

Objection 1. It would seem that a marriage already contracted ought to be annulled by the obligation of a simple vow. For the stronger tie takes precedence of the weaker. Now a vow is a stronger tie than marriage, since the latter binds man to man, but the former binds man to God. Therefore the obligation of a vow takes precedence of the marriage tie.

Objection 2. Further, God's commandment is no less binding than the commandment of the Church. Now the commandment of the Church is so binding that a marriage is void if contracted in despite thereof; as instanced in the case of those who marry within the degrees of kindred forbidden by the Church. Therefore, since it is a Divine commandment to keep a vow, it would seem that if a person marry in despite of a vow his marriage should be annulled for that reason.

Objection 3. Further, in marriage a man may have carnal intercourse without sin. Yet he who has taken a simple vow of chastity can never have carnal intercourse with his wife without sin. Therefore a simple vow annuls marriage. The minor is proved as follows. It is clear that it is a mortal sin to marry after taking a simple vow of continence, since according to Jerome* "for those who vow virginity it is damnable not only to marry, but even to wish to marry." Now the marriage contract is not contrary to the vow of continence, except by reason of carnal intercourse: and therefore he sins mortally the first time he has intercourse with his wife, and for the same reason every other time, because a sin committed in the first instance cannot be an excuse for a subsequent sin.

Objection 4. Further, husband and wife should be equal in marriage, especially as regards carnal intercourse. But he who has taken a simple vow of continence can never ask for the debt without a sin, for this is clearly against his vow of continence, since he is bound to continence by vow. Therefore neither can he pay the debt without sin.

On the contrary, Pope Clement† says (cap. Consuluit, De his qui cler. vel vovent.) that a "simple vow is an impediment to the contract of marriage, but does not annul it after it is contracted."

I answer that, A thing ceases to be in one man's power from the fact that it passes into the power of another. Now the promise of a thing does not transfer it into the power of the person to whom it is promised, wherefore a thing does not cease to be in a person's power for the reason that he has promised it. Since then a simple vow contains merely a simple promise of one's body to the effect of keeping continence for God's sake, a man still retains power over his own body after a simple vow, and

consequently can surrender it to another, namely his wife; and in this surrender consists the sacrament of matrimony, which is indissoluble. Therefore although a simple vow is an impediment to the contracting of a marriage, since it is a sin to marry after taking a simple vow of continence, yet since the contract is valid, the marriage cannot be annulled on that account.

Reply to Objection 1. A vow is a stronger tie than matrimony, as regards that to which man is tied, and the obligation under which he lies. because by marriage a man is tied to his wife, with the obligation of paying the debt, whereas by a vow a man is tied to God, with the obligation of remaining continent. But as to the manner in which he is tied marriage is a stronger tie than a simple vow, since by marriage a man surrenders himself actually to the power of his wife, but not by a simple vow as explained above: and the possessor is always in the stronger position. In this respect a simple vow binds in the same way as a betrothal; wherefore a betrothal must be annulled on account of a simple vow.

Reply to Objection 2. The contracting of a marriage between blood relations is annulled by the commandment forbidding such marriages, not precisely because it is a commandment of God or of the Church, but because it makes it impossible for the body of a kinswoman to be transferred into the power of her kinsman: whereas the commandment forbidding marriage after a simple vow has not this effect, as already stated. Hence the argument is void for it assigns as a cause that which is not cause.

Reply to Objection 3. If after taking a simple vow a man contract marriage by words of the present, he cannot know his wife without mortal sin, because until the marriage is consummated he is still in a position to fulfill the vow of continence. But after the marriage has been consummated, thenceforth through his fault it is unlawful for him not to pay the debt when his wife asks: wherefore this is not covered by his obligation to his vow, as explained above (ad 1). Nevertheless he should atone for not keeping continence, by his tears of repentance.

Reply to Objection 4. After contracting marriage he is still bound to keep his vow of continence in those matters wherein he is not rendered unable to do so. Hence if his wife die he is bound to continence altogether. And since the marriage tie does not bind him to ask for the debt, he cannot ask for it without sin, although he can pay the debt without sin on being asked, when once he has incurred this obligation through the carnal intercourse that has already occurred. And this holds whether the wife ask expressly or interpretively, as when she is ashamed and her husband feels that she desires him to pay the debt, for

* Cf. St. Augustine, De Bono Viduit, ix † Alexander III

then he may pay it without sin. This is especially the case if he fears to endanger her chastity: nor does it matter that they are equal in the marriage act, since everyone may renounce what is his own. Some say, however, that he may

both ask and pay lest the marriage become too burdensome to the wife who has always to ask; but if this be looked into aright, it is the same as asking interpretively.