



MARRIAGE I. THE MARRIAGE CONTRACT IN THE PRE- ISLAMIC PERIOD III. PAHLAVI MARRIAGE CONTRACT

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The marriage contract in Pahlavi, preserved in the codex MK, does not represent an archival document, but rather a template for the use of Zoroastrian officials. Although it is probably based on a real marriage agreement concluded in an unknown place in the year 647 of the Yazdegerd era, which corresponds to 1278 CE, all the original personal names in the document have been replaced with *wahmān* “so and so.” The recent English editions of this document render this ambiguous designation with the letters of the alphabet, where each letter refers to a particular person. The abbreviation B.C (etc.), corresponding to Middle Persian *wahmān ī wahmānān* means B, son of C.

The arrangements reflected in the Pahlavi marriage contract display a general agreement with the juridical norms of the late Sasanian “Book of the Thousand Judgements” and post-Sasanian Pahlavi Rivayats. The main features of the *pādixšāy*-marriage, referred to in the contract and known from these



prescriptive documents, are as follows: (1) the wife comes under the guardianship of the husband; (2) she receives the title *kadag-bānūg* “mistress of the house”; (3) her children are accepted as legitimate children of the husband; (3) she and her children are entitled to maintenance by the husband during his lifetime and to the inheritance of his property after his death; (5) if the husband dies childless, the wife is obliged to make special arrangements in order to provide him with heirs.

These arrangements are referred to in the contract by the term *ayōgēnīh* “intermediary succession.” As an intermediate successor, the widow had to enter an ancillary marriage with another man in order to provide children for her former husband. The intermediary succession must be distinguished from a broader term *stūrīh* “substitute succession,” referring to the situation when any man or woman, not necessarily a relative of the deceased man, puts his/her reproductive capacity into the service of the deceased, entering an ancillary marriage as his proxy. The Pahlavi marriage contract underscores the fact that the wife (F) is not functioning as an intermediary successor or substitute successor for someone else, and therefore can enter *pādixšāy*-marriage.

A large portion of the marriage contract deals with the size of *kābēn*, the part of the husband’s property that constitutes the wife’s “share” in it and must be forfeited by the husband if he initiates a divorce. The sum of 3,000 silver dirhams was apparently regarded as a normative *kābēn*, the size and/or form of which could be, however, modified in individual cases. The ideal half of A’s property, pledged by him as a substitute for the regular payment, would make it extremely difficult for him to divorce F. It may be not entirely coincidental that the dwindling Zoroastrian community, which regarded marriage of “those of the Good Religion” as a pious duty and subsequently abhorred separation of the spouses, chose this particular marriage contract as a model.

TEXT

(It was) the month of Vahman of the year 627 after the 20th (regnal) year of His Majesty Yazdegird, King of Kings, son of Shahriyar, (who is) a *descendant* of His Majesty Abarwez Husraw, King of Kings, son of Ohrmazd, in the first part of the day Day-pad-Mihr, when they gathered together (reciting) good utterances for the taking into *pādixšāy*-marriage by a man called A, (who is) a son of B.C, living in the district D, village E, of this girl, called F, (who is) a *pādixšāy*-daughter of G.H, living in the same village E.



And so she (= the bride) has entered into the guardianship of the father of A (= the bridegroom), since marriage and daughterhood did not come to her in the way of practicing someone (else)'s substitute succession or intermediary succession.

Thus A (= the bridegroom), by request and transfer by the father of F (= the bride), with the approval and consent of F (= the bride) took the said F into *pādixšāy* -marriage in accomplishment of a pious act.

And the said G (who is) the father of F (= the bride), gave F (= the bride), in accomplishment of a pious act, into *pādixšāy*-marriage to A (= the bridegroom) by (speaking) the triple formula.

And the said A accepted (her) from him (= the father of the bride) in this (manner), that F (= the bride) also (should) accept the following: "As long as I live, I shall not deviate from the marriage (with the bridegroom), and (his) intermediary succession, and submissiveness, and obedience towards A, as well as from being an Iranian and (practicing) the Good Religion."

And A (= the bridegroom) also said thus: "As long as I live, I shall hold (her) dearly in marriage, established as mistress of the house, provided with food and clad with clothing, according to my status of husband and guardian and fitting the (requirements of) the times, well respected, and I shall regard the children born by her as my own *pādixšāhy*-children.

And, when this matter was so (agreed and declared), (then) the said A (= the bridegroom) granted to the said F (= the bride) full right of disposal of the income. And, then they agreed by contract (on the following): A.B (= the bridegroom) (pledged) for F.G (= the bride) 3,000 sanctioned and approved silver dirhams in domestic currency (as follows): "As a substitute of 3,000 silver dirhams in domestic currency sanctioned and approved *for her*, I convey to F.G (= the bride) an equivalent, (namely) an ideal half of all the property that that has come into my possession and ownership and that I have been entitled to give, as well as (the property) that from now on will come into my possession and ownership and that I will be entitled to give. And I grant to F.G (= the bride) full right of disposal of this substance, so that if F (= the bride), or F's representative, make a request for a portion, I shall deliver it to her unspoiled and neither delay nor be obstinate over it.

And the said F.G (= the bride) accepted this substance as a substitute of these



3,000 dirham without a *surety* and agreed to this.

And the father of the said F.G., (who) had come as her intercessor, accepted the *surety* of A.B (= the bridegroom) and did not dispute further

And I, (the present) K. L, whose duty it was to carry out an investigation on other matters relevant to the marriage contract, have examined (these) and *drove a disposition*.

And, given the consent of A. B (= the bridegroom), F.G (= the bride) and F.G (= father of the bride), this document was completed upon dictation and declaration of unanimity of the said A.B (= the bridegroom), F.G (= the bride), and, on behalf of the said F, the said G.H, (who is) the father of F.G, and with the testimony of M.N, O.P, and Q.R regarding (its) validity.

BIBLIOGRAPHY

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