

Some aspects regarding matrimonial relations in the city of Arad in the XVIIIth century

Ghita, Eugen C.

Veröffentlichungsversion / Published Version

Zeitschriftenartikel / journal article

Empfohlene Zitierung / Suggested Citation:

Ghita, E. C. (2009). Some aspects regarding matrimonial relations in the city of Arad in the XVIIIth century. *Romanian journal of population studies*, Suppl., 777-791. <https://nbn-resolving.org/urn:nbn:de:0168-ssoar-66662>

Nutzungsbedingungen:

Dieser Text wird unter einer CC BY Lizenz (Namensnennung) zur Verfügung gestellt. Nähere Auskünfte zu den CC-Lizenzen finden Sie hier: <https://creativecommons.org/licenses/by/4.0/deed.de>

Terms of use:

This document is made available under a CC BY Licence (Attribution). For more information see: <https://creativecommons.org/licenses/by/4.0>

Some aspects regarding matrimonial relations in the city of Arad* in the XVIIIth century

Eugen C. Ghiță

The paper „*Some aspects regarding matrimonial relations in the city of Arad in the XVIIIth Century*” was published in „**Families in Europe between the 19th and the 21st Centuries. From the Traditional Model to Contemporary PACS**”. Supplement of the Romanian Journal of Population Studies/ Antoinette Fauve-Chamoux, Ioan Bolovan (coord.). University Press, Cluj-Napoca, 2009, pp. 777-791, ISBN 978-973-610-931-7

<http://www.ceeol.com/aspx/issuedetails.aspx?issueid=3cf053a6-a6e5-4079-b059-4e9c80ccb5a3&articleId=2da87ed2-94f8-47fb-b0cb-3a457c4ebc6c>

Abstract:

This study proposed, first, to carry out, based on archive documents, an incursion as regards matrimonial relationships of XVIIIth century with all legal, economic and social connotations involved. The marriage contracts studied fall into a typology more closely of what was happening in the same period in Western Europe than in South Eastern Europe. This is because such acts have emerged within the former county of Arad in the first half of the century after the establishment of Habsburg domination and after the German colonists were brought into the area.

Besides the juridical problems regarding the contractual liabilities of the spouses, the status of the children, some problems related to wealth and dowry, I tried to mark out some aspects regarding the everyday life of Arad's inhabitants in the XVIIIth century.

Keywords:

Marriage contracts, Arad county, matrimonial relationships, dissolution of marriage, dowry, children status, household, everyday life, Habsburg Empire.

The family was in the XVIIIth century a form of social aggregation, of living, which has undergone some substantial progress. Like other areas, the family life was marked by a series of transformations especially visible in the juridical outline. Even if the family relationships in most reports have consented in a sort of mutual agreement based on a series of custom, in the XVIIIth century we witness a multiplication of marriage contracts that have become a form of legal regulation for matrimonial relations. These increasingly frequent acts clearly established the obligations, duties, commitments, problems of inheritance, etc. within the family about to be.

* Arad is the capital city of Arad County, in western Romania, in the historical region of Crișana, on the river Mureș.

Their need has arisen for at least two reasons. On one hand, they could more easily resolve any disputes arising in the case of marriage disruption, on the other hand, the absolutist state, in a spirit of fairness and care towards the wife and children had all the interest that if a divorce occurred, the law would say its word in matters concerning property and inheritance. Given that there is not a requirement of concluding a marriage by means of a civil contract, it is assumed that the parties themselves had their own interest in the conclusion of such contracts. After all, this type of document sought only to ensure the strengthening of the espousal, protecting children from another marriage and preserving the rights of women in case the death of the husband would occur.

Genesis process of these contracts was directly related to changes in Europe. Several mutations have occurred and the most important relate to two processes: the alteration of beliefs and religious practices provoked by the Reformation and the Counter-Reformation and that of secularization, propelled by the rebirth of culture and knowledge systems especially during the Enlightenment. If religion and material claims of the Church played such an important role in regulating family life in Europe, it was inevitable that, when they were modified, it would change the rules of family life. The diminution of church influence, translation of family issues under laic courts authority, emphasis on secular ideologies and theories was a process that has been one of the Enlightenment's traits during the XVIIIth century (Goody, 2003, pp. 24, 87-88).

All these were visible in the city of Arad in the XVIIIth century. The practice of marriage contracts was brought obviously by the newcomers in these places after the removal of Ottoman occupation. Practically, their descendants have resorted to such acts as the oldest existing marriage contracts at DJAN Arad (National Archive of Arad County) come back in time since the reign of Maria Theresa. Those who have recourse to such legal rules were mainly of Catholic religion and German ethnicity, their social and professional status being above average. In a random selection, the criterion of formal document quality prevailed - this meaning election of readable and well kept contracts - I was surprised however to see that in at least one case of those studied, the regulation of marriage relationships was made also for the Romanian ethnics. Even if it is an act of wealth sharing after a divorce, the document suggests that at the time of marriage the two spouses have signed a contract, which must be respected.

The number of marriage and divorce papers at DJAN Arad for the XVIIIth century amounts to several dozens of such documents totalling over 200 pages. For the present study, I have chosen six marriage contracts, three of the

1762-1763 period and three during 1791-1795 and two divorce inventories at the end of the century XVIIIth century.

For many people in the course of familial aggregation, the marriage was a necessary step for regulation legal relationships before reaching the altar. The same thing happened for the few inhabitants of Arad in the XVIIIth century who have been the subjects of the documents below.

In order to use the easy reference of these documents, I chose a conventional numbering according to their chronology:

Contract I - between Flerer Antony and Ana Masikerin dated July 21, 1762 (DJAN Arad, *fond PmA*, dosar 18/1762, filele 1-2).

Contract II - between Wergmann Bonaventura and Maria Elisabeth Seiterin dated August 31, 1762 (DJAN Arad, *fond PmA*, dosar 18/1762, filele 3-4).

Contract III - between Joseph Zimmer and Ana Maria Staglin dated May 31, 1763 (DJAN Arad, *fond PmA*, dosar 14/1763).

Contract IV - between Mathias Albrecht and Ursula Tuskanitzin dated May 1, 1791* (DJAN Arad, *fond PmA*, dosar 7/1792, filele 1-2).

Contract V - between Pretner Georg and Elisabetha Luigerin dated November 14, 1793 (DJAN Arad, *fond PmA*, dosar 7/1792, filele 3-4).

Contract VI - between Michael Biro and Katharina Gulasch dated February 15, 1795 (DJAN Arad, *fond PmA*, dosar 7/1792, filele 5-6).

Divorce I – Martha Onn and Ana, dated May 15, 1798 (DJAN Arad, *fond PmA*, dosar 7/1792, filele 8-10).

Divorce II - Mathias Albrecht and Ursula Tuskanitzin, dated January 8, 1799 (DJAN Arad, *fond PmA*, dosar 7/1792, filele 11-13).

The six contracts of marriage fall into the same types that, although coming from different periods, the shape and structure is similar. The introduction and conclusion formulae are nearly identical, small differences concerning the form and not substance. Although they are secular acts, even from the introduction there are religious references as the top formula is "*on behalf of the Holy Trinity*". This proves that although secularization has made important progress in the XVIIIth century, the religious sense is found in the stylistic formulas of the contracts just because of its striking importance in people's life. The final part is a standard legal formula which means the legalization of the designed

* I wish to notice that there is no mistake in the contract signed in 1791 and that he is classified in DJAN Arad in a file for the year 1792. In addition to those who made the classification of an explanation is that in 1792 the contract was completed with a new clause and therefore was considered to be fully prepared for that year. In fact the whole file are two marriage contracts from other years, 1793, respectively 1795, and two inventories of divorce in 1798 and 1799.

contract always in duplicate to be signed by contractors and those present as witnesses, godparents, lawyers and notary.

The number of contract items is different, being directly linked to the complexity of relationships to be regulated, by the infants' number or other issues regarding inheritance or obligations of the parties. Thus, there are contracts with three terms as there are others with six or seven terms.

The style of these acts is largely tributary to standard legal expressions. Whatever was the love's purpose, over which some historians have insisted on the XVIIIth century, money played an important role in marriage, particularly among aristocracy (Hufton, 1995, p. 252). However, a certain vocabulary that makes direct reference to feelings is present in the texts of these contracts. Phrases such as "*beloved bridegroom of Mrs. bride*" (contract III), "*Mr. groom is married to his much beloved lady bride*", "*bride gets married with her much beloved groom*" (contract II) "*beloved bride*", "*the two people promise their love*" (contract IV), "*beloved husband*" (contract V), are found in almost all documents. From the timid "*lady bride*" to the superlative nuances such as "*much beloved lady bride*", differences probably are more of a juridical courtesy of notaries in face of such events than a reflection of reality. Future role of the spouses was only to be present in front of the official, the rest was the notary's work, who, through its used wording imprinted style in addition to the legal trait of the acts.

Yet all this epithets must have had a correspondence in reality. The explanation is the situation of remarriage (all six women from the contracts listed above were widows, being at a second marriage), as a much greater freedom of choice of the partner occurred then at the first marriage. Through the allocated dowry, the parents had the most important word when it came to choosing the future husband for their daughter. In these conditions, the dowry actually limited free choice and was a constraining factor for women who had to comply with the wishes of the family. The state of widowhood ensured at least one emotional independence for women, and choosing a future partner for life was no longer encumbered by factors other than their own will (Goody, 2003, p. 117).

Besides the officious tone, the stylistic register is complemented by epithets used with respect to future spouses, as besides simple formulations "*Mr. is married with Mrs.*" (contract VI) we can find others in conformity with a redundant style: "*too honourable and virtuous lady Ana Masikerin*" (contract I), "*honourable gentleman widower Bonaventura Wergmann*" (contract II), "*honourable bridegroom Georg Pretner*" (contract V). Above a certain understood standardization, notaries had a role to bring a spot of colour in drawing up such documents.

Regarding a certain ritual that precedes the signing of these contracts, written entries know also a variety of events transmitted to us by formulations found in the papers. It was basically a rehearsal before realization the religious marriage: "*Mrs. ... offered to Mr. ... as a future fellow through the holy matrimony. They change the rings*" (contract I), "*lady bride gets married with her beloved groom... and she brings him all the love and Christian faith*" (contract II), "*she gets married to her future husband at better and worse*" (contract I), "*the two people promise their love and mutual faith until death*" (contract V), "*the two people promise their love, respect and loyalty until death*" (contract IV), "*the two were blessed Christianly by changing rings and have been engaged*" (contract VI).

Such expressions lead us to think that the couple and family are to be indestructible and must withstand better and worse, until death, following two core values: faith and mutual love. This is understandable as the church itself considered marriage as a vow before God, which is to be respected and only one of the spouse's death may lead to religious marriage dissolution.

In terms of marital status, in all six contracts, which expected future marriages, at least one of the future spouses had been married before. Information is not uniform, thus we do not have this kind of data for all spouses. All six women were widows at the time of writing these papers, while of the six men, only one has experienced his wife's death and for the others we consider they were celibate. We could conclude that those who resort to such contracts were mainly women who have maintained and grown children and persons of a certain age who did not want to remain single or bachelors on the aim of building up a family. From this point of view not only the church but also the secular authorities were in favour of the idea of remarriage of widows and wifeless, the family being considered the normal frame of coexistence and growth of children.

Status says much about the socio-professional categories of those who resorted to such acts. Practically all six men, future heads of the family, had a job, being artisans or officials. Relationship between spouses in the marriage was full equality. In general, women entered into marriage with a dowry, and her husband came with his job and the name: "*honourable groom ... is married to... Mrs. bride Elisabetha, with his name and profession of cooper*" (contract V).

The woman's dowry was to be known and quantified so that in the event of separation, she could recover her initial amount. Within living together "*every income or inheritance of the spouses will always be divided equally*" (contract I), or, in other form, "*what will the two purchase together will be equally theirs*"(contract II). For this equality to be functional, possible debts and obligations of any party must be known from the very beginning. These should be clarified in the contract before marriage because the partner is not involved in

the payment of such debts: "*Ms bride gets married with the future husband ... but not in her debt of 60 florins*" (contract I), or "*lady bride has to honor some debts*" (contract IV).

Such stipulations prove once again that these contracts governed the relationship between spouses into the smallest detail, leaving nothing to chance's will.

An important aspect related to the position of women in society has always been the dowry, which, although administrated by the husband, as part of conjugal property, it still remained hers. Since the beginning of the classical era to the nineteenth century, a fundamental feature of European marriage was allocation of parental property in the form of dowry to the woman who was going to marry. In this regard, the dowry should be considered part of the transmission of property from one generation to another, a process through which their daughters have access to parental property. Although the dowry was upkept by the husband as part of the conjugal fund, it continued to remain to the wife and children, as illustrated by the arrangements made when a woman remained a widow, which were correlated with the initial contribution made on her behalf. A widow recovering possession of the dowry was especially valued. She was entitled to retain all the goods, which she brought to marriage or, by agreement, the consideration thereof. She could also claim the clothes and jewels given by the husband, one third or a half of the common property after marriage and everything else that would have left her husband. In Northern Europe, she was considered the natural tutor of under-aged children, and some remained in their homes as head of the family. In the south, caring for children was taken by the family, and most widows did not receive more than the dowry (Goody, 2003, pp. 107-108).

In the marriage contracts from Arad in the XVIIIth century, the dowry problem is treated separately. Some of them refer directly to the amount by which the woman was to participate in marriage. Ana Masikerin brought into the marriage with Antony Flerer 500 florins, and Ursula Tuskanitzin brought into the marriage with Mathias Albrecht not more, nor less than 1900 florins. A special case is the widow Katharina Gulasch who had a precarious state of health at the time of signing the contract. Her wealth contained important properties: a house in Arad, agricultural land, vineyards and money. In the absence of heirs, the widow wanted to ensure by the means of this contract that part of her fortune would go to the city hospital of Arad. The contract has a number of special provisions due to special status in which the woman was and who wanted to be sure early enough of the future destination of her wealth, regardless future occurrences.

On the other hand, there were cases where the dowry of the woman did not have any pecuniary quantification. Widow Maria Elisabeth Seiterin brought into the marriage with the clerk Bonaventura Wergmann "*her name and origin as a true dowry*". The lack of dowry and children from a previous marriage could lead us to think that we are facing a marriage, maybe of interest, between a woman without dowry and no obligations, but in search of a social status, and a widower with children from previous marriage who needed maternal care.

In two other cases women's dowry was encumbered by the obligation to ensure a heritage for children from previous marriage. Elisabeth Luigerin is required to ensure his son Joseph 600 florins as paternal inheritance, and Ana Maria Staglin had to share the 150 florins equally to her five children from the previous marriage to Michael Stagl. In both examples above, we can say that the women's dowry had the same value as their obligations to children from previous marriage, as the legacy of the deceased spouse was divided equally between the widow and children. Other amounts not being stipulated in acts, it is likely that the two widows had an insignificant portion at the first marriage.*

Knowing that in all six contracts at least one member was in a state of widowhood, we may ask ourselves what could be the reasons for which one partner was ready to accept a marriage to a person who was committed before from another marriage. Starting from the premise that in all cases, we talk primarily about feelings or emotions that played an important role, a possible typology of these contracts might emphasize the following:

- 1 - desire to link the destinies based strictly on mutual and sincere feelings (contracts I and III).
- 2 - interest in widows, even with children, who were attractive due to their dowry (contract V).
- 3 - purely formal marriage in which one party has material interests and the other is to receive from the partner care, protection and the fulfillment of contractual obligations. In this case each party seeks the achievement of interests other than their own actual marriage (contract VI).
- 4 - disproportionate marriage regarding wealth, in which the girl without dowry accepts the protection of a man much better positioned social and material, and assumes the duties of wife and stepmother of the children of the husband from a prior marriage (contract II).

* Value and even the existence of dowry depended on social class. The poor had little to offer as dowry was usually provided by parents of the bride. However in some cases may be an additional supply provided by parents or even groom earned by own forces if the girl working and save money. There is a difference between societies under Roman law and those, which are guided by customary law. In first case stipulate "*possible that there is no marriage without dowry*", while customary law was more flexible: "*provide dowry who wants*". (Cf. Goody, 2003, pp. 111-113).

5 - marriage that leads to a so-called financial concentration in which the strength of the relationship is based more on a specific type of resource management than on other values. Any rupture in this type of marriage brings to the surface feelings that inevitably lead to separation or divorce (contract IV).

A distinct component among the clauses contained in these contracts is about the children. Structure seems to be primarily sought to ensure the future by understanding the childcare, education, maintenance and protection of their property.

Special provisions were required, because in the case of widows/widowers' remarriage, were formed complex families with stepchildren and even future stepbrothers. In this type of family lacked the priceless cement of blood contact. Starting probably from previous, notaries looked to write clauses relating to all possible cases of relations in the family as the only way of preventing future disputes or conflicts.

From this point of view, the contract between Ana Maria Staglin and Joseph Zimmer provided explicitly that paternal heritage for the five children, in amount of 150 florins, was to be divided in equal parts of 30 florins each. The three children of Ursula Tuskanitzin had a paternal inheritance as far as 300 florins each, and the son of Elisabeth Luigerin inherited a paternal part of 600 florins. All these provisions are found in terms of marriage contracts. This was a proof to the desire of children from first marriage situation preservation seen as a moral duty, which is impossible to quit. Besides the moral duty of the mother, it is found that of the stepfather's, who, at least of legal constraint, should accept such a situation with no doubts concerning the future provision of stepchildren.

Children from the first marriage will always be put on equal footing with the children to come. In the contract III it is stated clearly that "*if God will bless them with heirs, their heritage will be also 30 florins*" as for the children from the first marriage, or similar, in the contract I it is stipulated that "*if this marriage will be blessed with heirs, so the two children of Mrs. bride and children of the couple will be equal*". Also in the contract II it is said that "*if they will have children together they will be equal with the other heirs*", the same idea being supported in the contract IV which says that "*current legacy for children and for future children will be divided equally between them*".

Contracts do not contain clear information on paternal inheritance. It cannot be inferred from the context if paternal inheritance is actually a bonus, a privilege against presumptive half brothers. Certainly, stepbrothers have a status of equality in front of the couple. The father/husband should not make distinction between the wife's children from another marriage and their biological children.

He also did not discriminate between boys and girls when it came to inheritance. The new husband of the widow is often appointed the tutor of his wife's children. Basically these children were adopted and had full rights of inheritance in case of the stepfather's death, dividing property equally with their mother. The contract I has a clear provision in this direction: "*If Mr. groom shall die, lady bride and the two children shall inherit all*".

As guardian, the husband had to take care of maintenance and education of children up to their coming of age or marriage. In the contract IV Mathias Albrecht promises to his wife's children from the previous marriage - Johann, Joseph and Katharina - to grow and to care them Christianly. The two boys had to be offered the opportunity to learn a craft and go to proper schools for this, and the girl was to marry "*as it may be better*". In the contract I it is specified in the same sense that "*Mr. groom, as their righteous father, will educate them in the spirit of Christianity*".

Another case concerns the relationship between children from a previous marriage and the new spouses. Well-drafted clauses sought to establish a relationship without doubts between the two parties to avoid the risk of any future disputes. In the third contract it is stipulated that "*the future husband will not be challenged in any aspects by the Staglin children*" and in the second contract the future wife had a well-defined status in front of the possibly dead husband's children "*if her husband dies, the wife has the same inheritance as the children, and will live for the rest of her life in the front rooms*". So by inference we can say that the wife's status could not be demoted by stepchildren, requiring her to live in the back rooms, probably reserved for servants.

The problem regarding these terms is if there was the possibility that minors would be consulted in any way or if their opinion mattered or not in such circumstances. It is more likely that the people directly concerned have requested such provisions for greater safety in the future, and the children's consent could not be given otherwise than by assuming responsibility on behalf of the natural parent.

Why no similar clauses occur in other contracts? Unless it was not about children from previous marriage, the answer aims at least two possibilities: either it was an omission, hard to believe given that the contractors knew their interests, or mutual and full trust between the future spouses did not claim such provisions and therefore notaries did not write clauses of this type in acts.

The problem of legacies also experienced a few shades. It is not about a different interpretation of the right of inheritance, but some special clauses in contracts. At last, situations were quite clear: children inherited their parents, children and a spouse inherited the dead spouse and a spouse inherited the other

spouse. There were no deviations apart from the rule, but, however, special provisions could condition the legacy from the fulfillment of some obligations assumed by any of the parties in the contract. Also there were donations on behalf of social institutions.

One such case is in the contract VI. The entire contract is different from the other for the simple reason that there are no provisions relating to children. Terms of contract's signing are more special because Katharina Gulasch's condition was more than precarious, the fragment of the contract being enlightening in this aspect - "*if lady bride dies before the marriage, as it would seem her health to loom...*"

It can be inferred from the contract that we are facing a marriage between a wealthy woman without heirs, but with severe health problems and a certain Michael Biro, who, more than his duty of husband, should have been a kind of testamentary legatee of his future wife's desires. From the beginning it was questionable how the time would conduct into a marriage or not, the stake being the widow's significant assets. In case the woman dies before marriage, her fortune goes to the Arad city hospital, which had the single obligation to ensure her funeral expenses. In this situation, the groom would have been entitled to receive 100 florins. In case of making marriage Michael Biro would become the heir of almost the entire fortune of Katharina Gulasch, his only obligation being to donate to the hospital the amount of 500 florins in time of 5 years, i.e. 100 florins a year.

On long term, the contract had other provisions to which the two sides subscribed. The man was forbidden to sell during his life from his legacy assets or become obliged otherwise than with the authorities' consent. By this provision, the city Magistrate, as a state institution, became the main factor in assets' monitoring, which "*must remain unshared*", and by default in the execution of the contract. Maintaining the integrity of assets must be kept in case Michael Biro would have died "*without woman and children*", then, in its whole, was to turn up to the hospital in Arad which was to bear in this case "*all the funeral costs and other costs*".

However, Katharina Gulasch's assets dissolution could be realized in legal terms only in a single way. The modality through which it would not end as a gift to the hospital was that Michael Biro would re-marry, therefore the entire heritage would "*remain to his widow or children*", if he passed away.

The particularly aspect of this contract lies not only in the legacy issues provided but also in the involvement of a state institution in monitoring and tracking the application of clauses. To this is added the fact that the document was signed by both sides and reinforced by the signatures of two witnesses, a

lawyer, a local judge and, obviously, a notary. The complexion of the situation is given also by the fact that this contract was probably sealed under the time pressure because of the woman's health state. The most interesting aspect worth mentioning is that all these were realized away from her residence in Arad, namely in Nakofalva,* Torontal County. How did the woman get there, which were the causes of her disease, why did she not bequeath the property simply to the hospital are unanswered questions because the document does not refer to them. In absence of such information, we may think that it was a marital engagement to a widow with no heirs who sought to marry again. On the same realm of allegations, we could presume that things had precipitated due to the health status of the woman who had a disease in an advanced stage on the marriage's eve. Health problems were certainly older, so that we could explain her obstinacy to provide donations for the Arad hospital, to which she probably felt the need to be grateful.

In addition to various information, marriage contracts inform us indirectly about the literacy of those involved to the extent that we find their signatures on documents. Practically every contract should have had the signatures of the spouses, of the godfathers or witnesses, of the notary or lawyer.

To what extent were to write the inhabitants of Arad in the XVIIIth century is difficult to determine from just a few contracts of marriage. This could be done much better if they had inventoried the number of signatures on marriage contracts in Arad in XVIIIth century. Even then, the conclusions would not necessarily be very true, knowing that those resorting to such acts had a social status above average and it is assumed that their literacy was higher.

The backside of marriage has always been the divorce. The Church has always condemned the violation of the holy marriage. The mutations produced in Europe in the XVIIIth century after the process of secularization brought a new optic towards the possibility of disposing of marriage. This secularization meant implicitly waiving the supervision of the church and taking it into the state's possession, a phenomenon that occurred at the end of the XVIIIth century (Goody, 2003, p. 103).

This is also noticeable in the city of Arad at the end of the XVIIIth century. To emphasize some aspects related to the divorce problem, but especially to highlight the nuances of daily life we have chosen two documents regarding the sharing of goods in case of separation or dissolution of marriage. Both acts, on sharing of the wealth, derive from the end of the XVIIIth century. At the basis of

* Nakofalva or Nakodorf is today Nakovo town in northeastern Serbia.

election stated the criterion of information wealth and a special appearance for each.

In the first case we are dealing with a divorce between an orthodox by name - Martha Onn – probably Romanian and his wife Ana (Anna) about we have no direct information on ethnicity, while the second case concerns the subjects of a marriage contract presented above, naming them here as Mathias Albrecht and Ursula Tuskanitzin (contract IV). The provisions of both documents emphasize two families who had households and relatively high income and for this purpose, the local institutions were involved in providing a framework of shared wealth. To this probably contributed the status of those who were to divorce.

In the case of Martha Onn, the Orthodox bishop himself made a request to the City Magistrate to investigate the conditions of divorce. To this was charged Georg Jankovitsch, who had to lay down a sort of report on property and divorce causes. Turning to ethnicity or better said the woman's confession, the document speaks of "*Thoro et Mensa*" separation of the two (See: Stuart, 1994, p. 39). This means that Ana was of Catholic religion, being known that this kind of separation was practiced by Romano-Catholic church. Separation "*of bed and table*" entitles the spouses to live separately, but the marriage was considered legal further and the partners are not allowed to marry again.

Such a request from the Orthodox bishop could not be made unless the person regarded had a certain social status or anywhere it wanted to come to the aid of a parishioner of his who has suffered an injustice. A possible condition of the male figure can be inferred from another document where Martha Onn was responsible for one of the 84 streets of the city of Arad. More specifically, he was responsible for one of the 15 streets of the "Romanian neighbourhood" named in the document *Wallachaei* (DJAN Arad, *fond PmA*, dosar 3/1783, fila 7). In that year, he was newly married.

The councillor Georg Jankovitsch has compiled the inventory of goods to be shared only after a trip to the scene, after the findings made by him and in accordance with the "*words and avowals of the two*". The list includes things of the most diverse: land properties, livestock, tools, harness, wood, seeds, grains, fruits and other foods, etc.

Their household's size was quite significant: 10 *iugăre* of land and 5 *iugăre** of pasture, 5 oxen, 3 cows, 1 heifer, 1 calf, a cart, important quantities of fruit, flour, corn, hay, various tools (shingles, flour measure, shovel, braided baskets, one saddle with all accessories, forks, scythe), wood etc. All of these were owned by the man, the woman taking just the bedding, 5 wire links for

* iugăr (lat. jugerum, germ. Joch) - unit of area equivalent to 0.57 of a hectare

sacks and 3 bags. During the period of separation, before the divorce is over and before the sharing of goods, the man sold some animals, hay, straw, corn and fruit valued at 226 florins and 46 farthings. Part of the amount - 26 florins – was given to the wife in the previous year but the remaining assets of more than 200 florins, were to be divided or quantified in the sharing of wealth. The document expressly mentions the "*significant loss of livestock in inventory*", practically 166 of the 226 florins being obtained from the sale of 4 oxen and 3 cows.

I do not know to what extent secular authorities were involved in stopping the phenomenon of family dissolution through divorce, but the context of the document shows clearly that the one in charge with the investigation of their situation makes consignments and even recommendations based on what he found. His sentence is clear when he says that "*as regards the life of the two, it cannot expect an improvement*", living under the same roof being unrealistic in his view. Moreover, he considers that "*to prevent any danger it is better that the two separate for ever*". To strengthen his statements, he claims that the neighbours confirmed what he said. The conclusion was that the two spouses had different tempers and "*could not get along particularly from the husband's guilt*". The document does not refer to any concrete blame as conjugal violence or adultery, but notes that after 16 years of marriage the two must separate.

The second case is more complex because of the assets held by the two. The marriage of Mathias Albrecht with Ursula Tuskanitzin had place a few years ago, more precisely in 1791 (contract IV). What happened in this family so that living together in 1799 could not be possible anymore we could not learn in a concrete way. However, a possible cause could be related to some debts of the widow which initially were overlooked in the contract and that is why later was added an additional item. Failure to comply with their own promises was a major cause of divorce also in other parts of Europe (Goody, 2003, p. 93).

The inventory of assets of the two highlights a family with above average resources, with properties and substantial income. This is observed inclusive in the marriage contract where the future bride's dowry was 1900 florins, more than any other dowry listed in the above contracts. Her former husband – Mathias Albrecht – was a carpenter, who certainly enjoyed foraging, judging by the revenue he had to receive from various persons or even official institutions of Arad and Pecica. The amounts of money collected could have been loans, but taking into account the profession practiced by Mathias Albrecht and that organs were among the borrowers we excluded this fact.

Probably after some performed works, he had to receive payments from 30 debtors. The values of these sums were very varied, ranging from 2-3 florins for some people to 279 florins that he had to receive from the pay office of Arad or 159 florins from Pecica authorities. Other sums were to be received from various people such as Mr. Nemiro - 100 florins, Mr. Warsteiner - 78 florins, Mr. Henter - 50 florins etc. In total, these revenues amounted to 1169 florins and 7 farthings and were to be part of the category of amounts that were to be divided. Their properties prove, once again, that we are facing a wealthy couple. They owned two houses - one of 3000 florins and other valued at 2600 florins - a vineyard of 1000 florins in Minis, a dwelling with house and garden of 200 florins, a small house in the old fortress of 80 florins etc. the total value amounting to 7373 of florins, also to be divided.

Other sums, entered in question, came from the sale of goods or properties that Ursula Tuskanitzin inherited after the death of her former husband and brought in her new family. These accounted for a total of 3240 florins and 14 farthings. At one simple addition the amount of wealth, which was to be divided, raised to 11.782 florins and 21 farthings. From this sum was subtracted 1900 florins, which was brought by the woman as dowry, remaining 9882 florins and 21 farthings as net value, i.e. 4941 florins and 10,5 farthings apiece.

This document, dated as of January 1799, is drafted in the purpose to evaluate as accurately as possible the assets to be divided.

In addition to legal information, both inventories which led to the compilation of documents on which was to be divided the wealth reveal a different perspective on the history and daily life in Arad at the end of the XVIIIth century. Beyond the matrimonial problems, the documents give us the complete picture of what meant a certain type of household and its structure back then. In the first case, we are facing an average household with obvious agricultural purposes judging by the number of animals, tools, implements and products at home and in the second, we deal with an important artisan's family, a richer family, given the number and value of properties and income.

The price of immovable and various products in the epoch are not to be neglected. Hereby, we learn that 2 large bullocks worth together 77 florins, a cow - 19-22 florins, a measure* of corn - 1 florin and 32 farthings, a measure of fruit - 2 florins and 32 farthings, a house of a well off family - 3000 florins, a vineyard in Minis with the afferent outbuildings - 1000 florins etc.

* Measure used in this period is called *câbla* or *cubul* (lat. cubuls, germ. Kübel, magh. köböl). In Arad county this measure had a volume of 124.9 litres (Cf. Ciuhandu, 1940, p. 111).

Conclusions

This study proposed, first, to carry out, based on archive documents, an incursion as regards matrimonial relationships with all legal, economic and social connotations involved. The marriage contracts studied fall into a typology more closely of what was happening in the same period in Western Europe than in South Eastern Europe. This is because, as I noted, such acts have emerged within the former county of Arad in the XVIIIth century after the establishment of Habsburg domination and after the German colonists were brought into the area.

The Europe of the eighteenth century was not homogeneous as regards the familial systems, despite the common denominator - the Christian religion. No doubt, that the old differences based on ethnicity, social class and geographic areas affected practices in the “Century of Lights” (Goody, 2003, p. 123). Certainly, in Arad County the family characteristics among Orthodox were different from those of Catholic families. Unfortunately, the archives keep too little categories of documents on which we could reconstruct aspects of family life among the population of Orthodox religion, so by default for the Romanian population. Less information we have about families in rural areas, where, in the XVIIIth century, Romanian ethnics were the majority. Maybe just the retrospective method of ethnography and historical anthropology studies can make additions to that effect, and future research will pursue this issue.

References

Sources

DJAN Arad, *fond PmA*: Direcția Județeană Arad a Arhivelor Naționale, *Fond Primăria Municipiului Arad*. (National Archives of Arad County, *Fund Arad City Hall*).

Secondary bibliography

Goody, 2003: Jack Goody, *Familia europeană. O încercare de antropologie istorică*, Iași, 2003

Hufton, 1995: Olwen Hufton, *The Prospect Before Her: A History of Women in Western Europe, Vol. 1, 1500-1800*, Harper Collins, 1995

Ciuhandu, 1940: Gheorghe Ciuhandu, *Românii din câmpia Aradului de acum două veacuri*, Arad, 1940

Stuart, 1994: Eileen F. Stuart, *Dissolution and annulment of marriage by the Catholic Church*, Sydney, Federation Press, 1994