JESUS' DIVORCE EXCEPTION

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Jesus' teaching on divorce has been construed by a number of commentators to include mention of a condition under which divorce of one's spouse and subsequent remarriage was permitted. The verse that has been thought to do so is Matt 19:9, which reads as follows:

> Whoever divorces his wife, except for immorality, and marries another, commits adultery. (1)

Not everyone, of course, agrees that this statement of Jesus makes provision for an exception—on the grounds of immorality or unchastity (*porneia*)—to the usual prohibition against divorce and subsequent remarriage. Many traditionalists on the subject have failed to see this implication in the verse in question. Representative of such a view are Heth and Wenham,[1] who contend that the more liberal interpretation of it is not warranted. They insist that the only implication of the quotation in question is that one who divorces his spouse for unchastity and does not remarry does not commit adultery.[2] The object of this paper is to examine the logic of this verse in an effort to determine what implications can and cannot be drawn from it. I shall restrict my examination to the English text and make some remarks below about the relationship between the Greek and English texts.

It is widely understood that the "except" clause is crucial to the understanding of this verse. But one fact that does not appear to be widely appreciated is that "except" clauses in statements have the effect of producing two propositions. It is from this simple fact that one can derive the view that Jesus' statement in Matthew 19 allows for divorce and remarriage without guilt of adultery. I shall argue that the logical implications of the verse include the following:

> If a man divorces his wife, and the ground for the divorce is not his wife's unchastity, and the man marries another, then he commits adultery. (2)

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[1] W. A. Heth and G. J. Wenham, *Jesus and Divorce: The Problem with the Evangelical Consensus* (Nashville: Thomas Nelson, 1985), esp. chap. 6.

[2] Ibid. 119.

and

> If a man divorces his wife, and the ground for the divorce is his
> wife's unchastity, and the man marries another, then he does not
> commit adultery.   (3)

The significant assertion in the divorce and remarriage debate is of
course (3).

Heth and Wenham argue that the implication that one can divorce
and remarry without guilt is mistaken. They contend that the error stems
from the fact that the "except" clause is mistakenly construed as qualify-
ing two other clauses in the verse—namely, the clause that speaks of
divorcing one's wife, and the clause that speaks of marrying another.
They insist that the "except" clause should not be construed as qualifying
both of these clauses but only the clause that speaks of divorcing one's
wife.[3] They concede that the more liberal interpretation that has been
offered would have some plausibility if the "except" clause would have
qualified the two clauses that speak of both divorce and remarriage (by
occurring after them) but that, given the clause's position in the verse, the
verse does not logically imply that one can divorce and remarry without
guilt. I shall examine this claim in some detail, as well as their contention
that one can only infer from this verse that one who divorces for un-
chastity and does not marry another does not commit adultery. This
additional claim, which is a part of the traditional view on the subject,
can be explicitly set out as follows:

> If a man divorces his wife, and the ground for the divorce is his
> wife's unchastity, and the man does not marry another, then he
> does not commit adultery.   (4)

I shall first seek to establish that statements with "except" clauses
assert two propositions. In order to make this obvious I shall use an
example that is unrelated to the verse at issue apart from the important
matter of its having the same logical structure. This is important, I think,
for it is possible to become blinded to the meaning of a statement that has
been the focus of intense feelings and heated disputes. The statement I
shall examine is the following one:

> Whoever exceeds the speed limit, except as authorized by law, and
> hits another vehicle, is liable to criminal prosecution.   (5)

This statement resembles statement (1) in important ways. It has four
clauses in it, just as (1) does. Moreover just as the class referred to in (1) of
those who divorce for unchastity and remarry is a proper subclass of the

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[3] Ibid. 118.

class of those who divorce, so the class referred to in (5) of those who exceed the speed limit as authorized by law and hit other vehicles is a proper subclass of those who exceed the speed limit. The question that confronts us, then, is the logical import of statement (5).

I contend that because of the presence of the "except" clause in (5) it implies the following propositions:

> Whoever exceeds the speed limit, but is not authorized by law to do so, and hits another vehicle, is liable to criminal prosecution.   (6)

and

> Whoever exceeds the speed limit, but is authorized by law to do so, and hits another vehicle, is not liable to criminal prosecution.   (7)

For surely (5) asserts that, among those who speed, those and only those who do so as authorized by law may hit another vehicle without being liable to criminal prosecution. By reason of similarity in logical structure, (1) does in fact logically imply both (2) and (3) and therefore allows divorce for unchastity and subsequent remarriage without guilt of adultery. But what about the claim that the force of the "except" clause depends upon its position in the statement?

Heth and Wenham observe that (1) should be construed as a conditional with a protasis having three clauses and an apodosis having a single clause.[4] This is perfectly correct, for universal statements such as (1) are typically construed by logicians as expressible as conditionals.[5] Heth and Wenham insist, however, that the positioning of the "except" clause in the statement is crucial to the meaning of the verse. In order to examine more objectively this claim we shall go again to statement (5) to see what impact the positioning of the "except" clause has upon it. We can take advantage of Aristotelian class logic in setting out the structure of statement (5).

Statement (5), like (1), has the general form of a universal affirmative proposition "All S (subject) is P (predicate)," apart from the fact that the subject term of this statement is a more complex one than usual. It is actually a term that identifies a subclass by using the three clauses of the protasis—namely, "those who exceed the speed limit" (which I will symbolize by the letter L), "those who are authorized by law" (symbolized by T) and "those who hit other vehicles" (symbolized by H). By using three clauses in the protasis, and by including one of them in the form of an "except" clause, the speaker makes reference to two subject classes—namely, the class of those who exceed the speed limit and who do so as

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[4] Ibid.

[5] The symbolism of the propositional calculus could be used to set out the logical structure of the relevant propositions. Then (1) would be an "if/then" proposition beginning with a universal quantifier.

authorized by law and who also hit other vehicles (the class LTH), and the class of those who exceed the speed limit but are not authorized to do so by law and who also hit other vehicles (the class L$\bar{\text{T}}$H). The two classes of the protasis can be identified by using standard Venn diagrams:[6]
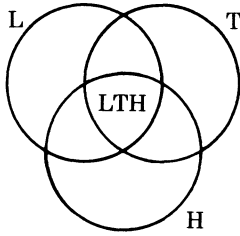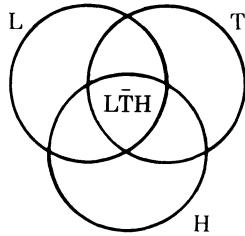

The Class LTH   *The Class L$\bar{T}$H*

Each clause in the protasis has the effect of narrowing more and more the specific subject classes about which another term—namely, the predicate term "liable to criminal prosecution" (which will be symbolized by C)— will be predicated. The effect of the "except" clause is to identify two subject classes, which when included in a statement with a single predicate term result in the assertions "All L$\bar{\text{T}}$H is C" and "All LTH is non-C" (or "No LTH is C"). In accordance with the usual way in which universal statements are symbolized we can symbolize them in the following diagrams, which are variants on the classical Venn diagram form:
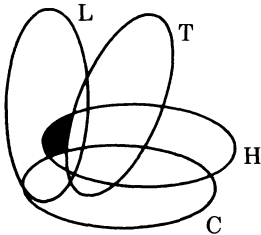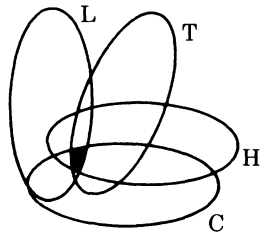
*All L$\bar{T}$H Is C*   *No LTH Is C*

We are now in a position to comment more specifically on the view that the positioning of the "except" clause is crucial for the understanding of the statement. The position of the "except" clause is not really crucial in uncovering the logical import of the statement, for the order of the terms identifying the class LTH or the class L$\bar{\text{T}}$H is not important. It

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[6] I am giving these propositions a Boolean interpretation here rather than a classical Aristotelian interpretation with existential import, for that difference is not relevant to the point being discussed.

is a theorem of class logic that LTH is logically equivalent to LHT, or to HTL, or to several other orders that one could mention. The combination of clauses in the protasis results in the narrowing of the classes concerning which propositions are being formed. The class of those who exceed the speed limit is obviously a portion of the universal class; the class of those who exceed the speed limit and are authorized to do so is a more selective portion; the class of those who exceed the speed limit and are authorized to do so and also hit other vehicles is a still more selective portion. Now it may be grammatically more acceptable to include the "except" clause just after "exceeds the speed limit" (or, in the case of the "except" statement on divorce, just after the clause "divorces his wife"), but this positioning does not affect the logic of the protasis and subsequently of the whole statement. While it might be true in general to say that the grammatical characteristics of a language have a bearing on the logic of a language, this does not mean that every grammatical variation corresponds to a logical variation.

Because of the obvious similarity between example (5) and the disputed statement about divorce, namely (1), we are entitled to hold, I insist, that (1) logically implies both (2) and (3). If we adopt obvious symbolism for the statements on divorce—namely, D for "divorces his wife," U for "where the ground is unchastity," M for "marries another," and A for "commits adultery"—then (2) and (3) may be expressed as "All DUM is A" and "No DUM is A" respectively. The reason why it makes sense to have the clause "except for unchastity" just after "divorces his wife" rather than just after "marries another" is because it makes no sense to speak of marrying another except for unchastity. The clause "except for unchastity" does modify "divorces his wife," but the way in which it modifies it as far as the logic of the statement is concerned is to narrow the subject classes. The sense of (1) would not in fact be lost if it were to be grammatically expressed as "Whoever divorces his wife and marries another, except where he divorces for unchastity, commits adultery," or even as "Whoever divorces his wife and marries another commits adultery, except where he divorces for unchastity." The fact that these grammatical reconstructions of (1) are possible suggests that the order in which classes are given can be varied without change in logical import. I submit that the grammatical position of the "except" clause has no bearing on the logic of the divorce statement found in Matt 19:9.

We are now in a position to examine the additional claim that one can only infer from (1) that whoever divorces his wife where the grounds are unchastity and does not marry another is not guilty of adultery, namely (4). This universal affirmative proposition asserts, using the symbolism I have introduced, that "All DUM is non-A" (or "No DUM is A"). If we use the kind of Venn diagram variant used above in order to symbolize the propositions implied by (1) we will observe that there are no logical relations between (4) and (1)—that is, neither one logically implies the other (nor does one logically imply the denial of the other):
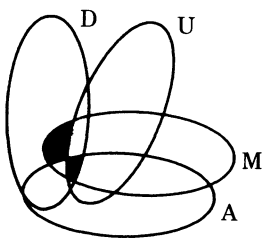
All DŪM Is A (2)   No DUM̄ Is A (4)
No DUM Is A (3)
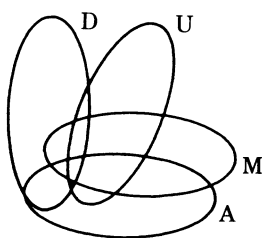
The truth of (4) is obviously compatible with that of (1), and that is what
we would naturally expect. For (1) is concerned with what happens when
a man who divorces his wife remarries, while (4) addresses what happens
when a man who divorces his wife does not remarry. I insist that there
are no logical grounds for holding that Matt 19:9 asserts statement (4).

I wish to conclude by making a few remarks about the limited purpose
of this paper. The foregoing discussion has drawn attention only to the
logical implications of various interesting statements in English trans-
lation pertaining to the divorce-and-remarriage problem. The task of
uncovering the logical implications of statements is the task for one kind
of specialist. I leave to a different kind of specialist the task of translating
Greek into English. The fact of the matter is that certain English state-
ments have definite logical implications, ones of which the translators of
a language need to be aware. "Except" clauses in English are special
kinds of clauses, and those who will render the expressions of another
language in those terms will have to ask themselves whether such pro-
posed translations are adequate. There is a need in fact for many different
kinds of specialist in handling material such as the Biblical documents.
There are some whose expertise lies in reconstructing the historical
context in which a given statement is probably uttered, and the likely
interpretation given to that statement by those initially hearing it; there
are others who seek to determine the equivalence or otherwise of lin-
guistic expressions found in two languages; there are still others who ask
themselves what relevance a specific text might have upon people living
today in a different cultural context; there are those who are concerned
with the logical implications of a statement found in one specific lan-
guage; and so on. I have seen my task as limited to the fourth of these
specialties and so will not comment on the adequacy of the translation of
Greek into English.

In concluding this paper I would like to suggest a strategy that
traditionalists might examine in order to avoid having to draw the
conclusion, which they regard as untoward, that Jesus allowed divorce
and subsequent remarriage under the condition of unchastity. They might
consider arguing first that Matt 19:9 should be translated with an "if not"
clause rather than an "except" clause, and they might insist secondly

that the "if not" construction should be taken literally or at face value. Let me elaborate on these two points.

There are some English translators who would render the "except" clause as an "if not" clause.[7] This would have the effect of making the verse read as follows:

> Whoever divorces his wife, if not for immorality, and marries another, commits adultery.

We are now confronted with a different statement than (1), for this statement expresses a single proposition rather than two. In fact it is identical with the rather innocent statement (2), which I observed to be an implication of (1). The implications of this for the divorce-and-remarriage debate are significant, for (3) would not then be normally implied. I say "normally" because there is an ambiguity about the "if/then" expression and therefore the "if not/then" (or "if not") expression. The "if not" expression can on occasion be used to mean "if not and only if not" (i.e. the same as "except"), although it does not carry that literal meaning when very strictly interpreted. When the teacher says to the pupil, "If you do not work harder, then you will not pass," he might mean to imply something about what will happen if the pupil does work harder—that is, he might have meant to say, "If you do not work harder, then you will not pass, and if you work harder, then you will pass." The original "if not" statement, when given its strict interpretation, does not imply that harder work will result in passing. But we do know that people quite often use the "if not" expression (and the plain "if/then" expression) to mean something more than that which is strictly implied. So the implication of (1) that allows divorce and remarriage for unchastity could be avoided by arguing, first, that the translators should have used "if not" instead of "except" and, second, that the statement should be given a very strict interpretation.

I am not in a position to comment on the nuances of the *mē epi* of the original Greek text. Does it always mean "except"? Does it sometimes mean "if not"? If it does mean "if not," does it carry with it the ambiguity that this expression so often does in English? These are questions that only someone with an ear very finely tuned for NT Greek would be able to answer. The fact remains, however, that as long as Matt 19:9 is translated to include an "except" clause, as it is in most English translations, it can be interpreted as allowing for divorce and remarriage without guilt of adultery where the basis for that divorce is unchastity.

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[7] Knox, for instance, renders it as "if not," and the translators of *Good News for Modern Man* render it as "unless." "Unless" is usually understood to mean "if not" or "or," as in I. M. Copi, *Introduction to Logic* (New York: Macmillan, 1986) 273, but "or" has both a strong and a weak sense, and "unless" appears to carry both senses as well. Heth and Wenham at one point (*Jesus and Divorce* 117) suggest that "except," "if not" and "unless" are all interchangeable, but this is not correct.