of marriage, while the other may “marry to whom she will. . . in the Lord” (1 Cor. 7:39). In order to ascertain whether the impediment be perpetual or not, the Church has appointed a fixed time, namely three years, for putting the matter to a practical proof: and if after three years, during which both parties have honestly endeavored to fulfil their marital intercourse, the marriage remain unconsummated, the Church adjudges the marriage to be dissolved. And yet the Church is sometimes mistaken in this, because three years are sometimes insufficient to prove impotence to be perpetual. Wherefore if the Church find that she has been mistaken, seeing that the subject of the impediment has completed carnal copulation with another or with the same person, she reinstates the former marriage and dissolves the subsequent one, although the latter has been contracted with her permission.\*

**Reply to Objection 1.** Although the act of carnal copulation is not essential to marriage, ability to fulfill the act is essential, because marriage gives each of the married parties power over the other’s body in relation to marital intercourse.

**Reply to Objection 2.** Excessive calidity can scarcely be a perpetual impediment. If, however, it were to prove an impediment to marital intercourse for three years it would be adjudged to be perpetual. Nevertheless, since frigidity is a greater and more frequent impediment (for it not only hinders the mingling of seeds but also weakens the members which co-operate in the union of bodies), it is accounted an impediment rather than calidity, since all natural defects are reduced to frigidity.

**Reply to Objection 3.** Although old people have not sufficient calidity to procreate, they have sufficient to copulate. Wherefore they are allowed to marry, in so far as marriage is intended as a remedy, although it does not benefit them as fulfilling an office of nature.

**Reply to Objection 4.** In all contracts it is agreed on all hands that anyone who is unable to satisfy an obligation is unfit to make a contract which requires the fulfilling of that obligation. Now this inability is of two kinds. First, because a person is unable to fulfill the obligation “de jure,” and such inability renders the contract altogether void, whether the party with whom he contracts knows of this or not. Secondly, because he is unable to fulfill “de facto”; and then if the party with whom he contracts knows of this and, notwithstanding, enters the contract, this shows that the latter seeks some other end from the contract, and the con-

\* “Nowadays it is seldom necessary to examine too closely into this matter, as all cases arising from it are treated as far as possible under the form of dispensations of non-consummated marriages.” Cf. Catholic Encyclopedia, article Canonical Impediments.

tract stands. But if he does not know of it the contract is void. Consequently frigidity which causes such an impotence that a man cannot “de facto” pay the marriage debt, as also the condition of slavery, whereby a man cannot “de facto” give his service freely, are impediments to marriage, when the one married party does not know that the other is unable to pay the marriage debt. But an impediment whereby a person cannot pay the marriage debt “de jure,” for instance consanguinity, voids the marriage contract, whether the other party knows of it or not. For this reason the Master holds (Sent. iv, D, 34) that these two impediments, frigidity and slavery, make it not altogether unlawful for their subjects to marry.

**Reply to Objection 5.** A man cannot have a perpetual natural impediment in regard to one person and not in regard to another. But if he cannot fulfill the carnal

act with a virgin, while he can with one who is not a virgin, the hymeneal membrane may be broken by a medical instrument, and thus he may have connection with her. Nor would this be contrary to nature, for it would be done not for pleasure but for a remedy. Dislike for a woman is not a natural cause, but an accidental extrinsic cause: and therefore we must form the same judgment in its regard as about spells, of which we shall speak further on (a. 2).

**Reply to Objection 6.** The male is the agent in procreation, and the female is the patient, wherefore greater calidity is required in the male than in the female for the act of procreation. Hence the frigidity which renders the man impotent would not disable the woman. Yet there may be a natural impediment from another cause, namely stricture, and then we must judge of stricture in the woman in the same way as of frigidity in the man.