CHAPTER FOUR

The Burdens of Matrimony

The thirteenth-century Bavarian territorial peaces (Landfrieden) stipulated that no one could own a castle or any other type of fortified dwelling who did not have an annual income of at least £30 to maintain it. All castles that had been built in violation of this prohibition were to be demolished.¹ These provisions reveal a societal consciousness that maintaining a noble or at least a knightly household required an appropriate income, but how did a couple assure themselves of an income commensurate with their rank in society? As long as most lineages permitted only one son in each generation to marry, often only after his father’s death, this requirement did not pose much of a problem. Families had to provide adequately for the heir’s widowed mother and unmarried siblings, but the designated heir who obtained most of the lineage’s patrimony possessed the means to establish his own household. Not surprisingly, most of the few references to marital assigns in sources from the archdiocese before the mid-thirteenth century are to the widow’s dower rather than the bride’s dowry. The widow was usually granted lifelong use (Leibgedinge) of all or a substantial portion of her husband’s property.² The change in family strategy in the thirteenth century that allowed two

¹. Constitutiones et acta publica imperatorum et regum, vol. 2, ed. Ludwig Weiland, in MGH, Legum 4 (Hanover, 1896), pp. 570–79, no. 427, article 48: “Item nullus habeat castrum vel aliquod munimen, nisi redditus habeat ad illud XXX librarum.” The 1256 peace added: “Oder man sol Di burch brechen” (pp. 596–602, article 40). The provision was not merely theoretical. After the bankrupt William IV of Staufenbeck sold his half of his ancestral castle to Archbishop Conrad IV in 1305, the archbishop granted William an annual lifelong income of £30 for his “Behausung” (Regesten 2: 89, no. 763).

². Leibgedinge was employed on several occasions in the thirteenth century for the widow’s dower. The marriage contract of Count Walter of Sternberg and Catherine of Neuhaus (in Carniola) specified in 1289 that if the marriage was childless, the castle of Sternberg with its people and lands would be Catherine’s “leipgedinge” (MC 6: 91–92, no. 138). Agnes, the mother of Count Ulrich III
sons to marry necessitated a corresponding change in the way lineages provided not only for the widow but for the couple itself. The result was the development of the *Heiratsgabensystem*, a carefully calibrated system of reciprocal marriage payments in which the bride's family for the first time made a substantial contribution to the establishment of the household and in which each partner's rights and obligations were specified in advance.3

Wilhelm Brauneder, who studied marital property laws in Austria, Styria, Carinthia, Carniola, Götz, and Salzburg in the late medieval and early modern periods, thought the *Leibgedingesystem* originated in a period when the husband had the customary right as the wife's guardian to administer and use her property. The husband therefore did not have to be granted the use of his bride's dowry or inheritance as was the case in the later *Heiratsgabensystem*, while the right of the widow to lifelong use of some or all of her husband's property had to be explicitly specified. Brauneder believed that the *Salzburger Landesordnung* of 1328, the first codification of the principality's laws, for that reason still referred only to the widow's dower and not to the dowry. When husbands lost control of their wives' property during the later Middle Ages, the *Leibgedingesystem* was replaced by the *Heiratsgabensystem* or, in cities like Vienna, with a system of the partial co-ownership of property. Such arrangements were necessary because in the eastern alpine principalities the surviving spouse did not have a right until the eighteenth century to inherit his or her deceased partner's property.4

There is no evidence, however, that a husband possessed such absolute control of his wife's property in the twelfth century, let alone in the thirteenth. It was customary already in the twelfth century for a husband to seek his wife's consent when he alienated property either by gift or by sale, and a husband who ignored his wife's rights was likely to arouse her opposition to the conveyance.

I believe that the *Leibgedingesystem* was gradually replaced by the *Heirats-
gabensystem for three other reasons. The first was the considerable uncertainty involved in the Leibgedingesystem. A number of crucial points were not carefully specified at the time of the marriage: when and how much of his property the husband was required to assign to his wife; the rights of the widow’s second husband to the property she had obtained from her former husband; and the rights of the widow vis-à-vis her own children. An increasingly literate and legally sophisticated society found such uncertainty intolerable. The partners’ and their families’ respective rights needed to be spelled out, preferably in writing, just as a nephew’s right to his maternal uncle’s estate seems gradually to have been clarified after 1200. Second, the change in family strategy confronted lineages with the problem not only of supporting a widow, particularly a childless one, in a suitable fashion but also of establishing two couples in each generation in their own households and supplying them with an income commensurate with their estate. (I am not considering here the possibility that a couple who owned several castles or houses might during the course of the marriage live apart for extended periods.) The problem became even more acute if the groom’s father was still alive and controlled the family’s patrimony. Moreover, this had to be done in a way that bankrupted neither the bride’s nor the groom’s family and protected their rights to the property that had been assigned to the couple if the marriage proved childless. The development and acceptance of the Heiratsgabensystem with all its prescriptions was a response to and facilitated this change in family strategy. Finally, the enforcement of the reciprocal obligations the two families assumed ultimately depended on the princes’ new territorial supremacy.

The evidence about the so-called burdens of matrimony in the archdiocese, let alone for the archiepiscopal ministerials before 1343, is highly fragmentary and often difficult to interpret. Few marriage contracts have survived, and those that have were probably written down, let alone preserved, precisely because they dealt with exceptional circumstances. It is necessary to rely instead on chance references to one or another of the payments that appear in unrelated contexts. There is more information about the widow’s dowers than about the dowries because whereas dowries were normally paid in cash, the dower usually involved the pledging of land, often a fief, to the wife, and this was more likely to be recorded. For example, the 1328 Salzburger Landesordnung specified that the grant of a fief as a widow’s dower (Morgengabe) required the lord’s consent.5 This may be the real reason that law code refers only to the dower rather than to the dowry.

As the translation of Morgengabe as dower rather than morning gift indicates, both the Latin and German terms for the various payments were used with considerable imprecision. It is often necessary to infer from the context which payment was meant, and such terminological confusion is itself highly revealing. The inability of scribes to distinguish in the twelfth century—that is, before the intro-

5. SUB 4:380–87, no. 329, article 45. On the translation of Morgengabe as widow’s dower rather than morning gift, see Brauneder, Entwicklung, pp. 65–66, 75.
duction of Roman legal terminology—between the dowry and dower is itself an argument for the relative insignificance of the dowry.

Although the increasing emphasis on the dowry was part of a Europeanwide trend from the twelfth century onward, the “burdens of matrimony” never shifted from the groom’s to the bride’s family as they seemingly did in the rest of Europe. The husband’s contribution to the marriage—that is, the combined widow’s dower and Morgengabe, if there was a separate morning gift—always remained as large as the dowry, if not larger. Nevertheless, the bride’s family had to provide her with a substantial endowment, and unlike the groom and his family, who merely had to designate the lands that would provide the wife with the specified income if she were widowed, her parents, guardian, or a third party like the archbishop had to make an immediate cash payment. It was almost certainly cheaper to place a girl in a convent than to supply her with a dowry.

The marital assigns were fixed by custom within very narrow limits by the couple’s estate and reflected the hierarchical organization of society. The underlying assumption was that any money a family lost through a daughter’s marriage would be recouped through a son’s marriage to his social peer. The reciprocal nature of the payments was particularly pronounced in Styria, where the late medieval nobility was divided into the separate estates of the lords and knights, whereas in the principality of Salzburg the dowries and dowers assigned to women of ministerial or knightly rank gradually equalized as the two orders merged into a single estate about 1300.

This fixation of the amount of the dowry within very narrow limits determined by the couple’s estate calls into question David Herlihy’s explanation for the re-emergence of the dowry in western Europe in the twelfth century after its virtual disappearance in the early Middle Ages. He argued that the dowry inflation of the late Roman republic and early empire as well as of post-twelfth century Europe was related both to the declining importance of the household economy and to the number of women on the marriage market. In his view fathers were competing in both eras for a scarce commodity: husbands for their daughters. If anything, however, allowing two sons in each generation to marry increased the number of available men; yet it was precisely at this moment that dowries became significant in the eastern alpine territories.

I would argue that such marriage payments cannot be explained, as anthropologists have pointed out, simply in commercial or economic terms, as is suggested by such phrases as “the marriage market,” but must also be situated within a specific sociocultural system and analyzed for their symbolic meaning. As R. H. Barnes explained in reference to the tribes of eastern Indonesia, the assigning of

the dowry and dower initiated a series of exchanges between two lineages, such as in medieval Europe assistance as oath helpers (fidejussiores) or in feuds, which lasted as long as the tie created by the marriage endured. The reciprocal payments helped to define the membership of the noble estate—that is, individuals with whom connubium was permissible—and to express their group solidarity.\textsuperscript{10} Seen from this perspective, the marriage payments system was a crucial element in the formation of Otto Brunner’s late medieval Land, a territorial community of privileged property holders.\textsuperscript{11}

The \textit{Leibgedingesystem}

The chief purpose of the \textit{Leibgedingesystem} that prevailed until the first half of the thirteenth century was to supply a widow with an income suitable to her rank rather than to enable a couple to establish a separate household, because men married only when they had the means to do so. For that reason the widow’s dower did not necessarily have to be specified at the time of the bride’s marriage, though probably it usually was. Scribes could not readily differentiate between the dower and the dowry, which was mentioned less frequently than the former and seems to have been a negligible amount. Although anthropologists have generally interpreted a dowry as a premortem inheritance in which family assets were transferred to a daughter at her marriage,\textsuperscript{12} the fact that nephews like Otto of Pettau-Königsberg or the Younger Itzlings inherited their maternal uncle’s possessions long after their mothers’ marriages shows that the payment of a dowry, assuming such a payment always occurred, did not terminate a woman’s or her son’s claims to an additional inheritance from her natal family. This was a murky legal area about which there were no fixed laws in the modern sense, and a great deal depended on individuals’ ability to enforce their claims. It was this very uncertainty that led to the development of the \textit{Heiratsgabensystem}.

The \textit{Codex Falkensteinensis} is a good place to begin a discussion of dowries and dowers before the mid-thirteenth century, not only because it is a unique collection of family documents but also because ministerial lineages aspiring for acceptance as nobles modeled their own conduct after great noble dynasties like the Falkensteins.\textsuperscript{13} Count Sigiboto IV did not mention the dowry of his wife Hildegard of

\begin{thebibliography}{99}
\bibitem{10} Barnes, “Marriage,” pp. 95–96.
\bibitem{11} Brunner, \textit{Land and Lordship}, pp. 139–99.
\bibitem{12} Comaroff, “Introduction,” pp. 11–12. Rheubottom, “Dowry,” p. 248, concluded in a dissenting note in the case of the former Yugoslav Macedonia that “dowry . . . has little to do with the devolution of property. . . . But . . . it has everything to do with relationships, their quality, and their transformation.”
\end{thebibliography}
Mödling, but in 1182/83, after the death of his father-in-law Kuno III, Sigiboto, Hildegard, and their sons laid claim at the ducal court to the castle of Mödling and all the lands and men that were attached to it, even though she had surviving twin brothers. The Falkensteins clearly did not think that whatever dowry Hildegard had in fact received had terminated her rights to a share of her father's patrimony. Sigiboto did not refer explicitly to his wife's dower either, but about 1170 he assigned to her and his sons the castle of Hernstein and whatever property he possessed in Lower Austria. Kuno and Sigiboto V were to take possession of Hernstein after the death of both their parents unless Sigiboto and Hildegard conferred it on them earlier. The lordship of Hernstein was thus presumably Hildegard's dower, since she was to retain it after her husband's death.

In the same entry the count directed his sons to divide the Falkensteins' Austrian lordship equally but ordered them to give their unnamed sister, with the advice of their kinsmen, a dowry (dos) in either Austria or Bavaria. The scribe explained that the dos in question was known in the vernacular as a heimstüre, later the standard German term for dowry. There is no indication whether Kuno and Sigiboto V did so, let alone what the dowry was. But when the nobleman Engelschalk of Wasen married Sigiboto's unnamed daughter in 1170/75 (it is not known whether the same woman was meant in both entries), Engelschalk assigned to her in an irrevocable grant as her widow's dower (dos) whatever he owned, including the castle of Wasen, or might acquire in the future. Engelschalk stipulated that his possessions were to be completely in her power after his death and that none of his kinsmen were to challenge her possession of her dotal lands ('dotalia bona'). For added security the scribe listed the names of the thirteen noblemen and forty-eight ministerials who had been present.

About 1196 Sigiboto's only surviving son, Sigiboto V, married Adelaide, daughter of Count Conrad II of Valley, when Sigiboto IV was seventy. Her dowry was not mentioned in the codex, but Sigiboto IV promised to assign to Adelaide an annual income of £15 from alods that he had entrusted to his brother-in-law Count Kuno IV of Mödling or from other alods if Sigiboto V should die without heirs. If this had not been done within six weeks after the return of Kuno IV, who was away on a campaign, then Sigiboto agreed to pay Conrad II £150 instead as Adelaide's dower (dos) and provided surety for its payment.

Several things are worth noting about these entries from the Codex Falken-
steinensis. The scribes normally did not distinguish in Latin between the dowry and the dower, both of which were commonly known as the *dos*, and had to resort to the German word *Heimsteuer* to designate the dowry. This suggests that the dowry was only of secondary interest in the Austro-Bavarian area in the twelfth century, and Sigiboto IV was concerned in fact almost exclusively with his daughter’s and daughter-in-law’s dowers rather than their dowries. The payment of a dowry, assuming that one was always given, did not terminate a wife’s claim, or so Hildegard and Sigiboto thought, to an additional share of her father’s estate.

Although a woman had an unassailable right to her dower, it might seemingly be assigned to her, judging by Hildegard’s experience, only many years after her marriage. That Sigiboto and Engelschalk asked sixty-one men to witness Engelschalk’s endowment of his wife raises the suspicion that the husband’s kinsmen often troubled the widow and that the count and his son-in-law wanted the terms to be widely known and acknowledged to block a potential challenge by Engelschalk’s relatives. Moreover, in endowing his wife Engelschalk made no provision for the children he presumably hoped to have. Could Engelschalk’s son, if he had one, really take possession of Wasen only after the death of his widowed mother? Or did Sigiboto IV and Engelschalk assume that the agreement would go into effect only if his marriage was childless, as seems to have been the case with the endowment of Adelaide of Valley, since sons could be expected to provide for their mothers in an appropriate fashion? Sigiboto and Engelschalk’s failure to address these questions reinforces the impression that it was the childless widow rather than the bride or even the widowed mother who was the chief object of concern of the *Leibgedingesystem*, because the former could easily find herself at the mercy of her husband’s relatives and might no longer be able to count on the support of her own kinsmen.

Do the few references to the dowries and dowers of the daughters and wives of archiepiscopal ministerials correspond to these observations about their social superiors? I could find only three references to the dowries of *Dienstweiber* before the early thirteenth century. After the death of his sister, Sigmar of Leibnitz agreed in 1160 to assume custody of two of her children and to pay his widowed brother-in-law Rüdiger of Weilkirchen 13 marks for the fourteen hides that had pertained to her by hereditary right and that Rüdiger had obtained at their marriage ("cum ipso contractu preedium quoddam quod hereditario iure ipsam contigerat . . . ditioni eius accessit"). In the second case Benedicta, widow of Frederick II of Pettau (d. 1167/74), conferred on her daughter as part or all of her dowry (dos) five hides that Frederick had allegedly seized from Admont. In the last example, on his deathbed in 1205 Henry of Deutsch-Landsberg gave Reun, with the consent of his wife and his father-in-law, the nobleman Wichard

18. SUB 2:483–84, no. 347.
of Karlsberg, twelve “beneficia,” with which Wichard had endowed (“dotavit”) his daughter at her marriage. Wichard had obtained the benefices in an exchange of property in 1196 with Bishop Ekkehard of Gurk, to whom Wichard had given a property in Carinthia that he had purchased from a Friulian nobleman, Frederick of Capporiacco. The latter property had in turn been part of the dowry (dosa) of Frederick’s wife, and Frederick had sold it to Wichard with the consent of his son and the other coheirs.

Once again one gets the impression that the dowry was of relatively little significance. The scribe who recorded Rüdiger of Weilkirchen’s agreement with his brother-in-law had to resort to a cumbersome circumlocution to refer to it, presumably because a specific word for the dowry was not part of the scribe’s vocabulary. The property involved appears to have been minimal: fourteen hides, five hides, and twelve “beneficia” (fiefs granted to armed retainers?). Although the women may have been assigned other property as well, there is no evidence that a daughter received a substantial portion of her lineage’s patrimony as her dowry. Indeed, the dowry appears often to have consisted of property that was of marginal interest to her family. Wichard of Karlsberg endowed his daughter with property that he had recently obtained in an exchange with the bishop of Gurk, perhaps for this very purpose; and Benedicta of Pettau gave her daughter property that Frederick II had allegedly usurped from Admont. If the dowries in question were premortem inheritances, these three women had been effectively disinherited. Finally, the husband had only limited control of his wife’s dowry. The dying Henry of Deutsch-Landsberg needed his wife’s and father-in-law’s consent to confer her dowry to Reun, and Frederick of Capporiacco required his children’s approval to sell their late mother’s dowry to Wichard of Karlsberg.

In a study of modern Macedonian villagers D. H. Rheubottom raised the question why the bride’s family supplied the groom with a dowry in a patrilineal and virilocal society in which he procured the wife’s labor, sexuality, and reproductive capacity. If the dowry is perceived simply as an attempt to rectify an imbalance in “the cost-benefit ratio of marriage,” as the commercial model of the marriage payments system presupposes, the payment of a dowry in such circumstances

21. Conrad of Steinkirchen agreed in 1255 to give his future son-in-law Conrad V of Kalham-Wartenfels “XII personas de genere militari etatis equalis et XII feoda militum” (SUB 4:30–31, no. 33). Similarly, Ulrich I of Liechtenstein promised to assign to his daughter-in-law Kunigunde of Goldegg “viginti homines, qui erlevte uulgariter appellantur” (UB Steiermark 3:135–36, no. 72). “Erber lewt” referred by the end of the fourteenth century to nonknightly nobles and even to members of the upper strata of burgher society, that is, the same type of individuals whom Conrad of Steinkirchen described in 1255: men who could fight on horseback. I am translating “erber lewt,” therefore, as squires. On the “erber lewt,” see Christine Tropper, “Die Stifter des Hemma-Freskos in Zweinitz: Zum Problem Gurktaler Adel und Gurker Domkapitel in der 1. Hälfte des 15. Jahrhunderts,” Carinthia I. 180 (1990): 286–88. My guess is that Wichard’s daughter had received twelve or more such men and their fiefs as her dowry. If I am right, then her dowry may have been more substantial than I have suggested; and Henry of Deutsch-Landsberg may have exercised control over the men, if not the fiefs.
makes no sense. The answer to such an "absurd" question was, Rheubottom declared, that the bride's family endowed her and not the groom. The same may have been true of twelfth-century Salzburg, where the husband exercised only minimal control over his wife's small dowry.

As was the case with the Falkenstein women, there is more evidence about the widow's dowers of the daughters and wives of archiepiscopal ministerials than about their dowries. The dower is not explicitly mentioned in any extant document from the twelfth century, but it is possible to reconstruct how husbands provided for their widows. Liutkarda of "Schönberg" enjoyed for thirty years the use of the property that her first husband Henry of Seekirchen (d. 1138/39) had given to the cathedral chapter, Saint Peter's, and the Nonnberg. In 1167/83 Ellisa conferred on Saint Peter's, as her late husband Walchun of Palling had enjoined her, whatever he had possessed in Palling on condition that she retain its lifelong use. Her son Rahwin of Feldkirchen was the first witness. After the death of his brother Megingod II in 1193 Sigiboto I of Surberg gave the cathedral canons the former's properties, in particular the castle of Surberg, but stipulated that the canons were to take possession only after the death of Megingod's widow Diemut of Högl. Although the documents do not specifically state that the properties in question were the dowers of these widows, they clearly enjoyed lifelong use, the Leibgedinge, of a substantial portion of their husbands' estates under terms very similar to the ones Sigiboto IV obtained for his daughter from Engelschalk of Wasen. Diemut even received the income from the four manors her husband's cousin William of Wonneberg had given to the cathedral chapter with the stipulation that the canons were to have use and ownership immediately ("statim") after Megingod's death.

It is worth making two other points. First, the husbands of these women had left no surviving legitimate sons. Diemut's marriage had been, as far as is known, childless; Henry and Liutkarda's son Henry II had died before his father; and Rahwin of Feldkirchen, judging by his surname, was Ellisa's son by a previous marriage (if he had been Walchun's son, he would presumably have done more than merely witness his mother's donation of Palling). As was the case with the Falkensteins, it was the childless widow who was the object of concern in these arrangements, though we may know about the dowers of these women precisely because the subsequent disposition of the property of a man who had died without an heir needed to be settled. Second, a wife did not inherit her husband's property, let alone dispose of it at her own volition; at best she could retain lifelong use of

23. SUB 2:436-37, no. 312; 546-48, no. 397. See above, chapter 3 at note 54.
24. SUB 1:471-72, no. 402. She made a similar donation to the cathedral canons (SUB 1:702-3, no. 249). On the Pallings, see Reindel-Schedl, Laufen, p. 392.
25. SUB 1:724-25, no. 292b.
it. It was Sigiboto I, not Diemut, who granted Megingod’s share of the Surberg patrimony to the cathedral canons. That was the major reason it was necessary at the time of the couple’s betrothal or marriage, or at a later date, to specify the widow’s right to the usufruct of a portion or all of her husband’s domains.

Explicit information about the widow’s dower becomes more abundant in the first half of the thirteenth century. When Archbishop Eberhard II and Duke Leopold VI divided in 1208 the children of the Styrian ministerial Reimbert II of Mureck who had married Elizabeth, a Salzburg retainer, the princes agreed that she was to possess without challenge the lifelong usufruct of whatever properties Reimbert had assigned to her. Their children—they already had three daughters and a son in 1208—were to inherit the properties after her death.28 On the occasion of the wedding of Frederick IV of Pettau to Herrad of Montpreis in 1213, her father Ortolf conferred on his own wife Gerbirg the castle of Hörberg with all its income and all the members of the familia who lived there as well as several members of the familia who dwelled in Montpreis. If Ortolf and Gerbirg did not have a male heir, his nearest surviving heir who belonged to his lineage—presumably Herrad—was to possess all the lands and people he had granted to Gerbirg. This is what in fact occurred. The groom’s father, his paternal and maternal uncles, and the husband of his paternal aunt guaranteed that Frederick would not bother Gerbirg in the interim.29 Finally, Archbishop Eberhard II announced in 1245 that he had enfeoffed Ulrich III of Kalham in the 1230s with all the fiefs that had belonged to his late father Conrad II with the stipulation “that if the Lord Ulrich dies first, his wife Lady Kunigunde will possess the same fiefs during her lifetime and that afterward they will revert freely to their children.” 30

Unlike Liutkarda of “Schönberg,” Ellisa of Palling, and Diemut of Högl, these thirteenth-century women had surviving children; but the emphasis here too was on protecting the widow’s rights rather than on establishing a new conjugal household. This was particularly true of Gerbirg of Montpreis, whose dower was seemingly fixed only when her own daughter married, and who would be dependent on the benevolence of her son-in-law if she was widowed. No one seemingly was concerned about the dowry or dower of Herrad of Montpreis, the heiress presumptive to two important lordships. Just as Sigiboto IV tried to protect his daughter by having her endowment witnessed by sixty-one men, Ortolf attempted to ensure Gerbirg’s security by obtaining solemn oaths from Frederick’s kinsmen; but as Megingod of Surberg’s harassment of his wife’s paternal great-aunt Liutkarda of “Schönberg” shows, such a “parchment defense” may have been of limited

30. SUB 3:613–14, no. 1066a. He also enfeoffed Ulrich under the same terms with £72, £42, and two farms (nos. 1066b, 1066c, 1066d). Eberhard referred to Conrad as Ulrich’s paternal uncle (“patrui”) in 1066a but in 1066c called him Ulrich’s father (“pater”). There are many problems with trying to reconstruct the Kalham genealogy—this is one of them, but I think that Conrad was Ulrich’s father.
Moreover, whereas Gerbirg received only one of her husband’s two lordships, Kunigunde of Kalham’s dower apparently consisted, like that of Sigiboto’s daughter, of all her husband’s fiefs. This placed a powerful instrument of control in the hands of a widowed mother, but might her grown son not have resented such tutelage and joined the ranks of Duby’s unruly youths?

The Leibgedingesystem thus was designed, as its name suggests, to provide for the maintenance of a widow, particularly a childless one, rather than to assist a betrothed couple in setting up a separate household, because a man married only when he was already the head of his lineage or had obtained a new lordship by some other means. Although the bride’s family might give her a small dowry, it was neither a premortem inheritance nor a significant contribution to the establishment of the new household. The dos was in a very real sense a gift to the bride rather than the groom. In contrast, a wife was entitled to the usufruct of a substantial portion, if not all, of her husband’s estate. Arbiters even ruled in 1252 that an unnamed woman who was described simply as the concubine of a burgher of Bad Reichenhall was to possess a share of the property, real and movable, that had belonged to her late lover.

Yet considerable uncertainty surrounded the grant of the dower. As the cases of Hildegar of Mödling and Gerbirg of Montpreis demonstrate, a husband did not necessarily have to specify his bride’s dower when he married but could wait until some later occasion, most notably when, like Sigiboto IV or Ortolf of Montpreis, he arranged for the disposition of his own domains and had to make suitable provisions for his widow. It is hard to imagine, however, that granting a widow lifelong use of a major portion or all of her husband’s estate did not arouse considerable resentment among her husband’s kinsmen if the marriage had been childless, especially if she had been widowed young, or among her own adult children. The convent may have been a welcome refuge for such a woman. Such uncertainties rather than the end of the husband’s alleged absolute control of his wife’s dowry and inheritance are, I think, a major reason why the Leibgedingesystem was abandoned in the more legalistic thirteenth century.

The Abandonment of the
Leibgedingesystem

Since Brauneder attributed the shift from the Leibgedingesystem to the Heiratsgabensystem to the husband’s loss of absolute control over his wife’s property, it is necessary to examine how subservient women were to their husbands in this regard. The available evidence indicates that by the twelfth century husbands

31. See above, chapter 3 at note 54.
32. SUB 4:18–19, no. 19.
normally sought their wives’ consent before alienating either their own or their wives’ property and that Brauneder’s explanation is thus inadequate. The abandonment of the Leibgedingesystem was due to three other factors: the uncertainties in the system, part of the general lack of laws in the modern sense regulating the ownership of property that has been analyzed by Stephen D. White in the case of northern France; the new family strategy that permitted more than one son in each generation to establish a separate household; and the assertion of the archbishop’s territorial supremacy.

The husband’s alleged absolute control of his wife’s property stands in sharp contrast to the relative freedom a widow enjoyed to manage her own affairs. Although Diemut of Högl made only one pious donation on her own during Megingod’s lifetime and even then procured her husband’s consent, after his death she became a benefactress of various houses in the archdiocese.33 Similarly, Karl of Gutrat represented his wife Margaret of Zöbing, paternal grandmother-in-law, and small children in 1233 when they sold to Reichersberg some property in Lower Austria that belonged to Margaret’s grandmother; but Margaret acted on her own after his death and even used her own seal.34 Neither of her grown sons, Kuno V and Otto II of Gutrat, was present, nor was her second husband, the Austrian ministerial Henry of Mainberg, when she founded a church in Zöbing in 1258 and obtained its exemption from the mother parish in Krems.35 A widow exercised a degree of independence that she had not possessed as a wife and retained a measure of freedom if she remarried in later life.

Husbands did not exercise complete control over their wives’ property even in the twelfth century, however. The life of Diemut of Högl is instructive in this regard. After her father’s death in 1151, her widowed mother Euphemia (who had quickly remarried), her new husband Wolfram of Dornberg, and the young Diemut laid claim to a quarter of a salt spring in Bad Reichenhall that Henry of Högl and his widowed mother, Diemut of Seekirchen, had conferred on Berchtesgaden eight or more years before his marriage to Euphemia, as witnesses testified. Henry had retained the use of the salt spring in his lifetime but had paid the canons a nominal rent in token of their ownership. Two conflicting norms were at stake in this suit: the right of a man to give property to a church for the benefit of his soul and the right of a widow to lifelong use of her husband’s estate. The parties

33. Diemut’s sole donation before 1193 is SUB 1:488–89, no. 435. Some examples of donations after 1193 are Admont (SUB 2:661–62, no. 487); Reichersberg (SUB 2:662–63, no. 488); Berchtesgaden (Berchtesgaden, pp. 351–52, no. 194); and Herrenchiemsee (MB 2:353–54, no. 211).
34. The 1233 sale is OÖUB 3:10–11, no. 9.
submits the case to the judgment of Margrave Engelbert of Kraiburg, who ruled in the canons’ favor but required them to pay Euphemia, Wolfram, and Diemut £50 to renounce their claims.36 It should be noted that Euphemia participated in the proceedings; she was not simply represented by her new husband in her suit.

Approximately fifteen to twenty years later Diemut and Meginod renewed the dispute, but four mediators, including Meginod’s brother and cousin, decided against them. The couple then jointly conferred their share of another salt spring on Berchtesgaden to compensate the canons for the trouble the Surbergs had caused them, though this was not explicitly stated as the motive for the gift. The witnesses reassembled in the church of the convent of the Nonnberg, where Diemut herself renounced her rights to the salt spring her father had given to Berchtesgaden.37 Although by 1171 Meginod, as burgrave of Holensalzburg during the Alexandrine Schism, was the most powerful man in the city, he could not simply on his own authority renounce his wife’s claims. Only Diemut could do that.

Husbands and wives usually acted together in land conveyances—as Meginod and Diemut did when they conferred the salt spring on Berchtesgaden—or with each other’s assent. For example, in 1125/47 Henry I of Stefting and his wife Hildegard exchanged some property with Saint Peter’s.38 This observation conforms with Constance Brittain Bouchard’s findings about twelfth-century Burgundy: except for a few powerful widows, men were the principal actors in such transactions; but in 50 percent of the cases in which anyone consented to a transaction, it was the wife who was asked to give her approval.39

By the twelfth century married women seemingly could even alienate property they had obtained from their own families without seeking their husbands’ formal consent. For example, in 1122/47 the archiepiscopal ministerial Diemut of Kirchhalling conferred on the cathedral canons, on her own authority (“manu potestativa”), whatever properties she possessed in Kirchhalling. Her husband Ulrich was merely there as the first witness.40 Similarly, in 1167/83 G., the wife of Dietmar I of Eichham, gave Saint Peter’s her property in Kirchberg, Carinthia,

36. Berchtesgaden, pp. 271–72, no. 64; pp. 318–20, no. 140. White, Custom, p. 82, pointed out that a suit by a person like Diemut, who had not even been born at the time of a donation, is incompatible with any modern system of real property law. The result was, as Euphemia and Diemut’s claims illustrate, the ever-present potential for conflict between the desire to ensure one’s salvation and the rights of the donor’s unborn kinsmen, or in Euphemia’s case the wife whom the donor subsequently married.


39. Bouchard, Holy Entrepreneurs, pp. 82, 161. I have the impression, however, that less effort was made to seek the consent of other relatives besides the wife in Salzburg than was the case in Burgundy. The word laudatio was never employed to my knowledge in the archdiocese in conjunction with the giving of such consent.

40. SUB I:620–21, no. 77.
which she had obtained from her natal family, the Pettaus. Dietmar was listed among the witnesses—in ninth place among the archiepiscopal ministerials, but there is no indication that he was explicitly asked to assent. The monks were to take actual possession of the property only after the deaths of both G. and Dietmar, however. A widower could thus retain the same right to lifelong use of his spouse’s property as a widow did for her late husband’s.

The most explicit statement about the limits to a husband’s control of his wife’s property is contained in the account of Henry of Scharfenberg’s reconciliation in 1250 with the Cistercians of Landstrass (today Kostanjevica, Slovenia). To obtain absolution for burning property that belonged to the monks, Henry agreed to give the monks five hides that belonged to his wife Gerbirg of Pettau, who had inherited the lordships of Montpreis and Hörberg from her own mother. “Since,” he pointed out, “this donation would in fact lack permanence without the hand of my wife, to whose inheritance and patrimony it belonged,” Henry invited the subprior to come to Montpreis, where Gerbirg voluntarily and freely made the gift by her own hand on the altar of the castle’s chapel. Henry then gave Gerbirg a village that belonged to his own patrimony to compensate her for her loss.

Although an heiress who lived on the southeastern frontier of German settlement may have been in a particularly advantageous position vis-à-vis her own husband, the terms of Henry’s reconciliation present a view of marriage as a temporary union between two separate lineages whose holdings were merged only in the next generation. In such circumstances a husband could not simply alienate his wife’s property at his pleasure.

As the nobleman Adalram of Waldeck-Feistritz discovered, a husband ignored his wife’s rights at his peril. He had endowed his new foundation of Seckau with the entire dower (“omni coniugali dote”) of his wife Richinza without obtaining her permission. She therefore went to Friesach, where King Conrad III was staying in 1149 upon his return from the Holy Land, and demanded the return of the dower. Since Adalram did not deny the accusation, the assembled princes ruled in Richinza’s favor. Seckau was permitted to keep only those possessions that Adalram and Richinza had given the Augustinian canons jointly. In short, the shift

41. SUB 1:465–66, no. 390b. G.’s family of origin was not mentioned in the entry, but Frederick V of Pettau said in 1266 that he had inherited the patronage of the church of Kirchberg from his ancestors (MC 4/2:639–40, no. 2905). Since Kirchberg is only four kilometers northeast of Wieting, Frederick II of Pettau had presumably inherited it from his mother, the sister of Godfrey of Wieting.

42. Urkunden- und Regestenbuch des Herzogtums Krain, ed. Franz Schumi, 2 vols. (Ljubljana, 1882–87), 2:130–32, no. 168. Henry also surrendered in 1244 whatever possessions he owned in the Lungau to Gerbirg’s paternal uncle, Hartnid I of Pettau, “with the consent, hand, and will of my beloved wife Lady Gerbirg” and “with the full consent and will of my dearest father-in-law Frederick (IV) of Pettau” (SUB 3:601, no. 1054). I suspect that Gerbirg may have obtained this property from her maternal grandfather Ortolf of Montpreis. On the transaction, see Klebel, Der Lungau, pp. 151–53.

43. UB Steiermark 1:290–91, no. 279. See also UB Steiermark 1:291–92, no. 280; 375–76, no. 395. On Seckau’s holdings, see Benno Roth, Das älteste Urbar des ehemaligen Augustinerchorherren- und Domstiftes Seckau, in Seckauer geschichtliche Studien (SGS) 1 (Seckau, 1933); and idem, Besitzgeschichte des ehemaligen Augustinerchorherren- und Domstiftes Seckau, Zeitraum: 1140–1270, in
from the *Leibgedingesystem* to the *Heiratsgabensystem* in the thirteenth century cannot be attributed, as Brauneder thought, to the husband’s loss of control over his wife’s property. Such a right, if it ever existed in the archdiocese, had already been considerably curtailed by the twelfth century.

The reasons for the gradual abandonment of the *Leibgedingesystem* must be sought rather in the uncertainties inherent in the system itself and the need to provide for the establishment of more than one conjugal household in each generation. The right of a widow to a proper maintenance, the chief purpose of the *Leibgedingesystem*, was in conflict with other equally valid rights: the right of a donor to provide for his eternal salvation; the right of the husband’s kinsmen to his property if the marriage was childless; and the right of the widow’s own children to their paternal inheritance. A husband seemingly could assign a dower to his bride at their betrothal or marriage, as Engelschalk of Wasen did, or wait until a later date—say, when he arranged for the disposition of his domains—as Count Sigiboto IV or Ortolf of Montpreis did. It was unclear whether the widow’s rights to the lifelong use of a portion or all of her late husband’s estate also included property for which he had made other arrangements. Since Berchtesgaden paid Euphemia £50, a far from negligible sum, to renounce her claims to a salt spring that Henry of Högl had conferred on the canons eight years or more before their marriage, the answer appears to be yes.

All these uncertainties were further complicated if a widow remarried. For example, Liutolt of Haberland-Siegsdorf and his surviving son Henry stipulated in 1159/60, after the death of Henry’s older brother Meginhard, that Saint Peter’s was to possess Haberland if Henry died without issue. This was tempting the Almighty, and the childless Henry was mortally wounded about 1171.44 His widow G. retained Haberland for a long time, illegally according to the monastic scribe, before she finally yielded its possession; but like Euphemia she undoubtedly felt entitled to the usufruct of all of her late husband’s property even if it had been previously encumbered. Her second husband Otto I of Stefling and his father Magan I witnessed her renunciation.45 Otto of Stefling also laid claim to various properties that Henry of Siegsdorf had given Raitenhaslach on the pretext that Henry had conferred it on G. as her dower (“sub occasione dotis a prefato Heinrico coniugi sue collate”). Abbot Gero (1146–77) appealed in 1174 to Henry

SGS 3 (Seckau, 1933). For a similar case in which a widow contended that before leaving on the Second Crusade her late husband, the advocate of the church of Regensburg, had given Admont property that belonged to her “iure maritalis dotis,” see UB Steiermark 1:373–75, no. 394. For several years in the late 1140s the noblewoman Benedicta of Julbach, supported by her grown sons, pursued claims to the property that Meginhard and Judith of Rotthof had conferred on Berchtesgaden, even though Benedicta’s husband Wernhard I of Julbach had already renounced his rights to his uncle’s property. On the dispute, see Dopsch, “Von der Existenzkrise,” pp. 330–32.

44. SUB 1:444–45, no. 356; 462–63, no. 384. Henry was last mentioned in 1171 (Berchtesgaden, p. 329, no. 154).
45. SUB 1:464, no. 387.
the Lion, and the duke upheld the abbey’s rights. Otto persisted and ignored two summonses by Duke Otto I of Bavaria (1180–83) to respond to the Cistercians’ complaints. The stubborn ministerial finally heeded the duke’s third summons and was fined £10.46 Otto did succeed, however, in acquiring Siegsdorf, which was still in his son’s possession in 1252.47 A widow’s dower could thus be permanently lost by her husband’s relatives or legatees if she remarried, even though in theory neither spouse had the right to inherit from the other.

As White explained, such confusion was inherent in a system of property ownership in which no one possessed an absolute title to property and there was no way to adjudicate conflicting norms except by violence or compromise. The acceptance of the Heiratsgabensystem, in which the bride’s dowry and dower were carefully specified at the time of the betrothal or marriage, can thus be seen as an attempt to prevent such disputes by relying on written legal instruments. The diffusion of the marriage payments system was thus connected with both the laity’s increasing reliance on written proof and the princes’ success in the thirteenth century in asserting their territorial supremacy, limited as it undoubtedly was.48 After all, Archbishop Frederick III could include in the Salzburger Landesordnung of 1328 a provision regulating the grant of the widow’s dower.

The third reason for the abandonment of the Leibgedingessystem was that the families’ chief concern had shifted from providing for the maintenance of the widow to enabling a newlywed couple to establish a separate household. This became a necessity when lineages routinely allowed more than one son in each generation to marry. The result was that the bride’s natal family was required for the first time to make a substantial contribution to the marriage.

The Heiratsgabensystem

The Heiratsgabensystem, which was adopted in the thirteenth century, involved two primary payments or prestations, the dowry and dower, and two secondary ones, the Fertigung or trousseau and the Morgengabe or morning gift, which the bride and groom could also give to each other. The dowry was the central payment in the system because it determined the amount of the dower. Since few marriage contracts have survived for the period before 1343 and since those that have were probably preserved because of their political significance and are thus in some way exceptional, it is largely necessary to reconstruct how the Heiratsgabensystem functioned in actual practice from the isolated references to the various assigns.

46. Raitenhaslach, pp. 4–5, no. 3; pp. 26–27, no. 29.
47. Regesten 1:19, no. 134.
48. See White’s discussion in Custom, pp. 177–209, esp. 205–6, of the decline of the laudatio parentum with its implicit limitations on property ownership, which he linked both to the development of state institutions to adjudicate disputes and to “a new kind of legal culture, in which laws were distinguished from other sorts of norms.”
The dowry (dos or donatio) was mentioned far less frequently than the widow’s dower, even after 1250, perhaps because the dowry was usually paid in cash.\textsuperscript{49} It was the chief contribution of the wife’s family to the establishment of the new household, a fact that is reflected in the most commonly used German word for the dowry, Heimsteuer, literally home aid or contribution. This term had already been employed in the twelfth-century Codex Falkensteinensis to distinguish the dowry from the widow’s dower. The grant of a dowry was a topic of deliberation among the members of a lineage, no doubt because a marriage forged an alliance with another group of kinsmen. For example, when the brothers Nicholas and Eckart X of Tann agreed in 1326 that they would own all their properties and rights in common, they stipulated among other things that they would provide their daughters with dowries out of their common property. Neither would arrange a marriage for a daughter without the advice and consent of the other.\textsuperscript{50}

If the bride’s father, other relatives, or a third party like the archbishop could not pay the money immediately, as was often the case, they could pledge property to the groom or provide guarantors for the dowry’s payment by a specified date. For example, Nicholas of Möderndorf and his wife Margaret, daughter of Wölfein of Altenhaus, acknowledged in 1332 that Bishop Gerold of Gurk (1326–33), the archiepiscopal vidame in Friesach, had paid them the 50 Aquileian marks that Archbishop Frederick III had promised them as Margaret’s dowry (“hain stewer”).\textsuperscript{51} The husband was expected to invest the money in land that was designated as the wife’s dotal property. Archbishop Frederick III granted William of Pischätz (today Pisece, Slovenia) permission in 1329, for instance, to pledge half of the castle of Pischätz with its appurtenances, except for the village of Thiergarten, to his wife Elizabeth as security for her dowry of 200 marks of silver.\textsuperscript{52} It was generally assumed that land would return 10 percent of its value every year, although other ratios could be employed in computing the ratio between the dowry or widow’s dower and the projected annual income from the designated properties.\textsuperscript{53}

The wife’s dotal lands had in effect been pledged to the husband for the duration of the marriage or until his death. The husband administered the property and enjoyed the usufruct but could not alienate the property without his wife’s express consent. For example, in 1339 Archbishop Henry authorized William of Pischätz to pledge half of the castle of Pischätz to Elizabeth for an additional 300 marks (she had already been given a lien of 200 marks on it as her dowry). She agreed

\textsuperscript{50} SUB 4:365–68, no. 321. 
\textsuperscript{51} MC 9:154, no. 496. 
\textsuperscript{52} Regesten 3:72, no. 704. 
\textsuperscript{53} On the 1:10 ratio, see, for example, CF, pp. 156–57, no. 175; MC 6:288–89, no. 428; 8:100, no. 322; Regesten 3:70, no. 684; SUB 4:30–31, no. 33.
to let the archbishop redeem the two pledges if her husband should die without an heir because the pledges were, she explained, the combined dowry and widow’s dower that “I and he brought to each other.”

If the couple was childless, the surviving partner retained lifelong use of the land. It then reverted to the wife’s natal lineage unless other arrangements had been made. Godfrey of Marburg (today Maribor, Slovenia), a Styrian ministerial, acknowledged in 1312 that his father-in-law Frederick of Königsberg, who belonged to the cadet line of the Pettaus, had given his daughter a dowry of 500 Graz pounds in accordance with Styrian territorial law (“ze rechtem heiratgüt nach landes recht ze Steyer”). Godfrey obligated himself to invest the money in properties in Styria, which were to revert to Frederick and his heirs if Godfrey’s marriage to Gertrude was without issue. In the latter eventuality, if Godfrey had failed to invest the properties in lands as he had promised, the Königsbergs were to have a lien of £500 on the castle of Marburg itself. The duke or his representative was to ensure that the Königsbergs’ lien would be paid.

If the marriage had been blessed with children, the dotal lands belonged to them and could not be alienated without their consent. Nicholas of Möderndorf announced in 1357, for example, that he had sold to Archbishop Ortolf (1343–65) for 14 marks of Aquileian pennies various properties, free alods, that he had obtained from his deceased first wife Adelaide with the consent of the four children she had borne him.

Although under the Leibgedingesystem the payment of a small dowry had not terminated a woman’s further claims to a share of her paternal patrimony, after the mid-thirteenth century a dowry often functioned as a premortem inheritance. Count Ulrich III of Pfannberg acknowledged in 1288 that his father-in-law Count Ulrich II of Heunburg had paid him and his wife Margaret her dowry (“haim-stewer”) of 1,000 marks of silver. With her consent and her father’s he had invested the silver in coins and rents. In return Ulrich III and Margaret renounced any further claims to her father’s or mother’s inheritance. The latter provision was especially important because Margaret’s mother, Countess Agnes, had been one of the Babenberg heiresses. The subsidiary inheritance rights of the bride could also be explicitly recognized, however. For instance, the marriage contract of Diemut of Pettau, daughter of Hartnid III, stipulated in 1309 that she retained the same rights to the Pettau patrimony as Hartnid’s other daughters if he died without a male heir (this did not occur).

Since a dowry could be a premortem inheritance, its assignment could have

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55. Regesten Steiermark 1/1:121, no. 435.
56. MC 10:159, no. 478.
57. MC 6:64–65, no. 95.
59. Regesten Steiermark 1/1:26–27, no. 89.
crucial political ramifications, as the case of Margaret of Steinkirchen illustrates. Coincidentally, the agreement also illustrates how complicated such marriage contracts could be. Conrad I of Steinkirchen promised on 13 March 1255 to give his future son-in-law, Conrad V of Kalham-Wartenfels, rents of £10 as they were computed at harvesttime and rents situated between Diebering and Mondsee that Conrad of Steinkirchen had pledged for £100. Conrad V was to redeem and to use the rents that Conrad of Steinkirchen had pledged until the latter could repay him. To redeem the pledge, Conrad of Steinkirchen was to let his son-in-law select rents of £10 from among his father-in-law’s rents. In other words, Conrad V was paying his father-in-law’s debts as part of the marriage settlement. After the marriage had been consummated, eight arbiters—four friends selected by each side—and Conrad of Steinkirchen himself were to determine whether he owed his son-in-law an additional amount. Conrad of Steinkirchen also agreed to give Conrad V twelve persons of knightly status, the fiefs of twelve knights, and, most important, an alod or fief where he could build a castle. Conrad of Steinkirchen was to execute the agreement by 23 April and to repay the £100 by Christmas. If either man broke the contract, he would be obligated to pay the other £200.60 Margaret’s dowry thus consisted of an annual income of £10, twelve armed men and their fiefs, and the building site for a castle.

On 23 June 1259 Archbishop Ulrich confirmed his predecessor’s enfeoffment of Conrad of Steinkirchen and his son Conrad II with the fiefs that had belonged to Conrad I’s own father-in-law, During of Stefting, and During’s brother Ortolf II and attested that Conrad had inherited in accordance with a now lost agreement that the Steftings and Conrad had made with Archbishop Eberhard II—that is, before 1246. After Conrad of Steinkirchen and his son renounced their rights to the Steftings’ fiefs, Archbishop Ulrich enfeoffed Conrad of Kalham, who in the interim had married Margaret of Steinkirchen, with whatever the Steftings had possessed at Thalgaueck in the parish of Thalgau, sixteen kilometers northeast of Salzburg, as well as all the other fiefs Conrad of Steinkirchen had granted his son-in-law. Archbishop Ulrich authorized Conrad V to build a castle at Thalgaueck or at a more suitable place. If both Conrad I and Conrad II of Steinkirchen died without an heir, then Conrad V and Margaret were to possess all the fiefs the Steinkirchens had held from Salzburg.61 The right of a sister to inherit the property of her childless brother was thus explicitly recognized in this case.

Conrad V of Kalham subsequently built a castle at Wartenfels, the name he then adopted, five kilometers south of Thalgau. In other words Margaret, not her brother Conrad II, had obtained a substantial portion of her mother’s inheritance in the guise of a dowry. Margaret’s maternal inheritance may be the key to ex-

60. SUB 4:30–31, no. 33.
61. SUB 4:42–43, no. 42.
plaining why she received such a large dowry and why these two documents have been preserved.

Margaret’s marriage to Conrad V of Kalham was a device to prevent the alienation of the Steffling inheritance outside the archiepiscopal familia and part of a long-term plan to bind the Steinkirchens to Salzburg. The legal status of Margaret’s father was uncertain. On 27 April 1232, Archbishop Eberhard II wrote to Count Henry I of Ortenburg that in accordance with the laws of the church of Salzburg any children to be born from the marriage of the count’s ministerial Conrad of Steinkirchen and Adelaide, daughter of the archiepiscopal ministerial During of Stefling, were to be divided equally between them. At the count’s request Emperor Frederick II confirmed this agreement at Udine on 2 May 1232.62 Yet Conrad had already been identified as an archiepiscopal ministerial in 1216, significantly enough in a document that concerned the Ortenburgs.63 The best explanation for this confusion about Conrad’s precise legal status is that his mother had been an archiepiscopal ministerial and that his marriage to Adelaide of Stefling had been arranged by Eberhard II to bind Conrad more closely to Salzburg. It was probably at this time that Eberhard issued the lost charter that Archbishop Ulrich referred to in 1259, in which the Steffings’ fiefs had been promised to Conrad. Presumably Margaret rather than her brother Conrad II had originally been assigned to Salzburg in accordance with the 1232 agreement, and that is why she received a significant portion of the Steffing inheritance as her dowry.64 Archbishops Philip and Ulrich had utilized the assignment of Margaret’s dowry to regulate the Steinkirchen-Stefling inheritance to the church’s advantage.

The archbishops’ involvement in Margaret’s marriage, like the grant of a dowry in accordance with Styrian territorial law, demonstrates how closely the acceptance of the Heiratsgabensystem was linked to the assertion of the princes’ territorial supremacy. It was they who were called on to guarantee that the parties had fulfilled their obligations and they who manipulated the system to their own benefit.

The bride’s family could also supply her with a trousseau (Fertigung). A widow generally retained those household goods that she had contributed to the marriage, as can be seen in a 1287 arbitration award. Bertha, the widow of Frederick Poechlein of Rechberg, a Carinthian ministerial, quarreled with her stepson Hermann

62. SUB 3:425–27, nos. 882a, 882b. Adelaide’s name was not mentioned here but appears in UB Raitenhaslach 1:195, no. 238. Conrad was identified again as an Ortenburg ministerial in 1251 (OÖUB 3:180–81, no. 188).
63. SUB 3:203–5, no. 693b. Conrad was again called an archiepiscopal ministerial in 1249 (OÖUB 3:153, no. 154).
64. There is no question that Conrad II was Adelaide’s son, because in 1258 Conrad I gave Raitenhaslach two manors with Adelaide’s consent and the consent of his son Conrad II, who was described as being of age, and his unnamed sisters (UB Raitenhaslach 1:195, no. 238). There would have been no reason to stress in 1258 that a man born before 1232 was of age.
about the terms of her widow's dower and about her children's share of the Rechberg inheritance. She was awarded all the movable property ("varendes guetes") she had possessed since Frederick's death: specifically, unminted silver, coins, jewels, bed linens, crossbows ("arenbrusten"), and armor ("eisengwante"). Normally a widow did not receive goods like weapons that had clearly belonged to her husband; perhaps the crossbows and armor were a subject of contention because Bertha had sons of her own who could use them.65

In exchange for the receipt of the dowry, the groom—or if the marriage was arranged on the groom's behalf, his father or other kinsmen—was required to designate the lands that would provide the bride with the income specified as her widow's dower (donatio propter nuptias, dotalitum, or contrados) and to offer security for its payment. Scribes in the thirteenth century struggled to develop a terminology that would distinguish clearly between the widow's dower and the dowry, both of which had been designated the dos in the Codex Falkensteinensis. It was only gradually that terminology borrowed from Roman law gained general acceptance. For example, one scribe referred in 1290 to the 40 marks that Lady Adelaide had received from her husband "nomin dotis immo pocius donatio propter nuptias." 66 The husband's contribution was perceived as a counterpayment to the receipt of the dowry. This is reflected in what eventually became the most frequently used German word for the husband's payment, Widerlage, which like its Latin equivalent contrados, emphasized that the designation of the dower was contingent on payment of the dowry. Thus Duke Henry of Carinthia, the titular king of Bohemia, stated in 1311 that he owed his sister-in-law Euphemia, widow of his brother Otto, the 3,000 marks Otto had assigned to her "ze widerlegunge der selben heimstevr." 67

The groom or his family often enumerated in advance, with considerable precision, the expected income from the lands that were to form the bride's dower, though the actual assignment of part or all of the dower might not occur until after the marriage had been consummated. Henry I of Staufeneck indicated on 12 October 1294, for example, that he was assigning to his fiancée Elizabeth, daughter of his coministerial Frederick I of Felben, a dower of £30 drawn from the following widely dispersed sources: £12 in the district of Saalfelden in the Pinzgau that Henry's mother Euphemia had surrendered for this purpose; £4 from Piding, near Staufeneck in Upper Bavaria, and from Mauthausen in the Lungau; and another £4 from his intrinsic alod in Taching on the Wagingersee in Upper

65. MC 6:48–49, no. 70. On Frederick's status, see MC 4/2:657–60, no. 2921, article 47, where Frederick was listed among the "Homines proprior nobiles" of the duke of Carinthia. For additional information on the Fertigung, see Brauneder, Entwicklung, pp. 51, 352–54.
67. MC 8:22, no. 62.
Bavaria. Since these rents were archiepiscopal fiefs, Henry turned them over to Archbishop Conrad IV, who granted them to Frederick of Felben on behalf of his absent daughter. If Henry had not designated the remaining £10 by 1 November 1296 (a year after the marriage had been consummated?), then Henry’s cousin Ulrich of Staufeneck and Conrad I of Oberndorf were to give Frederick of Felben annual incomes of £3 and £5, respectively, from various properties. If this did not add up to £30, Ulrich and Conrad were to guarantee the payment of the balance. The entire transaction occurred in the presence of Archbishop Conrad IV and Henry’s peers, who sealed the charter.68

The income of £12 that Euphemia surrendered may have been part of her own widow’s dower, since families could employ the same properties every generation to endow their wives. For example, in 1298 Countess Agnes of Pfannberg exchanged her dower (“morgengab”) in the Lavant valley in Carinthia—namely the castle of Löschental and a tower in Lavamünd—for a comparable income and castle in Bavaria that Archbishop Conrad IV would grant her. These castles also served at the same time as the dower (“doneis, que vulgariter leibgedinge dicuntur”) of Agnes’s sister-in-law Elizabeth and daughter-in-law Margaret.69 Such arrangements may have been the cause of dissension, because Henry of Staufeneck reported that his cousin and Conrad of Oberndorf, who had witnessed his mother’s renunciation, were prepared to testify if she later denied it.

Although the husband enjoyed the use of the income from his wife’s dowry during her lifetime, she did not take actual possession of her dower lands until after his death. The husband could not alienate her dower without her consent, however, and it, like the dowry, provided for the couple’s joint maintenance. In effect the designated land had been pledged to the wife, and her claims to the dower took precedence over all other claims to the husband’s estate. This was true even if the husband incurred the archbishop’s wrath. For example, when Engelschalk, the castellan of Reichenburg (today Rajhenburg-Brestanica, Slovenia), was reconciled with Archbishop Frederick II in 1275, Engelschalk acknowledged that if he ever again harmed the archbishop or the church of Salzburg, he would forfeit all his fiefs if he did not compensate the church within a month after he had been summoned to give an account of his conduct. Only those rents and possessions that had been assigned to his current wife as her widow’s dower (“in dotem propter nupcias”) were excluded from this provision.70 Similarly, the archiepiscopal ministerial Henry II of Bergheim, who had angered the archbishop once too often, was forced in 1295 to sell all his possessions to Archbishop Conrad IV. The fiefs that Henry had assigned to his wife Bertha as her dower were included in the sale, but Bertha was required to renounce her right to her dower in a separate

69. MC 6:270–71, no. 403; SUB 4:258–59, no. 217; Regesten 2:64, no. 517.
70. UB Steiermark 4:344–45, no. 575.
transaction sealed by the town of Wels in Upper Austria, where she had taken refuge.\textsuperscript{71}

The widow had the right to the income from the land but could not alienate it. Remarriage did not abrogate her rights to her dower, because its use had been pledged to her for her lifetime. If the couple had been childless, the property reverted to the husband's heirs after the widow's death. If the marriage had been blessed with children, their mother's dower lands belonged to them and could be alienated only with their consent. For example, in 1290 Catherine, the widow of a burgher of Marburg, sold a vineyard that had been part of her dower (\textit{Morgengabe}) to Viktring Abbey, with the consent of her children, Peter and Catherine.\textsuperscript{72}

The archbishops' participation in so many of these transactions shows once again how much the acceptance of the \textit{Heiratsgabensystem} depended on the assertion of the princes' authority. As the remarriage of Frederick V of Pettau in 1287 illustrates, it was their oversight that removed much of the uncertainty that had plagued the \textit{Leibgedingesystem} and guaranteed that the parties would heed their obligations. Archbishop Rudolph authorized Frederick to assign to his second wife, an unnamed countess, as her widow's dower ("in donationem propter nuptias") 500 Graz or Friesach marks that he held in fief from the church, with the stipulation that any sons she bore him would marry only women who belonged to the archiepiscopal familia. If she died without male heirs, the income would revert to Frederick's sons by his first wife, Frederick VI and Hartnid III. Rudolph promised to enfeoff her with the fiefs the next time he came to Pettau or Styria, whereupon she was to give the archbishop a charter listing the fiefs that pertained to her dower.\textsuperscript{73} These provisions secured the archbishop's rights to Frederick's children by his second wife, the inheritance rights of his sons by his first wife, and the widow's right to the peaceful enjoyment of a dower that was on file in the archbishop's archives.

A husband could also give his wife, if it was her first marriage, a \textit{Morgengabe} or morning gift, which she could alienate in any way she wished. Although in the early modern period \textit{Morgengabe} came to mean almost exclusively \textit{pretium virginitatis}, that is, a compensatory payment for the bride's loss of her virginity, according to Brauneder the term often referred simply to the widow's dower. This appears to have been the case in the examples cited in the discussion of the widow's dower. \textit{Morgengabe} was employed in this more general sense because every marriage payment was ultimately linked to the consummation of the marriage. Thus \textit{Morgengabe} could be employed for any marital assign that one spouse, rather than a third party like a parent or the archbishop, made to his or her

\textsuperscript{71} Regesten 1:118, nos. 917, 918; 153, no. 1198; 2:33, no. 264; 34, no. 271. Another example of a woman who gave her consent to the sale of her widow's dower (\textit{Morgengabe}) was Salmey, wife of the impoverished Eckart of Eichham (Regesten 2:93, no. 797). See above, chapter 3 at note 162.

\textsuperscript{72} MC 6:97, no. 146.

\textsuperscript{73} Regesten 1:164–65, no. 1276.
partner. When *Widerlage* was finally accepted as the term for the husband’s chief contribution to the marriage—that is, the widow’s dower per se—*Morgengabe* assumed the nearly exclusive meaning of *pretium virginitatis*, a secondary and voluntary payment given to a woman who married for the first time; but this is not true of the period under consideration here.⁷⁴

There are instances where *Morgengabe* was clearly employed before 1343 in the technical sense of a supplementary payment given by the husband to his wife in addition to her widow’s dower. Henry I of Staufeneck, who granted his fiancée Elizabeth of Felben a dower of £30, also promised her an annual income of £6 as her *Morgengabe*.⁷⁵ The marriage contract of Duke Henry of Carinthia (1295–1335), titular king of Bohemia, and Beatrice of Savoy, who was identified as a virgin, stipulated in 1326 that she was to receive a “heimsture” of 5,000 marks of silver payable over four years. In return Henry was to assign to her a “widerlegung” of 5,000 marks and a *Morgengabe* in accordance with his will and honor.⁷⁶

In most cases, however, *Morgengabe* seems simply to have meant the widow’s dower. It was employed in this sense, according to Brauneder, in the *Salzburger Landesordnung* of 1328. Archbishop Frederick III declared that “nothing else is a ‘morgengab’ than that which a husband conferred to his wife on the first morning by the bed when he lay with her, and a woman may claim nothing else as her ‘morgengab.’ ” The archbishop added that if a wife had any other claims to her husband’s property she would have to prove it with witnesses, and that the grant of a fief as a *Morgengabe* was binding upon the husband’s lord only if the latter had granted his consent.⁷⁷ Although this provision may sound like the bestowal of a morning gift, Archbishop Frederick seems to have been referring to a case like the following. In 1307 Archbishop Conrad IV granted Ulrich of Haunsberg and his wife Adelein of Bergheim an income of £19 6s. 6d. in fief from a property in the parish of Berndorf to supplement the *Morgengabe* “that he [Ulrich] gave her on the day on which he rose from her in the morning” and about which Adelein possessed a charter from Archbishop Rudolph.⁷⁸ Presumably Ulrich was not compensating Adelein a second time for the loss of her virginity, approximately twenty years after her marriage had been consummated, but was increasing with the archbishop’s permission the amount of her dower.

The few attempts scribes made to Latinize *Morgengabe* suggest that they thought the word meant the widow’s dower rather than *pretium virginitatis*, a term they never to my knowledge employed. In 1264 Bishop Dietrich II of Gurk (1253–78) granted the “arram quandam, quod teutonice morgengabae nuncupatur” that

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⁷⁶. MC 9:19, no. 67.
Lady Mary of Salenburg (today Zamerk, Slovenia) had surrendered to him to her son-in-law Hertwig of Proschin (today Prožin, Slovenia) and her daughter Benedicta and their heirs. The bishop added that Hermann of Proschin, an episcopal ministerial, had previously granted this “arra” to Mary as her marriage portion (“Eadem . . . arra . . . est antea subarrata”).79 The choice of the Latin word arra with its root meaning of a pledge or an earnest fits the widow’s dower better than a voluntary gift.

The most explicit translation of Morgengabe as the widow’s dower occurred in 1275 when Count Albert II of Görz (1258–1304) married Euphemia, daughter of Count Conrad II of Plain-Hardegg. Each contributed 2,000 marks to the marriage. If the marriage was childless and Albert died first, Euphemia was to retain the lifelong use of the castle of Virgen, which had been pledged to her for the combined 4,000 marks; after her death it would revert to Albert’s heirs. If she died first in the same circumstances, Albert was to retain the dowry during his lifetime; the 2,000 marks would be returned to her heirs after his death. Any sons of Albert and Euphemia were to share the Görz inheritance equally with Albert’s son by his first marriage. If the couple had only daughters, they were to own and fully possess their mother’s “dotalicum, quod Morgengabe dicitur in vulgari.”80 Since the morning gift was not mentioned anywhere else in this detailed marriage contract that took every eventuality into consideration, it is clear from the context and the scribe’s choice of the word “dotalicum,” which was normally employed for the dower, that the scribe equated the Morgengabe with the dower.

The last Latinization, however, shows the double meaning of the word. In 1299 the cathedral chapter of Gurk authorized its bailiff to confer a hide that he held in fief from the chapter to his wife. The hide was to serve “pro dote seu dono, quod lingwa wlgari morgengab dicitur,” that is, as the widow’s dower or the gift that is called the Morgengabe.81 In conclusion, in the period under consideration here it seems wisest to translate an isolated reference to the Morgengabe as the widow’s dower unless there is clear evidence to the contrary.

Jack Goody argued that northern European society placed less importance on the bride’s virginity than did the Mediterranean world. He attributed the relative unimportance of the morning gift in the northern European system of dotal payments both to a later age of marriage and to the shift of emphasis from the

79. UB Steiermark 4:91–92, no. 147. Hermann the Elder of Proschin was identified as a Gurk ministerial in MC 1:256–57, no. 343. See also Pirchegger, Untersteiermark, pp. 230–31. There is no indication that Hertwig and Hermann of Proschin were related to one another, but it is quite possible that Hertwig’s marriage to Benedicta had been consanguineous. For another example of the use of arra for the dower, see MC 3:530–31, no. 1387.

80. MC 5:117–19, no. 173. There are other examples from outside the archdiocese where scribes equated Morgengabe with the widow’s dower. Duke Frederick II confirmed in 1232 the Hospitalers’ possession of some property that the widow of the previous owner had claimed “iure dotis quod vulgariter morgengabe sonat” (BUB 2:131–32, no. 295). The so-called Stadtrecht of Wiener Neustadt of 1221/30, a copy made about 1300 of a forgery that originated in 1276/77, referred to the “dotarum propter nupcias id est morgengab” (BUB 2:36–52, no. 232. article 73).

81. MC 6:299–300, no. 444.
consummation of the marriage to the betrothal as the constitutive component in the formation of a marriage.\textsuperscript{82} That scribes in the archdiocese normally employed \textit{Morgengabe} to refer to the widow’s dower rather than to a compensatory payment for the bride’s loss of virginity suggests that this may have been true in the archdiocese too. In any case the genuine morning gift was rarely mentioned in the extant documentation, probably because it was a voluntary and comparatively small amount paid in cash and at the wife’s free disposal.

The \textit{Heiratsgabensystem} had become so entrenched in the principality of Salzburg by the first half of the fourteenth century that Archbishop Frederick III could simply state in 1336 that Konrad der Pöll, a burgher of Salzburg, had consigned a widow’s dower to his wife Christine in exchange for her dowry, in accordance with territorial law.\textsuperscript{83} There was, to my knowledge, no written law that required such an act. Such arrangements had become customary because they removed the uncertainties that had surrounded the earlier \textit{Leibgedingesystem}, made it easier for a couple to establish a separate household, and provided for the proper maintenance of the widow. The whole system ultimately depended on the prince’s new territorial supremacy for its enforcement.

There is one other point that should be considered. The payment of a dowry is generally associated by anthropologists with bilateral kinship systems and an emphasis on “the conjugal bond and affinal linkages . . . notwithstanding the existence of [unilineal] descent ideologies.”\textsuperscript{84} As David Herlihy pointed out, the patrilineral family structure of high medieval Europe was superimposed on an existing cognatic one, as can be seen in the church’s definition of consanguineous marriages, the subsidiary inheritance rights of women, and the continued reliance on maternal kinsmen as guarantors or oath helpers.\textsuperscript{85} The \textit{Heiratsgabensystem}, which required the bride’s family to contribute to the establishment of the couple’s household but also protected the interests of her natal family, strengthened such cognatic ties. The stress on the conjugal bond implicit in the whole system of dotal payments may also have fostered the more positive assessment of marriage and feelings of family affection that, according to Herlihy, increasingly characterized the late medieval household.\textsuperscript{86}

\textbf{The Amount of the Assigns}

Herlihy stated that “widely across Europe” the “burdens of matrimony” shifted in the High Middle Ages from the groom’s family to the bride’s, so that the hus-

\textsuperscript{83} Regesten 3:100, no. 1004.  
\textsuperscript{84} Comaroff, “Introduction,” p. 12.  
\textsuperscript{86} Ibid., pp. 125–28; idem, \textit{Medieval Households}, pp. 112–30.}
band's contribution declined “to virtual insignificance” in the later Middle Ages. 87 This was not the case in the eastern alpine principalities. Brauneder found that in this region the dower was at least as large as the dowry, if not larger, and only rarely less than the wife's contribution. For example, the typical ratio between the dowry and dower in Styria and Carinthia was 1:2, and it was 1:1.5 in the principality of Salzburg. Regrettably, he did not report the precise chronological limits of his study, how many cases he had examined, or their distribution over time. 88 Grooms and their families in the eastern alpine principalities, unlike Italy, where Herlihy focused his attention, were expected to make a major contribution to the establishment of their households.

Harald Bilowitzky's study of the Heiratsgabensystem in the late medieval duchy of Styria fills in many of the gaps in Brauneder's work. Bilowitzky obtained information about 475 marriages: 10 in the thirteenth century, of which 2 involved families of comital or free noble status and 7, lineages of greater ministerials; 176 marriages in the fourteenth century, of which 6 concerned the free nobility and 61, the greater ministerials; and 289 marriages in the fifteenth century. He was able to ascertain both the dowry and the widow's dower in about a quarter of the marriages. The ratio between the two assigns in all the thirteenth-century cases was 1:1 (the marriage of Albert of Görz and Euphemia of Plain-Hardegg is an example), but by the first half of the fourteenth century 25 percent of the marriages already involved a ratio of 1:1.5. By the second half of the fifteenth century the dowry was less than the dower in 84 percent of the examples (the ratio was 1:2 in 64 percent of the marriages). In only two instances, both involving the daughter of a burgher marrying a knight, did the woman pay more than the man. In short, the amount of the dowry relative to the widow's dower declined after the thirteenth century, a trend that runs counter to what Herlihy observed elsewhere in Europe.

Moreover, Bilowitzky found that the amount of the dowry, the crucial component in the Heiratsgabensystem because the widow's dower was contingent on the size of the dowry, depended on the woman's estate and was fixed within very narrow limits for considerable periods. The minimum amount was determined by the need to provide a couple with an income commensurate with their status in society, whereas the maximum was fixed in effect by a lineage's reluctance to impoverish itself through overly generous provisions for its daughters. Bilowitzky converted the dowries into pounds and tried to determine at twenty-five-year intervals the average dowry of the daughter of a count versus the daughter of one of the lords of ministerial status—the two groups that composed the Styrian Herrenstand. He obtained the following figures: 1275, £1,100 versus £550; 1300, £1,100 versus £500; and 1325, £1,100 versus £500. As these figures show, the dowry of a countess was approximately twice that of the daughter of a prominent ministerial.

By 1400 the dowry of a princess was in turn seventeen times that of a countess, while the daughter of a knight received only a sixth of the dowry of a woman of ministerial rank. The amounts of the dowry thus mirrored the hierarchical structure of late medieval Styrian society: the growing chasm between the princely houses and their former comital peers; the gradual merger of the remaining noble lineages and greater ministerials into a single estate of lords; and the division of the nobility between the lords and the knights.89

I have tried to determine the ratio between the dowry and the widow's dower in the principality of Salzburg before the middle of the fourteenth century and to ascertain whether there was a comparable hierarchical order in the size of the dowries that women of ministerial and knightly status received. I limited my investigations to women who resided within the principality or else married men who did. This excludes, for example, the Pettaus, whose marriages are better understood in the Styrian context. Regrettably, the evidence is too fragmentary and problematic to permit any definitive conclusions. I found in only three instances both the dowry and the dower of the same woman. Margaret of Steinkirchen’s dower, for example, is unknown. Moreover, much of the extant evidence has survived precisely because it was in some way exceptional. Kunigunde of Goldegg’s dowry was part of an agreement to raise troops, and Adelaide and Brigitte of Polheim were the nieces of Archbishop Weichart. It is impossible to tell how such factors affected the amounts of the assigns and whether the archbishop’s own contribution to a marriage was an additional payment or relieved the family from some or all of its own obligations. Some contributions cannot be assigned any meaningful monetary value. What, for example, was the worth of the twelve knights, their fiefs, and the building site for a castle that Margaret of Steinkirchen received as her dowry?

There are difficulties even when a monetary amount is declared. Dowries, dowers, and morning gifts could be stated in terms of the total amount of money assigned to the woman, as in the marriage contract of Countess Euphemia of Plainhardegg, or in terms of the expected income from the land that had been pledged to her—for example, the annual income of 30 Salzburg pounds that Elizabeth of Felben received as her dower. I have standardized such payments by employing the most common one-to-ten ratio between the expected annual income and the value of a rent, but other ratios varying from 1:5 to 1:15 and distinguishing between alods and fiefs were sometimes employed in such calculations.90 Exchange rates are another problem. I have converted marks of silver, Regensburg pounds, and Aquileian marks of pennies into Salzburg pounds and Kunigunde

90. On the one-to-ten ratio, see above, n. 53. Other ratios were 1:10 for alods, but only 1:5 for fiefs (1245) (SUB 3:624–26, no. 1079); 1:11 for alods, but only 1:5 for fiefs (1242) (SUB 3:532–34, no. 984); 1:14 (1242) (SUB 3:540–42, no. 991a); and even 1:15 (1226, 1260) (SUB 3:334–36, no. 806; MC 2:84–87, no. 636).
### Table 1. Burdens of Matrimony

**Dowries and Dowers of Ministerial Women Who Married Their Peers**

<table>
<thead>
<tr>
<th>No.</th>
<th>Characters</th>
<th>Date</th>
<th>Dowry Description</th>
<th>Dower Description</th>
<th>Annual Income</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Kunigunde of Goldegg and Ulrich II of Liechtenstein (1250)</td>
<td>1250</td>
<td>Dowry, 30 Salzburg pounds (4,730 grams of silver) £40 from the archbishop (6,307 grams)</td>
<td>total annual income, £70 (11,037 grams) value of dowry, £700 (£300 from father, £400 from archbishop)</td>
<td>Dower, 60 marks of Friesach pennies (8,160 grams) 20 squires</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Kunigunde of Weissenegg and Frederick II of Törring (1298)</td>
<td>1298</td>
<td>Dowry, 100 Regensburg pounds (150 Salzburg pounds)</td>
<td>Dower, 200 Regensburg pounds (300 Salzburg pounds)</td>
<td>(Regesten 2:46–47, no. 374; 74, no. 620)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Margaret of Steinkirchen and Conrad V of Kalham-Wartenfels (1255)</td>
<td>1255</td>
<td>Dowry, annual income £10 (£100) 12 knights, 12 fiefs building site for a castle</td>
<td>(SUB 4:30–31, no. 33; 42–43, no. 42)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Adelaide of Polheim and Diether of Felben (1317)</td>
<td>1317</td>
<td>Dowry, 200 marks of silver (£400), annual income £40</td>
<td>(OÖUB 4:74–75, no. 78; Regesten 3:6, no. 56)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Elizabeth of Stubenberg and Otto VI of Goldegg (1293)</td>
<td>1293</td>
<td>Dower, £200, annual income £20</td>
<td>(Regesten 2:23–24, no. 182)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Elizabeth of Felben and Henry I of Staufeneck (1294)</td>
<td>1294</td>
<td>Dower, annual income £30, total value £300 Morganbabe, annual income £6, total value £60</td>
<td>(Regesten 2:29, no. 227)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Elizabeth of Walchen and Ulrich of Freundsberg (1297)</td>
<td>1297</td>
<td>Dower, annual income of 20 marks (£13 80d.) total value, £133</td>
<td>(Regesten 2:45, no. 358)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Margaret of Kalham and Godfrey of Reichenstein (1304)</td>
<td>1304</td>
<td>Dower, 200 Aquileian marks (200 Salzburg pounds)</td>
<td>(Regesten 2:83, nos. 702, 704)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Dowries and Dowers of Daughters of Knights or Ministerials Who Married Knights**

<table>
<thead>
<tr>
<th>No.</th>
<th>Characters</th>
<th>Date</th>
<th>Dowry Description</th>
<th>Dower Description</th>
<th>Annual Income</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>Margaret of Weissenegg and Conrad II of Kuchl (1302)</td>
<td>1302</td>
<td>Dowry, £100, annual income £10</td>
<td>Dower, £150, annual income £15</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TABLE 1. Continued

### Dowries and Dowers of Daughters of Knights or Ministerials Who Married Knights

**Morgengabe**, £100, annual income £10  
(Regesten 2:74, no. 618)

### Dowries of Daughters of Knights or Ministerials Who Married Knights

10. Agnes of Neukirchen and Ulrich V of Wiesbach (between 1297 and 1312)  
Dowry £80, annual income calculated at £10  
(Regesten 2:41, no. 334; 121, no. 1049)

11. Ludmey of Staufenneck and Frederick of Schlossberg (1305)  
Dowry £60, annual income £6  
(Regesten 2:87, no. 743)

12. Guta and Rudolph IV of Fohnsdorf (before 1312)  
Dowry, 100 marks of silver (200 Salzburg pounds), annual income £20  
(Regesten 3:122, no. 1234)

13. Daughters of Nicholas of Tann’s squires (1338)  
Dowry, £10, annual income £1  
(SUB 4:441-42, no. 370)

### Dowers of Daughters of Knights or Ministerials Who Married Knights

14. Adelaide of Kalham and Jakob I of Thurn (1293, 1302)  
Dower, annual income £20, total value £200  
(Regesten 2:21, no. 166; 74, no. 617)

15. Elizabeth and Conrad of Teising (1332)  
Dower, £100, annual income £10  
(Regesten 3:83, no. 823)

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of Goldegg’s dowry and dower into grams of silver because I was unable to find an exchange rate between the Salzburg pound and the Friesach silver penny, in which her dowry and dower, respectively, were stated.91 Table 1 summarizes my findings.

What conclusions, if any, can be drawn from this fragmentary and problematic

91. Four Regensburg pennies were the equivalent of six Salzburg pennies at the end of the thirteenth century. Bernhard Koch, “Der Salzburger Pfennig: Münz- und Geldgeschichte Salzburgs im Mittelalter,” Numismatische Zeitschrift 75 (1953): 43. A mark of Aquileian pennies equaled a Salzburg pound in 1314 (Regesten 2:133, no. 1144). In the last three decades of the thirteenth century a mark of silver, Viennese weight, was considered to be worth 2 Salzburg pounds (SUB 4:82-83, no. 80 [1273]; Regesten 2:6, no. 50 [1291]; 30, no. 236 [1295]). The silver content of the silver penny was somewhat greater about 1250 than it was by 1300, but its silver content in the first half of the fourteenth century is unknown. On this point see Koch, “Der Salzburger Pfennig,” pp. 41-43. Koch calculated the silver content of the Salzburg penny in 1241 as 0.657 gram, in 1273 as 0.584 gram, in 1291 as 0.534 gram, and in 1355 as 0.435 gram. In spite of these difficulties, I have employed the one-to-two ratio between Viennese marks of silver and Salzburg pounds in making rough comparisons between dowries and dowers. In calculating Kunigunde of Goldegg’s dowry, I used Koch’s figure for the silver content of the Salzburg penny in 1241 (240 pennies to the pound). The income from her dowry was stated in marks, I assume marks of Friesach pennies, the standard coin south of the Tauern in the period. There were 270 pennies to a Friesach mark, each with a silver content of 0.85 gram in the 1250s (Luschin-Ebengreuth, “Friesacher Pfennige,” p. 144).
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evidence about the ratio between the dowry and dower, the amounts of the as­signs, and the effect that social gradations had on the size of the payments in the principality? There is some information about the ratio between the dowry and dower in three cases: Kunigunde of Goldegg (no. 1), roughly 1:2 (4,730 grams versus 8,160 grams) if the archbishop’s contribution of £40, the twenty squires, and the morning gift are ignored and roughly 1:1 if the archbishop’s contribution and the morning gift are added in (11,037 grams versus 10,455 grams); Kunigunde of Weissenegg (no. 2), 1:2; and Margaret of Weissenegg (no. 9), 1:1.5 if the morning gift is excluded and 1:2.5 if the morning gift is included.

There is no way of knowing, however, how much Archbishop-Elect Philip’s contribution of £40 toward Kunigunde of Goldegg’s marriage in return for the services of one hundred armed men supplied by Ulrich I of Liechtenstein distorted the marriage contract between her and Ulrich’s son. The other two marriage contracts are equally problematic. Archbishop Conrad IV gave Kunigunde of Weissenegg a dowry of 100 Regensburg pounds, but she may also have received a payment from her own family. Since Archbishop Weichart agreed to pay half of the dowry of his niece Adelaide of Polheim (no. 4), it is quite conceivable that Archbishop Conrad’s contribution to Kunigunde of Weissenegg’s dowry was, say, only half of what she received. In that case the ratio would be not 1:2 but 1:1, as was the case with all the thirteenth-century Styrian examples Bilowitzky examined. Finally, Kunigunde’s sister Margaret of Weissenegg was the second wife of the richest man in fourteenth-century Salzburg, Conrad II of Kuchl, who may have been especially generous to a considerably younger wife of higher social status than his own. She was specifically required, in any case, to renounce any further claims to Conrad’s fiefs, houses, and movable property in return for her dower and morning gift. The most plausible conclusion is that the bride’s and groom’s families made equal contributions in the thirteenth century to the establishment of the household but that the bride’s contribution may have started to decline relative to the groom’s in the first half of the fourteenth century. Certainly there is no evidence for dowry inflation or the reduction of the husband’s contribution to insignificance.

Kunigunde of Goldegg’s combined dowry of £700 was large even by Styrian standards for a woman of ministerial rank, but the contribution supplied by her father, an annual income of £30 (total value of £300), was more in line with what other Dienstweiber who married their social peers received. If, for example, Archbishop Conrad’s contribution of 150 Salzburg pounds to Kunigunde of Weissenegg’s dowry was, as I have suggested, only half of her total dowry, then she too would have received a dowry of £300. Adelaide of Polheim received £400, but she was the niece of the regnant archbishop.

Elizabeth of Felben’s dower of £300 (no. 6) would fit very nicely with the 1:1 ratio, but Henry I of Staufeneck was a rebellious ministerial who had been forced to marry her under the terms of his reconciliation with Archbishop Conrad IV. Elizabeth’s father may have driven a hard bargain to ensure her proper mainte-
nance if Henry again incurred the archbishop’s displeasure. A dower of £200 such as Elizabeth of Stubenberg or Margaret of Kalham received (nos. 5, 8), with a corresponding dowry of £200, may have been more common. But even £300 was still considerably less than the £500 a Styrian Dienstweib was given as a dowry. This discrepancy between the amount of the assigns of archiepiscopal and Styrian ministerials helps to explain why only the wealthiest lineages of archiepiscopal ministerials could afford a Styrian marriage and, conversely, why a Styrian family like the Stubenbergs may have found an archiepiscopal ministerial an attractive husband for a daughter with a smaller dowry.

The dowers of the daughters of ministerials or knights who married knights were smaller than those of Dienstweiber who married their peers, but three of the examples probably distort the picture unduly. The heavily indebted William IV of Staufenecck borrowed £60 from Archbishop Conrad IV to supply his sister Ludmey with a dowry (no. 11), but William may have been able to do something on his own. Nicholas of Tann left £40 in his will in 1338 to provide dowers for four of his men (a pious donation like this suggests a positive attitude toward marriage) (no. 13), but this bequest presumably supplemented their fathers’ contributions. Archbishop Conrad IV gave Guta £200 (no. 12), but she married Rudolph IV of Fohnsdorf, the son of a Styrian knight who was described in the Österreichische Reimchronik as the archbishop’s closest blood relative. Still, although Guta may have obtained an additional amount from her unknown natal family, her dowry was probably smaller than that of another kinswoman of an archbishop, Adelaide of Polheim (no. 4), who came from a prominent family of Upper Austrian ministerials and married her social equal.

The dowers of Margaret of Weissenegg, Adelaide of Kalham, and Elizabeth of Teising (nos. 9, 14, 15), which ranged between £100 and £200, may thus be a more accurate indication of the size of both the dowry and dower of a Dienstweib or a knight’s daughter who married a knight. The dowry of Agnes of Neukirchen (no. 10) would fit into this range, since Archbishop Conrad had provided the couple with an annual income of £10, which he redeemed in 1312 for £80. In this case the archbishop’s contribution may have been Agnes’s entire dowry, because the dukes of Lower Bavaria had surrendered their proprietary rights to Agnes in 1297 with the understanding that the archbishop would provide for her in proper fashion.

A dowry or dower of £100 to £200 was less than the £200 to £300 that a woman of ministerial rank who married her peer could expect. It is worth observing that Kunigunde of Weissenegg, who married her fellow ministerial Frederick II of Törring in 1298, had a dower of 300 Salzburg pounds (no. 2), whereas her sister Margaret, who married the wealthy knight Conrad II of Kuchl four years later,

was assigned a dower of only £150 (no. 9). It is perhaps safe to say, therefore, that
the dowry and dower of a Dienstweib who married a coministerial were on average
double those of a woman who married a knight, but that the gap between dowries
dowers of ministerials and knights in Salzburg was considerably smaller than
it was in Styria. The relative equality between the dowries and dowers of ministe­
riel s and knights in the principality is one more example of the gradual merger of
the ministerials and knights into a single noble estate in late medieval Salzburg.

The question arises how the size of the dowry compared with the cost of placing
a daughter in a convent.93 There is one tantalizing piece of evidence. Frederick of
Konigsberg, an archiepiscopal ministerial who lived in southern Styria, provided
his daughter Gertrude in 1312 with a dowry of 500 Graz pounds.94 Six years later
he conferred to the Dominican convent of Studenitz (today Studenice, Slovenia),
where his daughters Agnes and Sophia had taken the veil, an annual income of
8 marks. He gave the house an additional mark for an eternal light that was to
be placed over the graves of his saintly great-aunt Sister Sophia and his beloved
ancestress, his paternal grandmother Sister Richiza, the cofounders of the nun­
nery.95 Placing both Agnes and Sophia in Studenitz would have cost Frederick, if
the one-to-ten ratio for the value of a rent is used, 80 marks or, if the cost of the
eternal light is added, 90 marks. This was equivalent to 53 Graz pounds and 80
pennies (£60 if the eternal light is included).96 It cost Frederick, in other words,
nealy ten times as much to supply Gertrude with a dowry as to place her two
sisters in a convent. As the descendants of the founders of Studenitz, Frederick
and his daughters admittedly may have been accorded special treatment, but for a
father like Frederick, who had been blessed with too many daughters and who also
happened to be in considerable financial difficulty, the convent probably was the
preferred and cheaper alternative to a misalliance.97 But it is possible that financial
considerations may have been a less decisive factor in the twelfth century, when
the bride’s family was required to make only a minimal contribution to a marriage.

The shift from the Leibgedingesystem, which was primarily concerned with
providing for the maintenance of the widow, to the Heiratsgabensystem, which
focused on the establishment of the conjugal household, was due not, as Braune­
der thought, to the husband’s loss of control over his wife’s property but rather to
the uncertainties implicit in a system of property holding without a clear concept

93. Bouchard, Sword, pp. 59–64, argued that placing children in the church was not a cheaper
alternative to marriage. Penelope D. Johnson, Equal in Monastic Profession: Religious Women in
Medieval France (Chicago, 1991), pp. 23–24, concluded that it generally was.
94. Regesten Steiermark 1/1:121, no. 435.
95. Regesten Steiermark 1/1:260, no. 981. On the founding of Studenitz, see Freed, “Rudolf von
Habsburg,” pp. 79–87.
96. In my article “German Source Collections,” p. 99, I came up with the erroneous figure of £160
because I converted Viennese marks of silver into Salzburg pounds. However, I should have converted
the marks of silver into Graz pounds. On the exchange rate, see Bilowitzky, “Heiratsgaben,” p. 71.
97. Frederick of Konigsberg was in considerable financial difficulty. See MC 7:106, no. 271;
Regesten 2:52, no. 418; Regesten Steiermark 1/1:79, no. 282; 158, no. 581.
of ownership in the modern sense, the change in family strategy that encouraged two sons in every generation to marry, and the assertion of the archbishop’s territorial supremacy that guaranteed the reciprocal obligations and rights of the two families that had been linked by marriage. The result was that in the thirteenth century the “burdens of matrimony” fell for the first time on the bride’s family as well as the groom’s.

The amount of the dowry never surpassed the widow’s dower, however, and contrary to what is alleged to have happened in much of the rest of Europe, it actually declined after 1300 vis-à-vis the dower in the eastern alpine principalities. Admittedly, the bride’s family did in some ways bear the chief burden. Her father, kinsmen, or a third party like the archbishop were normally required to provide her when she married with a dowry in cash, often a difficult thing to procure in a rural society, and the dowry, which was often a premortem inheritance, was permanently lost to her family of origin if the marriage was fruitful. In contrast, the groom or his family had only to designate the bride’s dower land that would supply her with the specified income if she was widowed, though they could not thereafter alienate that property without her express consent. Moreover, the dower lands were never permanently lost to the groom’s lineage, unless she was granted permission to alienate her dower, because the dower was eventually inherited by the couple’s children or by the husband’s kinsmen if the marriage was without issue.

Still, it is worth explaining why the bride’s family was not asked to contribute more, particularly since her dowry was often her only claim on her lineage’s patrimony. The key to explaining this paradox may lie in the highly corporate and hierarchical structure of society in the archdiocese. The Heiratsgaben system with its dowries and dowers fixed by custom within very narrow limits in effect protected all the members of an estate by minimizing the competition for brides with rich dowries and by blocking the upward mobility of wealthy women of inferior birth. If anything, it was upwardly mobile knights like Conrad II of Kuchl who were willing to provide a woman of higher status than their own with an attractive widow’s dower and morning gift. The underlying assumption of the system of dotal payments was that any loss a lineage incurred by a daughter’s marriage would be recouped by the son’s marriage to his social equal. In that sense it was a zero-sum game. Things might perhaps have been different had the daughters of wealthy burgurers been in the marriage market, but the only really important city in the eastern Alps was Vienna. The members of an estate thus had a corporate interest in not increasing the size of the dowries unduly. The Heiratsgaben system, in other words, preserved the existing social order.

There were significant differences between the principalities, however. The formation of two separate noble estates in late medieval Styria, the Herrenstand and

98. See the comments by Bilowitzky, “Heiratsgaben,” pp. 49–69.
Ritterstand, was reflected in the system of assigns. The differences between the dowries of women from comital or free noble dynasties and those of women of ministerial origin gradually lessened, whereas by 1400 the dowry of a woman from one of the great ministerial houses was six times that of the daughter of a knight. In contrast, by 1300 the dowries and dowers of women of ministerial and knightly rank were already approaching parity in Salzburg, where the late medieval nobility belonged to a single estate of knights. One reason for the comparative weakness of the late medieval nobility in Salzburg compared with their Styrian cousins—measured, for example, in the dowries and dowers they assigned their daughters—was the archbishops’ success in manipulating the system of dotal payments to their political advantage. This topic will be explored in greater detail in the next chapter.

Ultimately it may be necessary to abandon the “commercial model” of marriage payments, with its emphasis on the cost-benefit ratio of marriage to the principals involved, to explain how the system of dotal assigns operated in the eastern alpine principalities. A marriage created an alliance, in both the anthropological sense and the political sense, between two powerful lineages that endured if the union had been fruitful for several generations and that after 1215 could be renewed every fifth generation. The assignment of the dowry and dower was a symbolic gesture that helped seal the union and was the first in a series of exchanges between the two lineages, whose members were expected to assist each other as oath helpers or in the conduct of a feud. The exchange of payments defined who belonged to the two separate noble estates in Styria or the single noble estate in Salzburg and identified their peers in neighboring principalities. The Heiratsgabensystem thus strengthened both the corporate identity of the nobility and the conjugal bond.

100. Susan Mosher Stuard, A State of Deference: Ragusa/Dubrovnik in the Medieval Centuries (Philadelphia, 1992), pp. 68–75, discussed how marriages promoted solidarity among the highly endogamous Ragusan nobility. Although husbands did not endow their wives, Stuard found “a striking consistency in dowries awarded by noble families” (p. 71).