MINISTRY OF CANONICAL AFFAIRS
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NO. 616/74
Refer to this number in reply

Wacker VS [redacted]

DEFINITIVE DECISION

The Tribunal of the Diocese of Lansing sitting as a Court of First Instance and consisting of Reverend Duaine H. Pamment as sole Judge, issued on July 5, 1974, the following definitive decision in the case of Linda Lee Wacker, Plaintiff, versus [redacted], Defendant; the Plaintiff having attacked the validity of her marriage on the grounds of consensual incapacity, Reverend John P. Foglio acting as Procurator-Advocate for the Plaintiff, Reverend Stanley E. Sulka acting as Defender of the Bond and having contested the issue.

THE FACTS

Linda L. Wacker, age 20, entered into marriage with [redacted], age 19, in Flagstaff, Arizona, on June 17, 1967. The time of cohabitation was about six years and no children were born to them. Because of radical incompatibility and the total collapse of marital accord, a civil divorce was granted in Comanche County, Oklahoma, on July 30, 1973. The Plaintiff now desires a declaration of nullity so that she might be free to contract a new marriage in the Church. The proposed doubt to be answered in this case is: Was either party unwilling or unable to accept and fulfill the responsibilities and obligations which marriage entails?

THE LAW

Consensual incapacity as grounds for nullity is not specifically mentioned in the Code of Canon Law or in the Instruction Provida. However, decisions of the Roman Rota and the writings of all approved authors supply more than adequately for the lacuna in the Law. A basis for consensual incapacity can be derived from Canons 1081, para. 1; 1084; 1086; 1087, para. 1; 1092, para. 2. The foundation for consensual incapacity is that the proof for the validity or nullity of any marriage cannot be riveted exclusively on the exact historical moment of marital consent without also considering the entire marital situation as it is lived out by the parties. Marriage is much more than a simple "I do"; the question must also be asked: Are the parties able and willing to accept and fulfill the responsibilities and obligations for which they contracted? This represents a broadening of the traditional approach to defective consent.

THE ARGUMENT

After a thorough examination of the documentary and testimonial evidence in the Acts, together with a conscientious consideration of the circumstantial evidence, this Court finds that the following judicial presumptions and conclusions are clearly manifest:

a) At the time of the wedding neither party was properly prepared for entrance into a permanent and stable marital relationship; this was borne out by their subsequent behavior.

b) The couple proved unable to find a solid foundation upon which to establish and develop a common conjugal consortium.

c) Because the couple proved incapable of resolving their marital conflicts, it was inevitable that their relationship would eventually deteriorate to such an extent that marital accord would become totally and irreparably disrupted.

d) The Plaintiff should now be in a much better position to make a success of married life and seems very sincere in her desire to do what is right. She is thus to be accorded every possible consideration.

Therefore, having dutifully applied the law to the facts in this case, this Court hereby declares, answering the proposed doubt IN THE AFFIRMATIVE, that is to say:

THE NULLITY OF THIS MARRIAGE HAS BEEN PROVED.

We order that the first $25.00 towards the expenses in the trial shall be paid by the Plaintiff according to her ability. We further order that this definitive sentence shall be published in accordance with the second or third method described in Canon 1877.

Duaine H. Pamment

Reverend Duaine H. Pamment
Presiding Judge

Doris C. Pacelli

Doris C. Pacelli
Notary

Given at Lansing, Michigan, this the 5th day of July, 1974.