(Re)marriage Patterns and Marriage Contracts in the Hungarian Market Town of Óbuda in the 18th Century

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Beside last wills, marriage agreements are one of the most important sources for studying family life of bourgeois and peasants of the 18th century. By analysing these contracts and completing its data (for instance, studying the status and age of the couple) we can size up some tendencies in the marriage mart. The subject of our investigation is the society of Óbuda/Altofen, a market town. It is particularly interesting, because its population was composed by various ethnicities.

About marriage costums in general The seasonality of marriages

Due to the mixed religious and ethnic composition of Hungary in the 18th century, the seasonality of marriage shows great diversity. In general, it can be said that during the fasting period (Advent and Great Lent) they married only in exceptional cases, the peaks of marriages being in the months preceding these two periods, such as November (Little Carnival) and January-February (Great Carnival)¹. Some examples of regional differences and diversity: in the market town Csetnek (Gömör County, Northern Hungary), both Catholics and Lutherans adhered to the prohibition of marriage during the fasting period, most marriages for both denominations taking place in the above-mentioned three months during this century². In the first quarter of the century, the inhabitants of the royal free city Pest chose the carnival period for their weddings³. In the settlements of the Great Hungarian Plain, for instance, in Kecskemét, the Reformed people did not marry at all in December, couples typically getting married during Carnival (January-February)⁴. In the same region, in another typical Calvinist town,

¹ Weddings during Advent and Lent were forbidden by the Council of Trent. András Péter Szabó, *Menyegzőtől mennyegzőig. Gondolatok a házasságkötési szokásrend magyarországi fejlődéséről*, "Századok" 144 (2010), 5, p. 1051.

² Eszter Baros-Gyimóthy, Házasságkötési szokások Csetneken az evangélikus és a katolikus anyakönyvek tükrében 1730 és 1807 között, in Társadalom- és életmód-történeti kalandozások térben és időben: A nyugat-dunántúli végektől a Kárpátokig (ed. Zsuzsanna J. Újváry), Piliscsaba 2014, p. 162.

³ Mihály Pásztor, Buda és Pest a török uradalom után, [1936], p. 102.

⁴ Gábor Székely, *Reformátusok Kecskeméten a 16–18. században*, Doctoral dissertation, Budapest 2016, p. 187.

Túrkeve, until the middle of the century, December (!) and January signified the peak period of matrimonies, while from the 1770s May and November also became popular⁵. In the centre of the coutry, Pest and Buda, where we can witness the continuous immigration of new residents, even at the beginning of the 18th century, an insignificant difference in the distribution of marriages per month can be shown⁶.

Examining the day of weddings, we can also discover differences between the members of other regions and denominations, but as a general feature, it can be said that Catholics preferred to get married on Sundays, and Reformed people in the middle of the week⁷. For instance, in the middle of the century, Sunday and Monday were still the most popular wedding days for Reformed people in the above-mentioned Túrkeve, and thanks to the repeated actions of the Hungarian Council of Governor against Sunday weddings, Tuesday became the day of marriage from the 1760s⁸. On the other hand, the German-speaking Lutheran bourgeois of Pozsony (Pressburg, now Bratislava) preferred Monday and Tuesday as wedding-days⁹. From the end of the century, Sunday began to become popular as a wedding day throughout the country¹⁰.

The seasonality of marriage can be seen in Óbuda as well (**Figure 1**). At the beginning of the century, they did not marry at all during Lent, and in the second half of the century they only married occasionally during the period of Advent and Lent (the latter usually meant March)¹¹. The forbidden celebration period in Advent was held more strictly, and only in the last case, for example in the case of a child born/to be born out of wedlock, did the couples request their matrimony. It cannot be stated that the widows in Óbuda took the prohibited period less strictly, the more we can observe the desire of the pregnant woman to marry,

⁵ In addition to November, May ('Green carnival') became a popular period in the 18th and 19th centuries. Julianna Örsi, *A túrkevei református házasságkötések társadalomnéprajzi vonatkozásai*, in *Túrkeve földje és népe 3* (ed. Julianna Örsi), Karcag 2000, p. 122., A. P. Szabó, *op. cit.*, p. 1051.

⁶ In Buda, at the turn of the 18th and 19th centuries, they also married during Lent and during Advent, but in a smaller proportion than during the rest of the year. Tamás Faragó, *Seasonality of Marriages in Hungary from the Eighteenth to the Twentieth Century*, "Journal of Family History" 19 (1994), 4, p. 333-350.

⁷ A. P. Szabó, op. cit., p. 1046.

⁸ J. Örsi, op. cit., p. 124.

⁹ E. Baros-Gyimóthy, op. cit., p. 171.

¹⁰ Sunday was already popular in Catholic communities. For Catholics Friday, for Lutherans Sunday and the Feast of Tabernacles were previously considered forbidden days. At the beginning of the century, Lutherans wedded on Sunday only in special cases, for instance, if the spouses were widowed persons. *Ibidem*, p. 168-171, 185.

¹¹ Until the end of the 18th century, Protestants also abstained from marriage, this can also be observed among the Reformed people in Óbuda. T. Faragó, *op. cit.*; J. Örsi, *op. cit.*, p. 124; E. Baros-Gyimóthy, *op. cit.*, p. 162-163; G. Székely, *op. cit.*, p. 187-188.

who tried to avoid her unborn child being baptized as illegitimate¹². A popular time for marriages was in the months before or after Advent and Lent. Throughout our era, the busiest month was November (before Advent), followed by the carnival period (January-February). After Easter, at the end of spring, another smaller peak period can be observed in May.

Period / Month	January	February	March	April	May	June	July	August	September	October	November	December
1705-1725	47	35		29	33	25	27	19	18	18	76	
1726-1750	132	90	5	33	73	63	45	36	53	27	190	2
1751-1775	224	172	21	71	132	90	58	69	62	56	276	1
1776-1800	212	286	26	55	148	92	87	75	102	82	179	9

Figure 1. A seasonality of marriages in Obuda in the 18th Century

Marriage 'trends' in Óbuda

The changes in the rates of first marriages and remarriages can be examined through the data of the Catholic and Reformed registers of the city (Figure 2). The registers of the parish of Saint Peter and Paul contain entries from 1704, and until 1784 the data of the Reformed people can also be found here¹³. The religious difference also had an ethnic background. The majority of the Catholic population was made up of German-speaking families as a result of the organized resettlement during the Zichy era and afterwards spontaneous settlement during the century. A smaller proportion of Catholics were Hungarians and so-called 'Catholic Rascians' (contemporary collective noun for Croatians, Šokci etc., who latter gradually lost their independent identity in the second half of the century and merged into the German and Hungarian population through ethnically mixed marriages). The majority of the Reformed inhabitants were Hungarians whose ancestors had already lived here in the Ottoman period. Based on these different denominations and ethnicities, different marriage customs, trends are detectable. No registers of the Jewish people who settled here during the century have remained, therefore we could not conduct a similar study of their marriage habits.

Entries in registers from the first half of the century are often incomplete or unclear, which makes the research difficult. For instance, in many cases, next to the bride's name, the abbreviation 'v' is simply added, which can be resolved

¹² Observance of the prohibited marriage period shows regional differences. E. Baros-Gyimóthy, *op. cit.*, p. 181-182, 185.

¹³ For digitized copies of the registers, see Budapest City Archives (BFL) Microfilms, Church registers (XV.20.2) A22, A185, A186. We also used as supllement the online database Ortsfamilienbücher Óbuda (https://www.online-ofb.de/obuda/?lang=de).

by both *virgo*, i. e. unmarried, and *vidua*, i. e. widow. The most uncertain period is the 1730s: Christian Ignaz Barwik, the parish priest in charge of the registers, died during the plague epidemic of 1739-1740, and the Trinitarians who took over his duties hurriedly recorded the most necessary data: the names and the date. In more than half of the entries from this decade, neither party's marital status is known (194 cases out of 340 entries, i. e. 57%). From the later period, incomplete entries only occasionally occur, registration becoming more accurate.

The data of the first half of the century - taking into account the aforementioned uncertainty factor - reflect the fluctuation of the newly settled population in the town. First marriages became really significant in the second half of the century (53% of registered marriages in the 1750s). The proportion of marriages between widowed and unwed persons can also be said to be significant, although it shows a minimal decrease over the course of the century: in the decade following the plague, 39% of marriages were clearly of this type (123 cases)¹⁴ and by the end of the century almost a third of the records contained such cases (30%) in the 1780s, 31% in the 1790s). After the early death of a spouse, it was customary for both women and men to enter into a new marriage. The reason could be that a widowed parent with a young child sought help from the new couple in childrearing, housekeeping, and managing the family economy (Document 3). For a newly settled man, marrying a local widow was considered a typical strategy for settlement (especially if the woman also brought a craft-guild 'heritage' into the marriage, i. e. it enabled the man to establish his own business and independent craft through the marriage). Throughout the century, the number of marriages between a widower and an unwed woman or between an unmarried man and a widow is similar, and no significant difference can be detected between the two types.

Speaking of marriage between widowed parties, it is worth mentioning that even young widowed parties could enter into a marriage for a different motivation than middle-aged couples, who no longer chose marriage for the sake of raising children and offspring, but for the sake of mutual care. Among the marriage contracts in Óbuda, there are examples of marriages between both young and older widowed spouses. Marriages between widowed parties occurred in a higher proportion at the beginning of the century (before 1720) and in the middle of the century (1741–1770, 10% in all three decades), as well as in the 1780s. By the end of the century, this type recedes and slowly goes 'out of fashion'.

 $^{^{14}}$ Supplemented with widow-unknown weddings, this proportion amounts to 42% in the period between 1741 and 1750 (131 cases).

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	e	Wid	lower	Widow			
Decade	First marriage	Unwed woman	Unknown status of the woman	Unwed man	Unknown status of the man	Widowed spouses	Both spouses with unknown status
1705-1710	16	7	2	9	6	9	1
1711-1720	62	18	1	32	9	30	1
1721-1730	73	26	4	32	9	17	30
1731-1740	17	15	9	6	30	26	194
1741-1750	133	63	3	60	5	32	8
1751-1760	224	74	1	79		46	
1761-1770	261	104		103	4	51	
1771-1780	242	95	4	78	7	38	9
1781-1790	289	84	5	81	4	56	
1791-1800	300	89		98	6	41	7

Figure 2. Typology of marriages in Óbuda based on the entries of the Catholic and
Reformed Church registries (1705-1800)

The age of the spouses

The ages the marrying spouses were indicated in the registers from 1771 (**Figure 3**). Based on this, we can examine the features of each marriage-type (without going into the possible inaccuracies of the age written in the registers). In the case of first marriages, men typically get married between the ages of 20 and 25, but it is not uncommon for the groom to be between the ages of 26 and 30. A particularly young (16, 17 years old) or older (over 40 years old) groom is rare. Women typically got married at the age of 18-25, but a younger bride (16-17) was not an unknown phenomenon either. There are only two examples of 15-year-old brides; based on the low number, this was considered an extreme case even in the era. The average age of the grooms was 24.5, and that of the brides was 20.9. In about half of the first marriages (422 couples), the man was barely 1-5 years older than the bride, and in 20% (160 couples) the groom was 6-10 years older. There are 10.5%, respectively 10% of the cases (85 and 80 couples) where the parties were either the same age or the bride was at least 1-5 years older than the groom.

I. First marriages			
Groom	Bride		
24.5	20.9		
II. Widowed – unwed spouse			
Widower	Unwed bride		
38.4	23		
Unwed groom	Widow		

32			27	
III. Widowed spouses				
Widower			Widow	
47			39	
		a .		

Figure 3. Average age (years) of spouses

We examined marriages between widower and unmarried woman and between unmarried man and widow separately. The former usually characterized an unequal relationship favourable to the man, which was also manifested in the more marked age differences. The average age of the widower here is 38.4 years, that of bride is only 23, the average age difference between the parties is 15 years in favour of the groom. A marriage between a widower over 60 and an unmarried bride aged 21-25 is not uncommon. According to the numbers, widowers specifically tried to choose a younger unmarried bride, widows typically married an unmarried man slightly older than them, who, in the case of craftsmen, could be the bachelor who married the master's widow and thereby 'inherited' the master's rights.

In marriages between widowed parties, the average age of men was 47, and that of women was 39, i. e. the gates were closed earlier for women, which was partly explained by the age-related female fertility decline¹⁵. In this type of marriage, it is not uncommon for the husband to be older, between the ages of 40 and 60 (over 60 is considered an extreme example), while widows tend to choose widowers in their 30s and 50s. In more than three quarters of the cases, the groom was older than the bride (78%).

About marriage contracts in general

In the 18th century, the practice of *móring (Morgengabe)* was widespread nationwide both among bourgeois and serfs, and recording it in writing became a common practice in the second half of the century. Two types can be distinguished, the Transdanubian one, which continues to inherit city law, and the Great Plain one, which follows the national customary law. The first type is characterized by reciprocity between the parties, securing the position of the surviving spouse (this

¹⁵ E. Baros-Gyimóthy, op. cit., p. 162-163.

can also be observed in the contracts in Óbuda), while the latter confirmed the man's intention to marry¹⁶. It was usually done at the time of betrothal¹⁷.

From the beginning of the 18th century, it was customary in Buda to write down the marriage contract, which often served as a joint and mutual will¹⁸. For the sake of authenticity, it was written in two copies, for both parties¹⁹. In addition to property law issues, the widowed spouse could also dispose of children from a previous marriage.

Marriage contracts in Óbuda

In the 18th century Óbuda, there are records of 232 cases where the parties concluded a marriage contract (more than ten copies of these have been preserved in different versions, or are referred to in other places besides the contract, such as in minutes). Most of these can be found in the council documents, which contain rather mixed sources (often probate records – 181 cases). 42 additional 18th-century contracts survived in the separate collection of marriage contracts, while 11 cases were recorded in the minutes of council meetings²⁰. It should be noted that 20 agreements were not concluded in Óbuda, they were either legacies of people who settled here later, or they were contracts where one of the spouses was from Óbuda, and the couple later lived out their lives here²¹. The documents are usually referred to as a marriage contract (*Heyrats-Contract*), and the terms *móringolás, móringlevél* (i. e. 'dowry-letter') appear in Hungarian sources²².

¹⁶ The trans-Danubian type deals with the date of the husband's possible death or the birth of a child (i. e. the woman actually received the *Morgengabe* if the husband died within a certain period of time or childless). The contract is usually mutual, the bride also gives a present, known 'counter-*Morgengabe*'. In the Alföldi-type, the man usually gives the woman real estate. Ernő Tárkány-Szűcs, *Magyar jogi népszokások*, Budapest 1981, p. 349-366; Péter Dominkovits, *Móringlevelek Győr megyéből. Válogatás a megyében lakók, megyei birtokosok móringleveleiből 1731–1837*, Győr 1992, p. 5-12; Csaba Schmidtmayer, *Német nyelvű móringlevelek a Kuny Domokos Múzeum gyűjteményében (1792-1843)*, "Komárom-Esztergom Megyei Múzeumok Közleményei" 19 (2013), p. 127-138.

¹⁷ P. Dominkovits, op. cit., p. 7; Cs. Schmidtmayer, op. cit., p. 128.

¹⁸ György Bónis, *Buda és Pest bírósági gyakorlata a török kiűzése után, 1686-1708*, Budapest 1962, p. 278, 281.

¹⁹ This was usually noted in the contract clause. For instance BFL Documents of the council of Óbuda (V.1.b) nos 57, 58, 75, 82, 88, 92, 100, 103, 105, 110, 116, 129, 131 stb.

²⁰ BFL Minutes of the council of Óbuda (V.1.a) Bd. 4-8., BFL Marriage contracts of Óbuda (V.1.x).

²¹ BFL V.1.b no 11 (Buda 1748), no 13 (Buda 1748), no 14 (Tök 1740), no 27 (Solymár 1755), no 43 (Buda 1759), no 46 (Buda-Újlak 1759), no 48 (Buda 1759), no 57 (Buda 1760), no 116 (Buda 1765), no 174 (Bécs/Karlstadt 1727), no 456 (Buda 1758), no 533 (Buda 1757 and 1758), no 795 (Buda 1781); BFL V.1.x no 10 (Solymár 1742), no 83 (Buda-Újlak 1789), no 103 (Buda-Újlak 1742), no 109 (Buda 1784), no 216 (Buda 1799).
²² For instance BFL V.1.b no 828 (1792).

Examining the distribution of the contracts by decade, it is clear that in Obuda, like in other parts of the country, recording the conditions of marriage in writing became a widespread practice in the second half of the century, actually an affordable service provided by the notary of the town²³. In four-fifths of the cases (172), in addition to the date of the contract, we also have the date of the wedding - based on the registers (Figure 4). Based on this, it can be said that the parties typically tried to put the foundations of their future relationship in writing even before the marriage (usually a few days, at most a month)²⁴. The German-speaking Christian Singer and Maria Magdalena Rohrmannin made an agreement on the occasion of their engagement in 1724²⁵. In the case of Hungarian couples, the groom promised a gift (*móring*) on the occasion of the engagement²⁶. On this occasion, Judit Ország and János Nicolics issued a mutual engagement letter (*móringlevél*), which was signed in the presence of the groom's brother and mother, and the bride's future father-in-law. The groomsmen were also present at the event²⁷. At Catharina Württlin's contract, her mother and brother-in-law supported the bride with their presence²⁸. The contracts concluded on the wedding day presumably only recorded the previous agreement, just the signing was adjusted to the ceremony celebration. After the wedding, the parties also tried to put their terms in writing within a month at most.

	Number of	Time of signing the contract				
Decade	surviving marriage contracts	Before wedding	On the wedding day	After wedding		
1721-1730	4			1		
1731-1740	6	1	1			
1741-1750	14	6		2		
1751-1760	27	8	2	1		
1761-1770	42	22	8	2		
1771-1780	50	24	11	4		
1781-1790	54	29	6	3		

²³ P. Dominkovits, *op. cit.*, p. 7.

²⁴ This was also common in German-speaking areas, the custom of an agreement following the ceremony was more of an exception.

Eleonóra Géra, Házasság Budán. Családtörténetek a török kiűzése után újjászülető (fő)városból 1686-1726, Budapest 2019, p. 79-81.

²⁵ BFL V.1.b no 11.

²⁶ István Országh to Anna Pölöskei, 13 August 1781. BFL V.1.b no 456.

²⁷ The man gave his spouse 50 forints, the woman her few belongings, her bed, her wedding-clothes, 29 forints, which she got from her father. Engagement letters of János Nicolics and Judit Ország, 21 January 1789.BFL V.1.b no 585.

²⁸ Marriage contract of Catharina Württlin and Reichardt Schwall, 22 February 1772. BFL V.1.b s. d. no 17.

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1791-1800	24	16	2	5
undated	11			
Total	232	106	30	18

Figure 4. The surviving marriage contracts and the date of their conclusion relative to the wedding day

Regarding the dates of the marriage contracts, we did not find any cases where couples were married during a prohibited period (for example, during Advent). Concerning the status of the spouses, we can say, they used the option of a written agreement typically in the case of unequal (i. e. widowed-unwed) parties, followed by the contracts of widowed couples, and finally those of first-married couples (**Figure 5**). The over-representation of widowed-unwed pairs in marriage contracts can also be seen in marriage contracts of other parts of the country²⁹.

	Bride				
		Maiden	Widow	Unknown	
00m	Unwed	34	55	3	
ro	Widower	56	39	8	
9	Unknown	1	11	25	

Figure 5. Family status of the contracting spouses

The question arises as to who and why they signed a marriage contract at all. Primarily – as in the case of last wills – persons who had some property, and secondarily persons who were not married for the first time and wanted to settle the issue of children and property from their previous relationship. The willingness to enter into contracts can also be demonstrated at the level of individuals, i. e. those who entered into a contract on the occasion of their first marriage followed this habit later on³⁰. Among the members of the city's more affluent families and their kinship, the practice of concluding contracts can also be observed in greater numbers. Both parent and child entered into a contract, for instance see the case of Georg Krenn's widow (1765), then his sons Anton Krenn (1781) and Andreas Krenn (1782), or the case of Andreas Heidlinger (1754) and his daughter Elisabetha $(1777)^{31}$.

²⁹ P. Dominkovits, op. cit., p. 7; Cs. Schmidtmayer, op. cit., p. 128.

³⁰ 15 men have more than one marriage contract, of which Hubertus Lauttenbach and Paul Müllner have three each. For women, due to changing surnames, the question is more difficult to examine. BFL V.1.b nos 533 and 623. About Lauttenbach, see Katalin Simon, *Remarriage Patterns and Stepfamily Formation in a German-speaking Market Town in Eighteenth-Century Hungary*, "Hungarian Historical Review" 8 (2019), 4, p. 774-778. ³¹ BFL V.1.b 23, 171, 203, 207, 313, 315, 336, 353, 481, 547, BFL V.1.x no 191.

Remarriage – motivations of the widowed spouses

Among the men who remarried, in 10 cases they entered into an agreement on the occasion of their third marriage, and in three of these cases, the groom chose a maiden for the second and third time. Among remarrying and contracting women, in 8 cases were two previous marriages detectable. Three marriages were not uncommon in the lifetime of either men or women, but more than this was considered rarity in the case of women.

In 36 cases for men and 33 for women, it was possible to determine the exact date of the death of the previous spouse, and based on this, it was possible to check, on a sample basis, how much time had passed until remarriage and whether the year of mourning had been kept. Although this cannot be considered a representative survey, the available data also show that men who entered into a new relationship with a contract looked for a new partner very early: in more than half of the cases within one or two months³². The reason behind the rapid remarriage of men was usually that the man was a widower with young children whom he could not have taken care of raising on his own. Of the 21 men who get married during the quarter year, 14 mention their young children, one of them their stepchildren, in their contracts. Typically, children between the ages of 1 and 5 lived in these families.

It is no coincidence that in these cases special attention was paid to the situation of the children: on the one hand, their paternal and maternal inheritance was determined, but in some cases they felt the need to indicate separately: the future stepmother should love the children as if they were her own^{33} . It was particularly difficult if the previous wife died during childbirth or due to complications following it. We found 8 examples of this, in 3 of which both the newborn and the mother died almost at the same time. In such cases, finding the new mother was a vital issue. There are two contracts where the father had to take care of the baby left behind by the mother who died in childbirth. Despite the new marriage, none of them made it to the one-year mark – whether it was due to the already high infant mortality rate or inadequate care, is undecidable³⁴.

³² The faster remarriage of men can be observed in other regions and among members of other denominations, too.

Gyula Kocsis, Családrekonstrukciós vizsgálatok a XVIII. század második felében Cegléden, in Néprajzi, történeti tanulmányok (ed. Rozális Farkas), Szentendre 2004, p. 47; Gyula Benda, Zsellérből polgár – Társadalmi változás egy dunántúli kisvárosban: Keszthely társadalma, 1740-1849, Budapest 2008, p. 146-147; E. Baros-Gyimóthy, op. cit., p. 186-187.

³³ For instance BFL V.1.b no 163. Marriage contract of Wolfgang Untersee and Magdalena Hiedlin, 24 February 1756. About their family see K. Simon, *op. cit.*, p. 779-783.

³⁴ Fidely Matheiser's wife, Maria Anna, died on 29 April 1765. Their son, Hans Jörg, was then only 16 days old. Matheiser married his new wife, Magdalena Harrer, on May 27, but the boy died two months later, on July 30. BFL V.1.b no 113., BFL XV.20.2 A186 no 21.

Despite the fact that contemporaries liked to mock the rapid remarriage of women, in the case of widows we see a more balanced time distribution. Based on the contracts, it seems that the existence of infants did not necessarily hasten the choice of a new partner. An exceptional case is the mother, who became widow, thus left alone during pregnancy. Elisabetha Jetzl, for instance, was widowed at the age of 19 in April 1760, and a month before the birth of her son, Andreas May, she entered into an agreement with her new partner, the stonemason Lorenz Lieffner. In the contract the woman stipulated that Lieffner should recognize her unborn child as his own and provide him with such paternal care as his future own children³⁵. Mihály Csonka's widow, Erzsébet Sinka, chose a different strategy: she became a widow in April 1762. Her posthumous son, Mihály Csonka Jr. was born a quarter year later, whom she raised as a widow, together with his three sisters, until the infant became six months old. During this time, her youngest daughter, who was barely older than Mihály, died. Erzsébet Sinka presumably needed a helping hand in managing the household, as her new husband, first-married János Bukorik, was only able to offer 'his honourable name and the care of the goods'³⁶.

The later a widow remarried, the more a power shift in her favor can be observed in the contracts. Their main concerns were raising children and managing the family economy. When Paul Zeller's widow, Francisca, after three years of widowhood, married Christian Fritz, who was 10 years her junior, she took care of seven children (between the ages of 4 and 17), for whom she determined their father's inheritance, the rest of the dowry for her daughters, and stipulated to her fiancé that he is obliged to take care of the family's vineyard until the youngest child reaches adulthood³⁷. In Anna Maria Brenner's contract signed after eight years of widowhood, raising children and taking care of property also played a major role³⁸.

The articles of the contracts

The marriage contracts of the era are simple and have an easy-tounderstand structure. In addition to the promise of love, loyalty, and honesty, the parties first recorded the things brought into the relationship by the groom and then the bride (movables and real estate), touched upon the issue of possible children

³⁵ Her husband, Jacob May, died on 17 April 1760. Lieffner and the widow agreed on 19 October 1760, and the church wedding was nine days after that. Andreas was born on November 30. BFL V.1.b no 247, BFL XV.20.2 A185 nos 446 and 656, A186 no 168; K. Simon, *op. cit.*, p. 767.

³⁶ BFL V.1.b nos 130, 548; BFL XV.20.2 A185 nos 453, 666, A186 no 178.

³⁷ Marriage contract of Christian Fritz and Francisca Zellerin, 7 January 1771. BFL V.1.x no 101.

³⁸ Both she and her widowed husband, Johann Krieg, were already considered old (49 and 48 years old respectively), and the woman's children were also older (9-17 years old). Marriage contract of Johann Krieg and Anna Maria Brenner, 14 February 1793. BFL V.1.x 1793.

from a previous marriage and those to be born, in some cases the parents of the parties, and finally the actions in the event of the death of each party (thereby ensuring the position of the other in the family, against the collateral relatives and descendents).

In the case of early 18th-century Buda, György Bónis distinguishes between dowry (*Heyrath Guet*), separate property (*Paraphernal Guet*), wedding gift (*Widerlaag*) and morgengab (*Morgengab*) in matrimonial property law based on Austrian law. A distinction was made between the latter two in Bavarian-Austrian law. According to Bónis, the marriage contract primarily protected the woman's interests³⁹. In the Óbuda documents, these terms rarely occur (with the exception of *Heyrath Guet* and *Morgengabe*), instead we find periphrases⁴⁰.

The real estate was usually a house, a vineyard, and in the event of the groom's possible death, a widow's apartment (*Wittib Sitz*) could be assigned to the wife in advance⁴¹. The parties preferred to keep a vineyard for themselves as freely available separate assets⁴². As movable property, both parties could give – or promise – each other cash, house furnishings, vinicultural tools, drinks (wine, *pálinka*), domestic animals (cows, calves). The bridegrooms offered money, less often real estate (for example, half of the house) as *Morgengabe*⁴³. The dowry of the maiden usually consisted of some cash, a furnished wedding bed, a hope chest, a wedding dress⁴⁴, and for the richer ones even a vineyard, possibly a house or part of a house.

Millers could offer their mills, craftsmen the right to practice their craft, their workshop and its equipment. Men could offer the craft if that was all they could offer, and if they married a craftsman's widow, they also promised to raise their future stepchildren and teach their stepson to craftsmanship, to properly marry of their stepdaughter later. The power of widows is best displayed in these types of contracts (**Document 2**).

³⁹ Gy. Bónis, *op. cit.*, p. 278, 281.

⁴⁰ For example, the verb *verheyrathen* introducing the dowry is used by both parties. BFL V.1.x no 12. (1792) *Verheürathet* (the groom) – *wiederleget* (when describing the bride's dowry/wedding gift). BFL V.1.x no 13. (1761); 'true dowry' *(zum wahren Heürath Guth)* pl. BFL V.1.b s. d. no 18. (1776)

⁴¹ Hieronymus Dorsch provided Catharina Fingerhutin with the widow's residence on the condition that if the woman did not get along well with Dorsch's children from his previous marriage and moved elsewhere, the children were obliged to give her 12 forints a year and take care of her maintenance. Marriage contract of Hieronymus Dorsch and Catharina Fingerhutin, 14 November 1767. BFL V.1.b no 733.

⁴² "zu ihrer freywilliger Disponirung damit Sie mit diesen frey schalten und walten könne", BFL V.1.b s. d. no 18. (1776).

⁴³ For example, János Német offered Anna Pölöskei 200 forints in 1758, and he confirmed his provision in his last will. BFL V.1.b no 456.

⁴⁴ 'a proper wedding dress', marriage contract of Helena Resslerin and Johann Michael Jekl, 17 November 1773. BFL V.1.b no 420.

Clarifying the inheritance of the stepchildren from the previous marriage of the previous spouse was considered a sensitive issue, therefore their rights and the possible existing obligations of the stepparents were recorded in a separate point⁴⁵. They tried to settle the ranks of such stepchildren and their rights before the new marriage⁴⁶. Common children to be born in the future are rarely mentioned in the agreements (23), namely with the aim of clarifying the property relations between them and the existing offspring, so in these cases at least one of the parties was widowed. Love, loyalty, and honesty were naturally part of the mutual promise. If it was specifically emphasized, it was usually because those spouses could not give their partner anything else. The value of chastity was especially emphasized for maidens, so much so that there were times when someone was married because of dishonour⁴⁷. Chastity was also important in the case of a large age difference (the younger the maiden – the older the widower). The most blatant example of this is the case of János Valássik. The 63-year-old bootmaker married for the third time in 1797. His bride, Liszy Boris, was 44 years younger than the widower, who could only offer the maiden 'honesty and love'. Due to the spectacular age difference, it appears that the man was not – or not only – looking for a spouse, but someone who would take care of him in his old age^{48} .

The parents of the spouses rarely appear in the contracts, and not accidentally, especially in the case of first marriages (in 14 out of 21 cases). In most of these cases, the parents are the strongest actors in the contract, who asked the newly-weds in exchange for some property (house, vineyard) for maintenance (*Ausgedinge*), which meant the provision of a separate apartment, and in the case of a bad relationship between the parties a move and a monetary allowance (**Document 1**)⁴⁹.

The previous spouse could be included in the contract not only because of his children, but because of the final rites promised to him, but not yet fulfilled:

⁴⁵ Her stepparents promised 14-year-old Anna Maria Neubauerin the care of her vineyard until her marriage and a marriage bed. Marriage contract of Paul Müllner and Catharina Weißin, 24 February 1778. BFL V.1.b no 623.

⁴⁶ A written contract was also not always a guarantee of protecting the inheritance of children from a previous marriage. K. Simon, *op. cit.*, p. 780.

⁴⁷ Marriage contract of Anna Maria Renner and Michael Schmulcz, s.d. BFL V.1.b no 524-525.

⁴⁸ The man's second wife – who was 16 years younger than him – died only 7 months before Valássik next marriage. Marriage contract of János Valássik and Boris Liszy, 24 May 1797. BFL V.1.x no 76.

⁴⁹ About the maintenance (Ausgedinge), see K. Simon, Szülői betegség – gyermeki gondoskodás: Idősgondozás a 18. századi Óbudán az eltartási szerződések tükrében, "Korall" 21 (2020), 82, p. 79-101. About the role of parents in marriage contracts, see Margareth Lanzinger, Paternal authority and patrilineal power: stem family arrangements in peasant communities and eighteenth-century Tyrolean marriage contracts, "The History of the Family" 17 (2012), 3, p. 343-367.

this could be the allocation of sums intended for the saying of Holy Mass, charitable donations⁵⁰. Though, the parties could clarify such actions (donations, *pia legata* etc.) not only in their last wills, but also in the marriage contract⁵¹.

Did the marriage contract operate well?

The question arises: did this contract protect the interests of the parties effectively? It is certain that in the event of conflict between the couples, the women could refer to the observance of the contract as a compelling argument, thus the proper care of the family economy and property. Issuance of parental inheritance to stepchildren also easily incited family discord, in which case the previous contract could have helped the city council or the manor court to make the appropriate decision. An extreme example is the case of Anton and Andreas Krenn, who filed a petition against their stepfather Matthias Sturtz in 1781. After the mother's death, Sturtz would have asked for more money for the work he did on the joint farm, referring to their marriage contract, but the boys claimed that their stepfather had already received everything according to the contract, otherwise during the ten years of marriage, Sturtz was a stroke of fate for them ("nos et Mater nostra a fato Sturcz cruciati simus"), which their neighbors could also testify to. With his innate deceitfulness ("ex innata malitia sua"), the man turned all benefits to his own advantage, saved the movables to his own house. where he then moved and lived unfaithfully separated from his wife for six years⁵². In 1778, two years after her marriage, Anna Maria Häcklin complained to the council of Óbuda about her husband, Franz Linberth, because he did not comply with the points of their marriage contract, did not manage their economy properly, and was also a drunkard and did not perform his daily tasks, their entire marriage was a disaster ("ein üble Ehe"). After questioning the parties, the council ruled in favour of the woman, and advised the man to take care of his marriage and the economy, and to refrain from drinking⁵³. A positive example is that after a wellfunctioning marriage, the spouse could have also remembered the things established in the previous contract in his last will, thus he made a double effort to ensure his partner's inheritance and suitable living conditions, like Hans Georg Schininger, who gave his wife "for her faithful services to him" the marital in

⁵⁰ For example the marriage contract of Martin Kemmer and Anna Schlosserin, 29 December 1764. BFL V.1.b no 105. The woman promised her previous husband, Johann Schlosser, that as long as she lived, she would say one funeral mass or four holy masses for Schlosser every year, and her new husband agreed to this (!).

⁵¹ For instance the marriage contract of Magdalena Pinterin and Joseph Blatzer, 26 January 1760. BFL V.1.b no 26.

⁵² BFL V.1.b Nr. 319., s. d. no 4.

⁵³ "eine unordentliche Würtschafft führet". The contract did not survive, the matter is referred to in the minutes of the council meeting. BFL V.1.a Vol. 5. 24 January 1778.

addition to the assets stipulated in the contract, he bequeathed the other half of his house and its furnishings⁵⁴.

Documents

Document 1. Marriage contract between Matthias Rindfleisch (23) and Catharina Schedlin. Óbuda, 3 January 1768 (BFL V.1.b no 539)⁵⁵

In Nahmen der Allerheilligsten Dreyfaltigkeit Gott des Vatters, Sohns (!), und H. Geistes Amen

Ist an heut Ende geßetzten Jahr, und Dato zwischen den ehrbahren Jungen Geßellen Matthias Rindfleisch als Bräutigamb an einem, dann der ehr, und tugendsamen Catharina Schedlin als Brauth an zweytten in Beyseyn deren zu Ende unterschriebeneb Herrn Beyständen eine ehlige Verlobnus abgeredet, und folglich beschlossen worden, als nemlichen:

Itens. Verheürath Junger Brautigamb seiner lieben Jungfrau Brauth einen Weingarten in der Einßidler Huth neben dem Hanß Georg Berger, als welchen ihm seine annoch lebende Eltern für ßein Eigenthum überlassen. Beynebens überlassen auch die Eltern ihren Sohn anjetzigen Bräutigamb in ihren Hauß von einen Zimer auf A. (!) Jahr dem Juden Zinß nemlich 10 fl. Dagegen

2tens. Verheürath, und widerleget Jungfrau Brauth ihren eben geliebten Brautigamb ein Weingarten in Kayßhüebel mit 7/8, welchen ihr ihro annoch lebende Mutter zu einen Heürath Guth übergibt, beynebens überlasset denen Jungen Brauth Perßohnen die Mutter auch ihr eigenthumblich Theils in ihren Wittibstandt, Theils mit ihren anderten Mann in anjetzigen Stand gebaute Hauß in, und für 250 fl. ßolcher gestalten: das die Mutter in dem Hauß ihren Lebens länglich Sitz in dem Hauß sich vorbehaltet, und Sie die Jungen Ehe Leüth auß dem Hauß zuschaffen nicht bevollmächtiget ßeyn ßollen. Solte ßich aber wider alles Verhoffen, ereigenen, das die Mutter sich mit ihnen nicht Verdragen kunte, und ßelbst auß eigenen willen auß den Hauß gehen wolte, werden ihr die Jungen Ehe Leüth jährlich als einen Zinß 12 fl. zu zahlen schudig, und verbunten ßeyn. So ferner aber

⁵⁴ "vohr ihre mire getreü geleiβtende Dienste". The last will Hans Georg Schininger, 29 November 1758. BFL V.1.b no 325.

⁵⁵ An example for agreement between first time-marrying spouses with maintenance contract. The couple obtained the bride's parents' house on condition that they were obliged to take care of the bride's mother, therefore the contract contains a detailed specification about the future situation of the mother and her living conditions. These contracts – marriage and maintenance contracts (*Ausgedinge*) – at the same time were common practice, especially in German-speaking families.

3tens. Die Mutter einstens mit Tott abgehen ßolte, ßollen die Tochter anjetzt Bräuth an dießen 250 fl. 30 fl. als ein vätterlichen Theill in vorauß haben, als welchen auch ihr verheürather Bruder Schedl ebenfahls bekommen hat. Die übrigen 220 fl. aber ßollen beede Geschwiester in gleichen Theill vertheillen und alßo die Jungen Ehe Leüth dem dem Martin 110 fl. von dem Hauß hinauß zu zahlen schuldig ßeyn. Mithin er an dem Hauß, und übrigen wenigen Hauß Rath nichts weideres mehr an zu forderen haben. Wan aber

4tens. Die jungen ehe Leüth annoch bey lebten der Mutter dem Martin ßeinen an Hauß zu hoffen habenden Theill mit 110 fl. hinauß zahlen könten, wird ßo dann, ßo er außgezahlet were, denen Jungen Ehe Leüthen jährlich 6 fl. in ßo lang die Mutter lebet, un bey ihnen ßeyn wird, gestaltenen beyhilfflichen Zinß zu erlegen schuldig ßeyn.

5tens. Denn anderen Weingarten behaltet die Mutter zu ihrer freyen Disposition, nöhmet auch die in anjetzt in 28 fl. bestehende Schulden auf sich, nicht weniger auch jene, die sie auf den Ehren Tag zu machen benöthiget ßeyn wirdt. Will auch ßich nach ihrer Möglichkeit mit dießen Weingarten, und anderer ihrer Mühe in Kost, und Kleydung ßelbsten beßorgen. Nebst dießen Weingarten behaltet die Mutter auch daß wenige Wein Geschier für sic hallein.

Zu mehrer Festhaltung dießer Heüraths Abrede haben ßich dießen Contract nebst denen Brauth Perßohnen auch die hierzu erbettene Herrn Beyständt mit Nahmen, und Pettschafft unterfertiget. So geschehen Alt Ofen den 3ten January Anno 1768.

Matthias Rindfleisch als Breütigamb

Emerich Weyß als Zeüg

Michael Meeß alß Zeich Catharina Schedlin als Brauth

Martin Graff als Zeig

Johanneß Mey alß Zeig

Document 2. Marriage contract between Anton Wittmann (25) and Elisabeth Brechtin (26). Óbuda, April 1777 (BFL V.1.b no 873.)⁵⁶

Im Namen der aller H.H. Dreyfaltigkeit Gott des Vaters, und des Sohns, und des H. Geistes Amen

Ist an heut Ende gestellten Jahr, und Dato zweifels ohne aus göttlicher Verordnung zwischen dem ehrbahren jungen Gesellen Antoni Widmann als Bräutigamb an einem: dann der Tugendsamen Frau Elisabeth Brechtin Wittib an Zweiten Theil in Gegenwart deren zu Ende unterfertigten von beeden Theilen hierzu besonders anersuchten Zeugen eine Eheliche Verlobnus abgeredet, und folgendmassen beschlossen worden als nemlichen

<u>Erstens</u>. Verheurathet die Braut ihrem Bräutigamb nebst ehelichen Treu, und Liebe deß Haus, Garten, Gewerb, alles in dem Haus sich befindlich-, und zur Wirdtschafft gehörige, was inner von einen Namen es habe, allen zur Tischler Profession gehörigen Werch-Zeug, auch die von ihrem Gottseligen Ehemann hinterlassene Kleider

hingegen aber

Zweitens. Verheurathet der Bräutigamb seiner Brauth nebst aller Lieb, und Treu in baaren Geld 40 fl. seine Profession, und Kleider. Item übernimmt er auch alle passiv so wohl Capital, als current Schulden, verbindet, und obligiret sich selbe ohne Widerred zu zahlen, und abzuführen, als hätte er solche selbsten Contrahiret, und selbsten gemachet. Auch

Drittens. Verbindet sich der Bräutigamb, und Stiff-Vater daß aus erster Ehe hinterlassene Kind Anton Brecht wohl, und Christlich zu erziehen, Selbes seine Tischler Profession zu erlehrnen, alle bey dem auf Dingen, und freysagen sich ereignende, und gewöhnliche Unkösten zu bezahlen, auch solches mit anständiger Kleidung in die Fremde abfertigen, solte es aber keiner Kleidung

⁵⁶ The contract is a type for agreement between a craftsman's widow and an unwed man, who acquired the previous husband's master-title through the marriage. Elisabeth's first husband was Anton Brecht, a carpenter. Their wedding took place in 1772, they had two sons: Anton (b. 13.06.1773) and Johannes (b. 22.04.1776). Anton Brecht the Elder died on the 8th of March 1777 at the age of 28. Her younger son had already deceased that time (†28.11.1776), so she was left alone with her almost four-year-old elder son. She quickly decided to marry the carpenter-journeyman, Anton Wittman: they signed their agreement in April and their wedding took place on the 6th of May 1777. The groom was only one year younger than the bride. The contract specifically focuses on the fate of the son from the previous marriage, the bride gave detailed instructions about his education. And an interesting addition: the first son of the new couple was born only a four month after the wedding (Florian Wittmann, 09.05.1777), thus the bride was already pregnant at the time of the wedding. Whether the father was her first or second husband, is unknown. He got the family-name of the latter, but his first name refers to the first, because it comes from Florian Wild, the godfather of the previous boys.

bedürfftig seyn, so muss er ihm anstatt der Kleidung 15 fl. erlegen. Wenn es sich aber ereignen solte, daß obgedachtes Kind eine andere Profession erlehrnen wolte, so müste ihm der Stiff-Vater 30 fl. vor sein Väterliches Erbtheil bezahlen; hingegen aber hat der Stiff-Sohn so dann keine Kleidung in die Fremde zu praetendiren.

hingegen

<u>Viertens</u>. Solte geschehen, daß obernenntes Kind vor der Zeit sterben solte, oder auch der Bräutigamb vor der Braut, so sollen so wohl die dem Kind vor sein väterliche Erb-Portion ausgemachten 30 fl, als auch alles dem Bräutigamb anverheurathete mit allen Rechten der Braut wiederum als eigenthumlich zu fallen, und zu gehören.

Zu mehrer Festhaltung dieser Ehe Verlobnus haben sich die hierzu erbettenen Zeugen in beyden gleichlautenden Exemplarien mit Namen, und Pettschafft unterfertiget.

So geschehen Altofen den [...] Aprilis Anno 1777

Document 3. Marriage contract between Martin Mayerhoffer and Margaretha Zimmermannin. Óbuda, 5 May 1763 (BFL V.1.b no 801.)⁵⁷

In Nahmen der Allerheyligsten Dreyfaltigkeith Gott des Vatters, Sohns, und des Heyligen Geistes Amen;

An Heündt zu Ende gesezten Dato ist zwischen dem Ehren geachten Herrn Märtin Mayrhofer als Bräytigamb an einen, dan der auch tugentsammen Jungfrau Märgäretha Zimmermanin als Jungfrau Brauth, andern Theils in Bey Sein deren hier zu erbettenen Herrn Bey Ständt, nemblichen auf Seiten Herrn Braidtigamb der ehren geachte Herr Caspaar Breßler unt Herr Jacob Reither dan auf Seiten der Jungfrau Brauth der ehren geachte Herr Philipp Kühtreiber unt Herr Antoni Kühtreiber folgender Heyraths Contract abgereth unt beschlossen worden, als Erstlichen hat wohl gedachter Herr Bräidtigamb auf sein vorhergangenes Christliches Ehe werden unt and begehren, auch mit Rath unt Einwilligung beiterseitz an verwanten sich mit obgemelter Jungfrau Brauth bis auf des Pristers Hand unt der Heylugen Catolischen Kirchen Bestätigung ehrlich verliebt unt versprochen,

⁵⁷ The contract was written on the wedding-day of the third marriage of Martin Mayerhoffer, his bride, Margaretha Zimmermannin was unwed maiden. The widower had four children from his previous marriages: Rosina (10) from his first wife and Caspar (5), Barbara (2) and Anton (1) from the second. His first wife, Anna Eva died of childbirth complication with her newborn son in 1758. Mayerhoffer remarried after one and a half month. He married for the third time only after three and a half after the decease of his second partner, Barbara: he quickly needed to find a mother for his small children, it is not by chance that the contract deals with them in particular.

Hingegen verspricht obgedachte Jungfrau Brauth ihren geliebten Herrn Bräidtigamb alle Lieb unt Trey bis zur pristerlichen Copulation;

2tens: Verspricht unt verheyrath abernander Herr Bräutiggamb seiner geliebten Jungfrau Brauth daß halbe Haus wie auch einen halben Weingarten ligenth in Peters Berger Gebürg unt sie Jungfrau Brauth da wahl haben solle so wohl von dem Haus als Weingarthen recht oder linckher Hand wo ihr es geföhlig sein würth zu nehmmen erlaubt sein, wie auch das halbe Wein Geschier, welches sich in allen befinden als 60 Emmer Vääß, 40 Emer Wein Boting auch die helffte zu fahlen ich ihr versprochen habe unt ein solches unwiderruflich gehalten sein solle;

3tens. Verspricht unt verheyrath die bemelte Jungfrau Brauth ihren geliebten Herrn Bräidtigamb 50 fl. Sage fünfzig Gulden an baarn Geld ihr Capital ist aber 75 fl. an baarn Geld ind aber 25 fl vorbehalten thuth unt damit Dhissponirn kann wie sie wohl. Verheyrath auch ein Ehe Beth mit einer ober Tuchet, 5 Pölster, 3 Ley Ticher, 1 Gewanth Kasten, wobey aber ferners beschlossen worden;

4tens. Ehr Bräidtigamb seinen ersten Kindt mit Nahmmen Rosina Mayrhoferin was er mit sein Ersten Weib Eva Mayrhoferin erzeichet hat mütterliches Erbtheil 50 fl. hinaus gemacht, die andern erzeichten 3 Kinter als Caspäär unt Antoni Mayrhofer undt Barbara Mayrhoferin von meinen anderten Weib Barbara Mössnerin haben, alle 3 Kinter mit ein ander mütterliches Erbtheill 50 fl. bey ihrer Fruchtbaarkeith in voraus zugeworfen unt ausgemacht, demnach auch

5tens. Was die selbe in wehrenter Ehe miteinander Erben, unterworben solte ein gleiches Guth sein, womit von zwey gleichlauthende Heyraths Contract beschlossen, unt gewöhn. Massen ausgefördtigeth worden, So geschehen, Altofen den 5ten May Anno 1763.

Margaretha Zimmermann als Jungfrau Brauth	Martin Mairhofer allß Breytigam
Pfilipp Kietreyber Beystand	Caspaar Breßler als Beystandt
Antany Kietrayber als Beystandt	Jacob Reidter als Beystandt