

SUPPLEMENT TO THE THIRD PART, QUESTION 43

Of Matrimony with Regard to the Betrothal (In Three Articles)

In the next place we must consider matrimony absolutely; and here we must treat (1) of the betrothal; (2) of the nature of matrimony; (3) of its efficient cause, namely the consent; (4) of its blessings; (5) of the impediments thereto; (6) of second marriages; (7) of certain things annexed to marriage.

Under the first head there are three points of inquiry:

- (1) What is the betrothal?
- (2) Who can contract a betrothal?
- (3) Whether a betrothal can be canceled?

Whether a betrothal is a promise of future marriage?

Suppl. q. 43 a. 1

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.

Whether seven years is fittingly assigned as the age for betrothal?

Suppl. q. 43 a. 2

Objection 1. It would seem that seven years is not fittingly assigned as the age for betrothal. For a contract that can be formed by others does not require discretion in those whom it concerns. Now a betrothal can be arranged by the parents without the knowledge of either of the persons betrothed. Therefore a betrothal can be arranged before the age of seven years as well as after.

Objection 2. Further, just as some use of reason is necessary for the contract of betrothal, so is there for the consent to mortal sin. Now, as Gregory says (Dial. iv), a boy of five years of age was carried off by the devil on account of the sin of blasphemy. Therefore a betrothal can take place before the age of seven years.

Objection 3. Further, a betrothal is directed to marriage. But for marriage the same age is not assigned to boy and girl.

Objection 4. Further, one can become betrothed as soon as future marriage can be agreeable to one. Now signs of this agreeableness are often apparent in boys before the age of seven. Therefore they can become betrothed before that age.

Objection 5. Further, if persons become betrothed before they are seven years old, and subsequently after the age of seven and before the age of maturity renew their promise in words expressive of the present, they are reckoned to be betrothed. Now this is not by virtue of the second contract, since they intend to contract not betrothal but marriage. Therefore it is by the virtue of the first; and thus espousals can be contracted before the age of seven.

Objection 6. Further, when a thing is done by many persons in common, if one fails he is supplied by another, as in the case of those who row a boat. Now the contract of betrothal is an action common to the contracting parties. Therefore if one be of mature age, he can contract

a betrothal with a girl who is not seven years old, since the lack of age in one is more than counterbalanced in the other.

Objection 7. Further, those who at about the age of puberty, but before it, enter into the marriage contract by words expressive of the present are reputed to be married. Therefore in like manner if they contract marriage by words expressive of the future, before yet close on the age of puberty, they are to be reputed as betrothed.

I answer that, The age of seven years is fixed reasonably enough by law for the contracting of betrothals, for since a betrothal is a promise of the future, as already stated (a. 1), it follows that they are within the competency of those who can make a promise in some way, and this is only for those who can have some foresight of the future, and this requires the use of reason, of which three degrees are to be observed, according to the Philosopher (Ethic. i, 4). The first is when a person neither understands by himself nor is able to learn from another; the second stage is when a man can learn from another but is incapable by himself of consideration and understanding; the third degree is when a man is both able to learn from another and to consider by himself. And since reason develops in man by little and little, in proportion as the movement and fluctuation of the humors is calmed, man reaches the first stage of reason before his seventh year; and consequently during that period he is unfit for any contract, and therefore for betrothal. But he begins to reach the second stage at the end of his first seven years, wherefore children at that age are sent to school. But man begins to reach the third stage at the end of his second seven years, as regards things concerning his person, when his natural reason develops; but as regards things outside his person, at the end of his third seven years. Hence before his first seven years

a man is not fit to make any contract, but at the end of that period he begins to be fit to make certain promises for the future, especially about those things to which natural reason inclines us more, though he is not fit to bind himself by a perpetual obligation, because as yet he has not a firm will. Hence at that age betrothals can be contracted. But at the end of the second seven years he can already bind himself in matters concerning his person, either to religion or to wedlock. And after the third seven years he can bind himself in other matters also; and according to the laws he is given the power of disposing of his property after his twenty-second year.

Reply to Objection 1. If the parties are betrothed by another person before they reach the age of puberty, either of them or both can demur; wherefore in that case the betrothal does not take effect, so that neither does any affinity result therefrom. Hence a betrothal made between certain persons by some other takes effect, in so far as those between whom the betrothal is arranged do not demur when they reach the proper age, whence they are understood to consent to what others have done.

Reply to Objection 2. Some say that the boy of whom Gregory tells this story was not lost, and that he did not sin mortally; and that this vision was for the purpose of making the father sorrowful, for he had sinned in the boy through failing to correct him. But this is contrary to the express intention of Gregory, who says (Dial. iv) that “the boy’s father having neglected the soul of his little son, fostered no little sinner for the flames of hell.” Consequently it must be said that for a mortal sin it is sufficient to give consent to something present, whereas in a betrothal the consent is to something future; and greater discretion of reason is required for looking to the future than for consenting to one present act. Wherefore a man can sin mortally before he can bind himself to a future obligation.

Reply to Objection 3. Regarding the age for the marriage contract a disposition is required not only on the part

of the use of reason, but also on the part of the body, in that it is necessary to be of an age adapted to procreation. And since a girl becomes apt for the act of procreation in her twelfth year, and a boy at the end of his second seven years, as the Philosopher says (De Hist. Anim. vii), whereas the age is the same in both for attaining the use of reason which is the sole condition for betrothal, hence it is that the one age is assigned for both as regards betrothal, but not as regards marriage.

Reply to Objection 4. This agreeableness in regard to boys under the age of seven does not result from the perfect use of reason, since they are not as yet possessed of complete self-control; it results rather from the movement of nature than from any process of reason. Consequently, this agreeableness does not suffice for contracting a betrothal.

Reply to Objection 5. In this case, although the second contract does not amount to marriage, nevertheless the parties show that they ratify their former promise; wherefore the first contract is confirmed by the second.

Reply to Objection 6. Those who row a boat act by way of one cause, and consequently what is lacking in one can be supplied by another. But those who make a contract of betrothal act as distinct persons, since a betrothal can only be between two parties; wherefore it is necessary for each to be qualified to contract, and thus the defect of one is an obstacle to their betrothal, nor can it be supplied by the other.

Reply to Objection 7. It is true that in the matter of betrothal if the contracting parties are close upon the age of seven, the contract of betrothal is valid, since, according to the Philosopher (Phys. ii, 56), “when little is lacking it seems as though nothing were lacking.” Some fix the margin at six months. but it is better to determine it according to the condition of the contracting parties, since the use of reason comes sooner to some than to others.

Whether a betrothal can be dissolved?

Suppl. q. 43 a. 3

Objection 1. It would seem that a betrothal cannot be dissolved if one of the parties enter religion. For if I have promised a thing to someone I cannot lawfully pledge it to someone else. Now he who betroths himself promises his body to the woman. Therefore he cannot make a further offering of himself to God in religion.

Objection 2. Again, seemingly it should not be dissolved when one of the parties leaves for a distant country, because in doubtful matters one should always choose the safer course. Now the safer course would be to wait for him. Therefore she is bound to wait for him.

Objection 3. Again, neither seemingly is it dissolved by sickness contracted after betrothal, for no man should

be punished for being under a penalty. Now the man who contracts an infirmity would be punished if he were to lose his right to the woman betrothed to him. Therefore a betrothal should not be dissolved on account of a bodily infirmity.

Objection 4. Again, neither seemingly should a betrothal be dissolved on account of a supervening affinity, for instance if the spouse were to commit fornication with a kinswoman of his betrothed; for in that case the affianced bride would be penalized for the sin of her affianced spouse, which is unreasonable.

Objection 5. Again, seemingly they cannot set one another free; for it would be a proof of greatest fickleness

if they contracted together and then set one another free; and such conduct ought not to be tolerated by the Church. Therefore, etc.

Objection 6. Again, neither seemingly ought a betrothal to be dissolved on account of the fornication of one of the parties. For a betrothal does not yet give the one power over the body of the other; wherefore it would seem that they nowise sin against one another if meanwhile they commit fornication. Consequently a betrothal should not be dissolved on that account.

Objection 7. Again, neither seemingly on account of his contracting with another woman by words expressive of the present. For a subsequent sale does not void a previous sale. Therefore neither should a second contract void a previous one.

Objection 8. Again, neither seemingly should it be dissolved on account of deficient age; since what is not cannot be dissolved. Now a betrothal is null before the requisite age. Therefore it cannot be dissolved.

I answer that, In all the cases mentioned above the betrothal that has been contracted is dissolved, but in different ways. For in two of them—namely when a party enters religion, and when either of the affianced spouses contracts with another party by words expressive of the present—the betrothal is dissolved by law, whereas in the other cases it has to be dissolved according to the judgment of the Church.

Reply to Objection 1. The like promise is dissolved by spiritual death, for that promise is purely spiritual, as we shall state further on (q. 61, a. 2).

Reply to Objection 2. This doubt is solved by either party not putting in an appearance at the time fixed for completing the marriage. Wherefore if it was no fault of that party that the marriage was not completed, he or she can lawfully marry without any sin. But if he or she was responsible for the non-completion of the marriage, this responsibility involves the obligation of doing penance for the broken promise—or oath if the promise was confirmed by oath—and he or she can contract with another if they wish it, subject to the judgment of the Church.

Reply to Objection 3. If either of the betrothed parties incur an infirmity which notably weakens the subject (as epilepsy or paralysis), or causes a deformity (as loss of the nose or eyes, and the like), or is contrary to the good of the offspring (as leprosy, which is wont to be transmitted to the children), the betrothal can be dissolved, lest the betrothed be displeasing to one another, and the marriage

thus contracted have an evil result. Nor is one punished for being under a penalty, although one incurs a loss from one's penalty, and this is not unreasonable.

Reply to Objection 4. If the affianced bridegroom has carnal knowledge of a kinswoman of his spouse, or "vice versa," the betrothal must be dissolved; and for proof it is sufficient that the fact be the common talk, in order to avoid scandal; for causes whose effects mature in the future are voided of their effects, not only by what actually is, but also by what happens subsequently. Hence just as affinity, had it existed at the time of the betrothal, would have prevented that contract, so, if it supervene before marriage, which is an effect of the betrothal, the previous contract is voided of its effect. Nor does the other party suffer in consequence, indeed he or she gains, being set free from one who has become hateful to God by committing fornication.

Reply to Objection 5. Some do not admit this case. Yet they have against them the Decretal (cap. Praeterea, De spons. et matr.) which says expressly: "Just as those who enter into a contract of fellowship by pledging their faith to one another and afterwards give it back, so it may be patiently tolerated that those who are betrothed to one another should set one another free." Yet to this they say that the Church allows this lest worse happen rather than because it is according to strict law. But this does not seem to agree with the example quoted by the Decretal.

Accordingly we must reply that it is not always a proof of fickleness to rescind an agreement, since "our counsels are uncertain" (Wis. 9:14).

Reply to Objection 6. Although when they become betrothed they have not yet given one another power over one another's body, yet if this* were to happen it would make them suspicious of one another's fidelity; and so one can ensure himself against the other by breaking off the engagement.

Reply to Objection 7. This argument would hold if each contract were of the same kind; whereas the second contract of marriage has greater force than the first, and consequently dissolves it.

Reply to Objection 8. Although it was not a true betrothal, there was a betrothal of a kind; and consequently, lest approval should seem to be given when they come to the lawful age, they should seek a dissolution of the betrothal by the judgment of the Church, for the sake of a good example.

* Referring to the contention of the Objection