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# Jesus' Teaching on Divorce: thoughts on the meaning of *porneia* in Matthew 5:32 and 19:9

MARK GELDARD

In working towards a picture of Jesus' teaching on divorce and remarriage, the vital importance of establishing the meaning of *porneia* (RSV unchastity) is not disputed. In the biblical record of Jesus' teaching, *porneia* is the only possible ground he offers for divorce and remarriage. But what does *porneia* mean in these verses?

On simple and straightforward linguistic grounds *porneia* cannot be taken here to mean adultery. It does not normally mean adultery: rather the usual word for adultery is *moicheia*, and significantly Matthew follows this usage (Matt.15:19) where he assumes a distinction between adultery and *porneia*, whatever the latter might be. Thus the debating point has often become whether or not *porneia* in Matthew 5:32 and 19:9 includes adultery; that is, whether or not *porneia* here has a 'wider meaning', denoting general sexual irregularity and including both adultery and pre-marital fornication. Given a 'wider meaning', this represents Jesus as teaching the dissolubility of marriage on general sexual grounds, including adultery. In fact the 'wider meaning' has a good deal of support, including that of some evangelicals: see for example John Stott's booklet on divorce.<sup>1</sup>

But it may be the case that the argument for translating *porneia* with the 'wider meaning' in Matthew 5 and 19 cannot, on further consideration, be substantiated, and that we have to seek a narrower interpretation. This paper takes such a view for the following four reasons, which appear to have considerable accumulative weight:

## 1 The linguistic consideration

There is a straightforward linguistic argument against the 'wider meaning', following on from the consideration that *porneia* cannot simply mean adultery in Matthew 5 and 19. We have already noted that Matthew in 15:19 distinguishes between adultery (*moicheia*) and *porneia*. Thus the indication from this verse is that if Matthew wants to speak of wider sexual irregularity then he uses not just the expression *porneia* (as the advocates of the 'wider meaning' suggest) but rather the words *porneia* and *moicheia* together.

## **2 An internal contradiction**

Giving *porneia* the 'wider meaning' introduces an internal contradiction into the teaching of Jesus as we find it in the synoptics (Mark 10:2-12; Luke 16:18; Matt.5:32; 19:3-9), and actually into Matthew 19 itself.

The evidence that is clear and unambiguous in the synoptic Gospels all points towards Jesus teaching the absolute indissolubility of marriage, with no exceptions whatsoever. There are two important points to be considered here. First, the nature of the question which the Pharisees put to Jesus (Mark 10:2; Matt.19:3)—it was to test him, to trip him up—seems to pre-suppose that they already knew that Jesus was forbidding divorce altogether, that he was teaching absolute indissolubility. This seems to be the case because the substance of their trick was to bring Jesus into conflict with the teaching, the concession of Moses—who allowed divorce. If Jesus was not in fact teaching complete indissolubility, their trick had no substance. Secondly, this point is strengthened when we note that Jesus actually accepts and walks into the trap in the cause of a definite, unequivocal reaffirmation of absolute indissolubility (Mark 10:3-9; Matt.19:4-8). He is asked 'Is it lawful for a man to divorce his wife for any cause?' (Moses had clearly said it was in certain cases, lawful—the trap is set.) Jesus gives a clear and unequivocal No: it is never lawful. 'Moses allowed a man to put away his wife, but from the beginning it was not so. From the beginning God made them male and female and the two shall become one (flesh). What, therefore, God has joined together let no man put asunder.'

Thus we see Jesus pointedly—and under 'human pressure' from the Pharisees to do otherwise—clearly asserting, against Moses, the absolute permanence of marriage and deliberately tracing this permanence back beyond the teaching of Moses to the will of God in the creation ordinances. For the cause of affirming total indissolubility, Jesus allows the Pharisees their trap; he explicitly reaffirms to them that his teaching is that of indissolubility and thus is at odds with the teaching of Moses. This was what they wanted.

So Jesus asserts, against Moses, that the permanence of marriage goes back to the will of God in the created order (Gen.2:24).

Thus here in Mark 10 (and following Mark, in Matt.19:3-8) we find Jesus teaching 'no divorce'. Moreover, this clear and unambiguous statement (of complete indissolubility) against the Mosaic concession—from the beginning, no divorce—must, it seems, be taken as a statement by Jesus that adultery cannot constitute a ground for divorce. For adultery was certainly understood by all Jesus' contemporaries as a ground for divorce within the Mosaic concession. Yet here Jesus abrogates that concession without qualification. We

shall return to this specific point later. Our grounds, therefore, for asserting that Jesus taught absolute indissolubility are:

- a) The question from the Pharisees assumes they already knew that Jesus was teaching indissolubility, i.e. that his teaching was in conflict with Moses.
- b) The clear wording of Jesus' teaching in Mark 10 and Matt. 19:3-8, where he clearly abrogates the Mosaic concession and affirms his indissolubility teaching.

Before we proceed any further with this point, it may be helpful to note something of contemporary Rabbinic thought on the questions of divorce and remarriage. At the time of Jesus, the proper grounds for divorce (i.e. the meaning of Deut. 24:1) was an issue of hot dispute between two Pharisaic schools—the Hillelites and the Shammaites. The school of Shammai maintained that only if a wife was guilty of some sexual indecency, pre-marital fornication, and especially adultery, should a husband divorce her; whereas the school of Hillel held that a husband could divorce his wife if, say, he merely found another woman more attractive, or if she was a bad cook.

But given (from Mark 10 and Matt. 19:3-8) that Jesus was teaching the absolute indissolubility of marriage (no divorce for any cause)—as, again, the Pharisees certainly took him to be and as the clear wording of the text of his teaching suggests him to be—we can now see how giving *porneia* the 'wider meaning' introduces a completely unacceptable contradiction to the teaching of Jesus. Indeed, this applies not only to the teaching considered *en bloc*, but also a contradiction is actually generated within Matthew 19 itself. Thus, by 'wider meaning', we find Jesus teaching:

a) *Absolute indissolubility* (Mark 10:2-12 and following this, in Matt. 19:3-8). '... from the beginning it was not so; from the beginning God made them male and female and the two shall become one flesh. What, therefore, God has joined together let no man put asunder.'

Commenting on this teaching, Montefiore<sup>2</sup> writes: 'Most probably the phrase "one flesh", although it contained undoubtedly a sexual connotation, referred to the new family unit . . . She becomes as it were "flesh of his flesh", and he in turn "cleaves to her". The Hebrew word here is not sexual in meaning; it signifies to "cling on to" or "stick to" someone, when it is used of persons. It is this word that proves from Scripture the permanence of marriage.'

And further, Montefiore comments: 'Such a saying' ( . . . what God has joined together let no man put asunder) 'was revolutionary to Jewish ways of thought. So far as we know, Jesus was alone among Jewish teachers when he asserted that marriage was intended by God to be lasting and permanent.'

Thus in Mark 10 (and following this—in Matt. 19:3-8) we find Jesus

holding forth the revolutionary teaching of absolute indissolubility. But then in Matthew 19:9 we find him in contradiction teaching (given the 'wider meaning' of *porneia*):

**b) Dissolubility and re-marriage** on the grounds of general sexual irregularity, including premarital fornication and adultery; that is, by the 'wider meaning' we now find Jesus holding forth a teaching one hundred percent identical with that of the Shammaites. How can we accommodate this contradiction? How can we accept that Jesus used expressions clearly indicative of absolute indissolubility—a teaching revolutionary to Jewish ways of thought—and also taught (given that the excepting clause has the 'wider meaning') a view of dissolubility—a teaching, in fact, one hundred percent in alignment with certain Judaistic thinking?

Ascribing the 'wider meaning' to *porneia* has caused this contradiction. Where, therefore, all the clear and unambiguous indications (and there are no contrary indications without question-begging on the meaning of *porneia*) are that Jesus, on 'creation grounds', taught the revolutionary doctrine of complete indissolubility—and further, that this was how his contemporaries understood his teaching—we should look for a meaning for *porneia* that fits in with this evidence and not one that flouts it (as the 'wider meaning' does) and so throws the whole of Jesus' teaching—and Matthew's record of it—into a state of contradiction.

We have to conclude, therefore, that Jesus taught the absolute indissolubility of marriage, not even allowing adultery as a ground for divorce.

### 3 The conflict with Moses

The third argument against the 'wider meaning' concerns the conflict with Moses. Following on from this, we may now note that had Jesus allowed divorce on the grounds of general sexual irregularity, including adultery (wider meaning), then he would not have been in conflict with the Mosaic concession at all, but would merely have been opting for a particular interpretation of it: an interpretation along similar lines to that of the Shammaites. But the Pharisees certainly understood Jesus' teaching to be in conflict with Moses—hence the trap—and Jesus himself explicitly affirms that they are right. His teaching is in conflict with Moses: 'Moses allowed a man to put away his wife, but from the beginning it was not so . . . What God has joined together let no man put asunder.'

The clear conflict between Jesus and the Mosaic concession itself logically requires that Jesus taught absolute indissolubility—it logically rules out the 'wider meaning'.

#### 4 An impossible exegesis

The fourth consideration against the 'wider meaning' appears to be a very strong one. We have already noted the variant teaching of the Hillelites and the Shammaites on the question of divorce. This is acutely relevant to our exegesis of Matthew 19. If, in our exegesis, we ascribe the 'wider meaning' to *porneia* in verse 9, then we come to the conclusion that Jesus taught the indissolubility of marriage save for sexual irregularity, including pre-marital fornication and adultery. In other words, we come to the conclusion, as we have already noted, that Jesus' teaching on divorce was one-for-one, identical with that of the Shammaites. But with this interpretation of *porneia*—with the 'wider meaning'—a sensible exegesis of the rest of the passage becomes impossible. This is the case because if Jesus in his teaching on divorce was merely reiterating (repeating, siding with) a contemporary Pharisaic school (the Shammaites), then the astonishment of the disciples at the tone of his teaching in verse 10 is not explicable. In this case ('wider meaning') they would not have found the content of his teaching astonishing at all. Indeed they could well have more expected him to side with Shammai than Hillel. This argument is strengthened even further by noting Jesus' response to the astonishment of the disciples in verse 11. Jesus evidently regards his own teaching as revolutionary and as extremely strict. So he is not surprised at their astonishment—he treats it as justifiable. None of this is understandable if Jesus has just reiterated (sided with) the teaching of a famous Pharisaic school. If then the excepting clause is an authentic saying of Jesus, *porneia* must have a meaning that leaves the body of teaching in Matthew 19:3-9 genuinely astonishing, radical, revolutionary and startling. The 'wider meaning' cannot fulfill this condition: it merely leaves Jesus siding with a well-known contemporary Rabbinic position.

#### A note on 'authenticity'

This leads us to the question of the authenticity of the excepting clause, which we must at least touch on since this has been questioned. The important point to note here is that by the arguments above, the excepting clause cannot have the 'wider meaning', whether it is authentic or an interpolation by Matthew.

There is, it seems to me, no reason to doubt here (Matt.19) the authenticity of Matthew's record of the disciples' astonishment. One of the characteristics of Matthew's selection/editing is that he tends to reduce the more embarrassing features of the disciples. For example, their lack of understanding (Matt.17:4 from Mark 9:6; Matt.14:33 from Mark 6:52; Matt.17:23 from Mark 9:32) and their astonishment at Jesus' teaching (Matt.19:23 from Mark 10:24). That

Matthew retains their astonishment over Jesus' teaching on divorce and remarriage, and represents that astonishment as justifiable, thus shows that he took this teaching to be extremely radical. Indeed exactly the same conclusion follows even if Matthew is held (as some maintain) to have introduced the disciples' amazement, i.e. if it is held to be a secondary form. In this case we must conclude that Matthew here wants to emphasize how radical is the body of Jesus' teaching (as set out in Matt.9:3-9, which includes the excepting clause) and so uses the disciples' astonishment as a device to achieve this. We must conclude that Matthew takes/affirms the teaching which we find set out in verses 3-9—and this applies equally whether the excepting clause is authentic or secondary (an interpolation by Matthew himself)—to be radical and startling. Thus, whatever meaning we ascribe to *porneia* in verse 9 must reflect and do justice to this. Furthermore, in respect of the view that Matthew may have introduced the excepting clause himself as a secondary form, we may note that a similar point obtains with regard to the contradictory nature of Matthew 19, if *porneia* has the 'wider meaning'. If the excepting clause is Matthew's interpolation, how could he ascribe such blatantly self-contradictory teaching to Jesus? How could he first ascribe to him (following Mark) the teaching of absolute indissolubility ('What God has joined together let no man put asunder')—a teaching revolutionary to Jewish ways of thought—and then immediately (given for him the excepting clause has the 'wider meaning') ascribe to him a view of dissolubility—a teaching one hundred per cent in alignment with certain Judaistic thinking? On both these counts we can safely conclude that, if Matthew introduced the excepting clause, *porneia* still cannot have the 'wider meaning'. This for the moment is as far as we need to take the question of authenticity. There is no evidence that the clause is the work of an editor later than Matthew. As Kittel affirms: 'It is certainly not open to challenge on textual grounds'.

\* \* \* \*

To return then to the mainstream of our argument, we may summarize by noting the four conditions which any translation of *porneia* must fulfil in order to be acceptable:

- 1) It must fulfil general linguistic considerations.
- 2) It must do justice to the strong, unambiguous indications that Jesus taught the indissolubility of marriage and that his contemporaries understood his teaching in that way: it must keep the indissolubility teaching of Jesus intact. The translation of *pornei* must preserve the absolute permanence of marriage.
- 3) Similarly, the translation must preserve the obviously real conflict between Jesus and the Mosaic concession; whereas the wider

meaning sees Jesus not in conflict with the Mosaic concession at all, but rather opting for a particular interpretation of it.

4) The translation must make sense of the astonishment of the disciples in Matthew 19: it must maintain the radical (revolutionary) and startling quality of Jesus' teaching. In other words, the translation of *porneia* must make the teaching of Jesus more rigorous (stricter) than that of the Shammaites.

The 'wider meaning' cannot satisfy these conditions.

The question which we must now ask, of course, is what translation of *porneia* can meet these conditions. Now the great irony of much modern scholarship on this question is that the translation which fulfils these conditions is precisely the one which most—though not all—regard as the usual meaning of *porneia*, that is fornication in the sense of pre-marital sexual intercourse.

This translation of *porneia* represents Jesus as teaching the absolute permanence and indissolubility of marriage save for one specific ground only, and that is the discovery in marriage of pre-marital sexual unfaithfulness (Deut. 22:20-21 describes the situation envisaged). What we should note here, therefore, is that this translation preserves Jesus' teaching of complete indissolubility. Given this narrower meaning of *porneia*, the exception made by the excepting clause is, in a sense, only an apparent one. It allows not the dissolution of a 'proper' on-going marriage but the abrogation of what, by Jewish law, standards, and thought, was an improper and invalid marriage. Since the wedding contract (ideal) had not been honoured and fulfilled, no real marriage had taken place. It refers to what we would term an annulment rather than a divorce; the annulment of what for the Jew was a deeply offensive marriage by deception—a marriage in which the one partner had no right to the marriage at all.

Thus we may now note that, given this translation of *porneia*, our four conditions are all fulfilled:

1) There can be no linguistic objections, since we are dealing here with what is often regarded as the most usual meaning of *porneia*. We are also taking cognizance of the adultery/*porneia* distinction which Matthew assumes elsewhere (ch.15).

2) The indissolubility teaching of Jesus, to which all the clear evidence points, is preserved and so is the unity of his teaching. This translation introduces no contradictions into Jesus' teaching on divorce and re-marriage. There is with the narrower meaning, no indication in the Scriptures that Jesus regarded any ground at all—even adultery (that requires the 'wider meaning')—as justifying divorce.

3) The narrower (pre-marital fornication) translation does justice to the obviously genuine conflict between the teaching of Christ and the concessionary teaching of Moses. Jesus is teaching no divorce,

whereas Moses allowed it.

4) The astonishment of the disciples now makes sense. Jesus' teaching of absolute permanence ('What God has joined together let no man put asunder') genuinely is radical and startling—beyond even that of the Shammites.

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Before we conclude, it may be helpful to note three final points:

1) *The reason for the absence of the excepting clause in Mark, but its presence in Matthew*

Montefiore —assuming the non-authenticity of the excepting clause—objects to the narrower translation of *porneia* on the grounds that 'it is incredible that in a Jewish Christian milieu . . . so many Christian wives were found to have engaged in fornication that a special interpretative gloss on the divorce pronouncement was necessary.' But Montefiore's argument is invalid, whether or not we accept the initial assumption about authenticity.

a) If we assume the clause to be non-authentic (although, as we shall see, given the narrower meaning there are good reasons for accepting the excepting clause as authentic), Montefiore's argument is false here because the excepting clause with narrower meaning would certainly not have been irrelevant to a Jewish church. In an evangelistic situation the problem would certainly have occurred and moreover would have been a potentially explosive one just because of the offensiveness of pre-marital infidelity to the Jewish consciousness.

b) If we reject Montefiore's assumption of non-authenticity, cannot his basic argument now be reapplied in this way: that the narrower meaning is not acceptable because it makes the excepting clause, in the mouth of Jesus, little more than a technicality, a judicial detail, a legal nicety?

But such an argument is once again false: it makes the Jews too innocent—pre-marital sex is never the object of an irrelevant legal nicety.

Further, the judgement of Jesus in Matthew 19:9 (with narrower meaning) is a natural and fitting comment by him regarding the Jewish regulations on divorce and remarriage. In fact, by the operations of Jewish law at the time of Jesus, a man had to put away (divorce) his wife if she was found guilty of pre-marital infidelity (the situation Joseph thought he was in), and thus Jesus' comment is altogether appropriate. Although marriage itself is indissoluble, if a man finds himself in this particular, unfortunate and deeply offensive circumstance (of non-proper marriage, i.e. marriage by deception) he is free to divorce and, of course, to marry again. There is here no real marriage to be dissolved. The teaching of Jesus in the excepting clause takes its natural place in Jesus' teaching from the Jewish marriage regulations. This, too, explains the absence of the excepting clause from Mark's gospel, assuming Mark to have written for a

church in Rome. The great majority of the Christians there would not have been acquainted with the peculiarly Jewish regulations from which the clause draws its significance.

2) *The authenticity of the excepting clause*

It seems to be the case that there are now no good reasons for regarding the excepting clause as non-authentic. There are certainly no internal reasons here (given the narrower meaning) for doubting the authenticity of the clause as a saying of Jesus. With this meaning, it fits naturally into all the material in the passage (Matt. 19) and it is appropriate as a saying of Jesus. Furthermore its absence in Mark is perfectly explicable. It is true that a more general principle has also been held against the authenticity of the excepting clause. This principle (though there is no wish to comment here on the validity of such principles in general or of this one in particular) is that 'laxer' (exceptive) moral rulings in the Gospels are less likely to be authentic, and are more likely to be concessionary adaptations of Jesus' teaching to church situations. But such an argument cannot be held against the authenticity of this excepting clause, given the narrower meaning. In this case Mathew's teaching is of absolute indissolubility. It is as strict as the teaching in any other Gospel—as it usually is. Indeed this latter consideration ('as it usually is') may itself lead us to very tentatively posit yet a further (a fifth) argument against the wider meaning for *porneia* and in favour of the narrower meaning. For the 'wider meaning' (as we have seen) leaves Matthew less strict and rigorous in this aspect of moral teaching than Mark and Luke, who hold to absolute indissolubility. But this has its problems. It is most uncharacteristic of Matthew—if we consider general editorial patterns of selection—to be less tight (to be exceptive or concessionary) on moral demand compared to the other synoptic Gospels. This factor itself may lead us to seek a 'tighter' meaning for the excepting clause.

3) *The meaning of Matthew 5:32, given the narrower meaning*

The wording of Matthew 5:32 should be closely noted. Its argument against divorce is not that a divorcing person when remarrying commits adultery, but rather it is sympathetically concerned with the effect on the other person. Thus Matthew 5:32 should be read as an exhortation to follow the law of love. If a man divorces his wife, she cannot remarry without committing adultery and therefore his act leaves her high and dry. The exception to this (given the narrower meaning) is where a husband discovers his wife has been premaritally unfaithful to him. Here a husband may put his wife away. There is nothing else he can do. Her plight—her unfitness for marriage—has already been sealed by her own actions. It is not created by his.

We may note again that there are here no internal reasons for doubting the authenticity of the excepting clause. For, given this

rendering of the excepting clause, verse 32 fits very appropriately into the series of antitheses in chapter 5 where Jesus contrasts his teaching—the law of self-denying love—with that of the Jewish law. It reads as an exhortation to follow the higher way of love: to not divorce one's wife because of the effect it will have on her. It reads as an injunction to put her interests first. Such a concern, taken so far, was truly revolutionary.

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Thus we come to the point where we may state our conclusions, though it always needs to be kept in mind that in discussions of this kind one is very much dealing with probabilities and possibilities—not certainties. Nevertheless, the argument here is that the great weight of evidence militates against the 'wider meaning' of *porneia* in the excepting clause and tells for the narrower meaning. As such, therefore, we find Christ holding forth for the absolute indissolubility and permanence of the marriage bond.

Our intention here has been only to put forward some considerations concerning the meaning of *porneia* in the excepting clause and the significance of this for the teaching of Jesus on divorce in the Gospels. Our purpose has not been to apply this teaching to present-day pastoral situations. That involves further considerations, not least the question as to whether Jesus' teaching is to be regarded more as *halakah* (the laying down of rules not to be broken) or more as *haggadah* (moral exhortation—the laying down of ideals in a way that allows more 'situational flexibility' than *halakah*).

However, in this context it has to be asserted that God's rules for men and women are never unloving. On the contrary, they are always in the direction of love and well-being, beauty and fulfilment. Thus it can never be loving to counsel against the teaching of Jesus. Perhaps in our church, and in our society also, it may be that some have to experience discipline and denial for the sake of the many. For the sake, that is, of preserving the respect for—the 'awe' and the preciousness of—the marriage institution itself, with all that means in terms of the well-being of earthly humanity and society as a whole.

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## NOTES

- 1 John Stott, *Divorce: the biblical teaching* (Falcon : 1972), reviewed in *The Churchman*, Autumn 1971.
- 2 Hugh Montefiore, 'Jesus on Divorce and Remarriage' in *Marriage, Divorce and the Church: the report of the Archbishop's Commission on the Christian Doctrine of Marriage* (1971).