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## **DOWRY AGREEMENTS OF GREEKS IN THE OTTOMAN THESSALONIKI THAT WENT AWRY (LATE 19th – EARLY 20th CENTURIES)<sup>1</sup>**

**Maria NTISLI\***

**Abstract:** “Dowry Agreements” (Proikosymfona) drawn up in the Greek Community of Thessaloniki in the Ottoman Empire and went awry for various reasons, were agreements that determined the dowry that the bride would give to the groom. Many times they became the subject of disputes, directly or indirectly, between the couple or other persons connected with them, jeopardizing marriages that had already taken place or even canceling marriages that were to take place. Ottoman state administration had no involvement in the management of affairs such as the dowry agreements of the Greeks. Taking for granted the validity of a quasi-autonomous system of self-government (“Millet”) of the Greek Community in the Ottoman Empire, various aspects of marriage as a social event are reflected in this paper. Specifically, the objective meaning of the dowry that the woman gave to the man is enlightened and, by extension, our knowledge of the position of the Ottoman Greek woman in society vis-à-vis the man is also enlightened. In this study, the above issues were addressed.

**Key Words:** Dowry Agreements, Judicial Cases of Greeks, Millet System, Ottoman Greeks, Ottoman Thessaloniki.

### **OSMANLI SELANİK’İNDE YUNANLARIN TERS GİDEN ÇEYİZ HESABI SÖZLEŞMELERİ (19. YÜZYIL SONU – 20. YÜZYIL BAŞI)**

**Öz:** Osmanlı Devleti’nde Selanik Rum Cemaati’nde yapılan ve çeşitli nedenlerle ters giden “çeyiz hesabı sözleşmeleri” (Proikosymfona), gelinin damada vereceği çeyizi belirleyen sözleşmelerdi. Çoğu kez, çiftler veya onlarla bağlantılı diğer kişiler arasında doğrudan veya dolaylı olarak, hâlihazırda gerçekleşmiş evlilikleri tehlikeye atarak ve

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hatta gerçekleşecek evlilikleri iptal ederek anlaşmazlıkların konusu oldular. Rumların çeyiz hesabı sözleşmeleri gibi işlerin idaresinde Osmanlı devlet yönetiminin hiçbir müdahalesi yoktu. Osmanlı İmparatorluğu'ndaki Rum Cemaati'nin yarı-özerk bir özyönetim sisteminin ("Millet") geçerliliğini kesin olarak kabul eden bu makalede, toplumsal bir olay olarak evliliğin çeşitli yönleri yansıtılmaktadır. Spesifik olarak kadının erkeğe verdiği çeyizin nesnel anlamı aydınlatılmakta ve buna bağlı olarak Osmanlı Rum kadınının toplumdaki erkek karşısındaki konumuna ilişkin bilgimiz de aydınlatılmaktadır. Bu çalışmada şu hususlar ele alınmıştır.

**Anahtar Kelimeler:** Çeyiz Sözleşmeleri, Rumların Hukuki Davaları, Millet Sistemi, Osmanlı Rumları, Osmanlı Selanik'i.

## Introduction

The purpose of this study is to approach documents which refer to some cases of "Dowry Agreements" (Proikosymfona) that were drafted within the Greek Community of Thessaloniki in the Ottoman Empire, but which went wrong and lost their primary aim. Dowry agreements were contracts being signed during engagement that specified the dowry the bride would give to the groom.<sup>2</sup> As emerged from the research of the *Archive of the Holy Metropolis of Thessaloniki* (AHMT), the "Dowry Agreements", which had arrived there, were the subject of disputes, directly or indirectly, between the couple or other persons associated with them. These cases, which needed legal care, were therefore brought to the "Court" of the Greek Community of Thessaloniki, the Holy Metropolis.

The ultimate aim of depicting some of these "deplorable incidents" of some marriages that had already taken place or were to take place but were cancelled or simply threatened is to understand the consequences of a system implemented by and within the Ottoman Greek community. An Ottoman Greek Orthodox Christian who had a legal problem could appeal to the court of his community. In the context of the "Millet" system of the Ottoman Empire, it can be seen how marriage evolved as a social phenomenon of that time. Through the study of "dowry agreements" the following are captured: an aspect of the woman's position in society vis-à-vis the man, the apparent purpose of the dowry and who was ultimately "secured" through them.

Rum Millet in the Ottoman State at the end of the 19th century - beginning of the 20th century, lived in a regime of almost autonomy, experiencing its most controversial periods during the "Privileged Issue of the Patriarchate" (1883-1884, 1887-1891 and 1908-1914). These were the times when the

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<sup>2</sup> Archive of the Holy Metropolis of Thessaloniki (AHMT), Private Documents to the Metropolis of Thessaloniki (PDMT), 1894/Γ7is [15], 10326/9-5-1894.

Patriarchate, in the context of the reforms of the Ottoman State, felt that its “inalienable privileges” that it claimed to have had since the time of Sultan Mehmed II were being shaken.<sup>3</sup> In the documents studied here, there is almost no reference to the Ottoman state administration, which confirms that it had no involvement or interference in the management of affairs such as those concerning the greek dowry agreements.<sup>4</sup>

The management of divorce, alimony, *trachoma* (“τράχωμα” bride dowry of money and estates, an amount of money over and above the usual dowry demanded by the groom from the bride’s family) and alimony proceedings were always handled in the Patriarchate when it came to Greeks in Istanbul, in the Metropolises when it came to Greeks outside of Istanbul.<sup>5</sup> Any objection that the adjudication of endowment matters belonged to the Civil Courts was being rejected.<sup>6</sup> The *Hatt-ı Hümayûn* (imperial decree), promulgated on February 18, 1856 institutionalized the separation of civil and ecclesiastical power, promoting changes in judicial matters. From the General Regulations of the Patriarchate of 1862 onwards the distinction was made between Spiritual and Mixed Ecclesiastical Courts.<sup>7</sup> The Spiritual Courts, which consisted of clergy, had jurisdiction over the spiritual part of family affairs, such as *betrothal* (*mnisteia* “μνηστεία” meaning that a man and a woman commit themselves to a future union. Although not legally

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<sup>3</sup> Maria Ntisli, *Osmanlı Yönetimi ve Rum Tebaa: Selanik Örneği (1876-1913)*, İstanbul Medeniyet Üniversitesi Lisansüstü Eğitim Enstitüsü, Doktora Tezi, İstanbul 2022, vol. 1-2, pp. 139-147, 162-207, 352-363.

<sup>4</sup> Pagona Parisiou, *Epilysi Gamikon Diaforon me Vasi ton Anekdoton Kodika tou Pnevmatikou Dikastiriou tis Mitropoleos Didymoteichou (1898-1905)* (Επίλυση Γαμικών Διαφορών με Βάση των Ανέκδοτων Κώδικων του Πνευματικού Δικαστηρίου της Μητροπόλεως Διδυμότειχου (1898-1905) (Resolving Marital Disputes Based on the Anecdotal Code of the Spiritual Court of the Metropolis of Didymoteicho (1898-1905))), Aristotle University of Thessaloniki, Master Dissertation, Thessaloniki 2020, p. 36.

<sup>5</sup> Michail G. Theotokas, *Nomologia tou Oikoumenikou Patriarcheiu itoi tis I. Synodou kai tou D.E.M. Symvouliou epi tou Astikou, Kanonikou kai Dikonomikou Dikaïou Apo tou Etous 1800 mechri tou 1896 Meta Simeioseon* (Νομολογία του Οικουμενικού Πατριαρχείου ήτοι της Ι. Συνόδου και του Δ.Ε.Μ. Συμβουλίου επί του Αστικού, Κανονικού και Δικονομικού Δικαίου Από του Έτους 1800 μέχρι του 1896 Μετά Σημειώσεων) (Ecumenical Patriarchate Jurisprudence, that is, the Holy Synod and D.E.M. Civil, Canonical, and Procedural Law from 1800 to 1896, with Notes), Neologou, İstanbul, 1897, <https://anemi.lib.uoc.gr/metadata/f/d/f/metadata-141-0000316.tkl> [Retrieved 22.11. 2018], p. 34.

<sup>6</sup> Theotokas, *ibid.*, p. 136.

<sup>7</sup> Parisiou, *ibid.*, p. 36; Evi Psarrou, “Engagement, Infidelity and Divorce: Aspects of Greek Family Relations During the Ottoman Era”, *International Journal of Science and Research*, 10/11 (2021), DOI: 10.21275/SR211108170002, p. 573.

binding by secular law, it is according to the canon law), marriage, alimony and other related matters. The Mixed Ecclesiastical Courts, composed of lay members and clergy, had jurisdiction over the material side of the cases, i.e. wills, alimony after the dissolution of the marriage, *trachoma* and dowry after the end of betrothal or marriage and intestate inheritance (legal term, inheritance when there is no will) disputes and others.<sup>8</sup> During the betrothal, the engagement was taking place that means every blessing of the priest that was exchanged during the summation of the betrothal.<sup>9</sup>

In the present work, focusing on the Thessaloniki province, every case concerning an engagement or marriage, an appeal was made to the Metropolitan of Thessaloniki, whom Greek Ottoman subjects called *His Holiness* (Panagiotatos, Panierotatos), sometimes they addressed the Reverend *Eldership* (Demogerontia/Dimogerontia (Δημογεροντία, a type of local government of the Greek Community) and sometimes, in the absence of the Metropolitan, they addressed the *Theofilestatos* (Θεοφιλέστατος, the one whom god loves and likes very much) *Commissioner and Representative of His Holiness the Most Reverend Metropolitan of Thessaloniki*. The church, not only had the right but also the duty, as their common mother, to provide them with help and understanding and to protect the sanctity of the sacrament of marriage.<sup>10</sup>

For most of the cases, a solution to the problem had been sought in cooperation between the people concerned and the leaders of the local churches.<sup>11</sup> Also, sometimes the Metropolis managed to save situations through religious counseling without the case being officially brought to the

<sup>8</sup> Theotokas, *ibid.*, pp. 39-40, 408-410, 422-423, 425-426; Georgiou P. Nakos, “Peri tou Thesmou tou ‘Patrikou Dikaiomatos’ (Baba-Hakki) eis to Ethimikon Dikaion Thrakis” («Περί του Θεσμού του ‘Πατρικού Δικαιώματος’ (Baba-Hakki) εις το Εθιμικόν Δίκαιον Θράκης» [“On the Institution of ‘Paternal Right’ (Baba-Hakki) in the Customary Law of Thrace”]), *Armenopoulos*, 32 (1978), pp. 400-402. Vasiliki Diafa-Kampouridou, *Mnisteia kai Gamilies Paroches sti Nomologia ton Dikastirion tis Ieras Mitropoleos Servion kai Kozanis (18os – 20os ai.)* (Μνηστεία και Γαμήλιες Παροχές στη Νομολογία των Δικαστηρίων της Ιεράς Μητροπόλεως Σερβίων και Κοζάνης [18<sup>ος</sup> – 20<sup>ος</sup> αι.]) *Betrothals and Marriage Allowances in the Jurisprudence of the Courts of the Holy Metropolis of Serbia and Kozani [18th – 20th century]*], Aristotle University of Thessaloniki Department of Law, Doctoral Dissertation, Thessaloniki 2006, p. 107; AHMT, PDMT, 1902/Γ7kd (κδ), 213/10390/20-7-1901.

<sup>9</sup> Theotokas, *ibid.*, pp. 408-410, 413-414, 425: During this process, the gifts of the engagement (mnistra “μνήστρα”) consisted, according to the circular of 1868, of rings of a value proportional to the state of the betrothed couple.

<sup>10</sup> Theotokas, *ibid.*, p. 51; Psarrou, *ibid.*, p. 573; Archive of the Ecumenical Patriarchate of Istanbul, Code A’/61, 1434/23-3-1891.

<sup>11</sup> AHMT, PDMT, 1894/Γ7is [ις], 11841/24-3-1894.

legal level. In such an example, Eleni Rizou Vakali in her letter dated June 7, 1876 stated that her husband left for Athens taking the 40 Ottoman liras of her dowry. As a result of the intervention of the Metropolis, the husband was forced to return the money to his wife, and he himself to return to his post and fulfill his marital duties.<sup>12</sup> Sometimes when this was not achieved, the church was forced to give, for example, its approval to a separation.<sup>13</sup>

The *dowry agreements* were also called *marriage contracts* (gamilia symvolaia < γαμήλια συμβόλαια), *documents of endowment* (engrafa proikodotiseos < έγγραφα προικοδοτήσεως/ proikodotirion προικοδοτήριον), *dowry delivery documents* (engrafa proikoparadosis < έγγραφα προικοπαράδοσης), *dowry assessment documents* (engrafa proikotimiseos < έγγραφα προικοτιμήσεως) etc. They usually started with the expression that “it was done according to the prevailing custom of our city..”<sup>14</sup> and they continued with the expression that “during the dowry delivery... he got married and endowed with...”<sup>15</sup> It was the property that was being given to the man by the woman or someone else on her behalf for the “burdens” of the marriage, after the agreement of both sides of the two prospective spouses.<sup>16</sup> The dowry was also characterized as a *salary*.<sup>17</sup>

### 1. The Drawing Up of Dowry Agreements-Substance

The fact that people with minimal assets saw fit to commit their marriage arrangements to written agreements suggests that the society in question had needs that could no longer be met or secured by oral agreements and widely accepted customary rules, however widely accepted they might be.<sup>18</sup> The

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<sup>12</sup> AHMT, PDMT, 1893/Γ7ie [ιε], /27-1-1893; AHMT, Private Documents from Istanbul to the Metropolis of Thessaloniki (PDIMT), B'18, 675/10153/7-6-1876.

<sup>13</sup> AHMT, PDIMT, *ibid.*, 1095/10192/20-9-1876.

<sup>14</sup> Chionidis, *ibid.*, pp. 374-378.

<sup>15</sup> AHMT, PDMT, 1876/Γ7ii [η], 573/11637/11-5-1876.

<sup>16</sup> Chionidis, *ibid.*, p. 376; Diafa-Kampouridou, *ibid.*, p. 232.

<sup>17</sup> AHMT, PDMT, 1876/Γ7ii [η], 1001/11769/7-9-1876.

<sup>18</sup> Aglaia Kasdagli, “Notarial Acts As Sources For Social and Cultural History: the Greek World Under Venetian Rule” («Οι Νοταριακές Πράξεις ως Πηγή Κοινωνικής και Πολιτισμικής Ιστορίας»), (“Conference Proceedings on the Theme of Unlocking the Potential of Texts: Interdisciplinary Perspectives on Medieval Greek”), Part of a project aiming at the compilation of Medieval Greek Language, CRASSH, University of Cambridge, 18-19 July 2006, (No Page Numbers); Aglaia Kasdagli, “Gamilies Paroches sti Venetokratoumeni Kriti kai Allou: Mia Proti Anagnosi ton Kritikon Proikoon Engrafon tis Ysteris Venetokratias” («Γαμήλιες Παροχές στη Βενετοκρατούμενη Κρήτη και Αλλού: Μία Πρώτη Ανάγνωση των Κρητικών Προϊκίων Εγγράφων της Ύστερης Βενετοκρατίας»), Acts of the 8th International Cretologic Conference, vol. III, Irakleio

drafting of dowry agreements was done in the offices of the Metropolis and was registered in the special code of dowry-agreements. According to customary law, on the day of engagement, dowry agreements had to be drawn up, signed by each of the parties, the dowry giver, the prospective groom, the witnesses, the superior priest, the *prokritoi* (πρόκριτος, the elected local rulers of the Christian communities of the Ottoman Empire)<sup>19</sup> and by one or more dowry appraisers. There was also a *Committee on Dowries* and then the competent authorities were settling matters according to the law.<sup>20</sup> The dowry demand was perpetual and therefore the objection of limitation thereof was being rejected. In the event that a father died before fulfilling the delivery of the promised dowry, this obligation passed to his heirs and successors. The agreement stated a deadline that the dowry had to be given by a specific date that did not exceed two years. When two years had passed since the marriage and the dowry had not yet been given, additional interest of 4% had to be paid.<sup>21</sup>

On August 16, 1894, Dimitrios I. Karagioannis, a resident of the parish of Agia Triada, in his letter to Metropolitan Athanasios II, stated that on October 13, 1893, he got engaged to Katerina Spyridonos Valsamou, a resident of the parish of Agios Athanasios. The dowry agreement was made with her mother Maria S. Valsamou, because her father had passed away. In the contract drawn up, a two-year period was set for the convenience of those promised for the dowry, because she was poor. At one point, passing by the house of his betrothed, Katerina, she followed him and obliged him to bring her to his family, not wishing to stay any longer in her house. The time Katerina had already stayed in his house was about forty days. As stated by the man: “However, the young woman’s mother, a persistent character, in no way accepted to carry out any of her promises for the Holy Marriage to take place, using as argument that her daughter stayed at his house without her consent”. Thus, Dimitrios fervently was begging *His Holiness* to invite Maria S. Valsamou to the Holy Court and to change her mind. He did not wish to be the cause of a threat to the virgin girl’s reputation. He had a moral

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2000, pp. 321-332; AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg [λγ], 568/10253/27-11-1884.

<sup>19</sup> Theotokas, *ibid.*, p. 425-426; Giorgos Chionidis, “Ta Archeia kai ta Proikosymfona tis Koinotitas tis Veroias sta Chronia 1864-1914” («Τα Αρχεία και τα Προικοσύμφωνα της Κοινότητας της Βέροιας στα Χρόνια 1864-1914»), Makedonika, ed. An. Vavritsa, Ap. Vakalopoulos, G. Theocharidis, D. Kanatsouli, vol. 25, (1986), p. 376.

<sup>20</sup> AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg [λγ], 568/10253/27-11-1884.

<sup>21</sup> Theotokas, *ibid.*, p. 475, 477-478, 510.

responsibility towards the girl, whom his parents took care. But since her mother did not agree to give the dowry, he was intending to return her. The letter was assigned to the Spiritual Court.<sup>22</sup>

Those interested should have requested a ratified copy by the Metropolis of Thessaloniki.<sup>23</sup> For example, we are informed that on June 17, 1911, Christos Kontokostas, in a letter to *His Holiness* Joachim IV, stated that in 1897 he married Eliza, daughter of the Apostolou Ioannou Sougolitis in the Vlateon parish. According to the dowry agreement, he received as a dowry a house located in the same parish, as well as 30 Ottoman liras in cash, along with dresses and other household items. He therefore begged *His Holiness* to order the relevant office to give him a copy of the said dowry agreement.<sup>24</sup>

A copy of the dowry could also be requested by the guardian of the orphan from a mother who had died and was entitled to her dowry. For example, on July 22, 1906, a request was made by Christodoulou Pandeiras, guardian of the minor orphan Michael Telemachos, to *His Holiness* Aleksandros II, to receive a copy of the dowry agreement of his mother Eliza Chatzimichail. By the end of 1885, a dowry document was officially drawn up - a deed of her dowry agreement, which amounted to “thirty thousand kuruş” (grosi). He therefore requested, on behalf of the orphan, that the official copy of the dowry agreement in question be issued so that he would have a ratified copy at his disposal in case of need.<sup>25</sup>

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The dowry could also be agreed upon in an unwritten way.<sup>26</sup> As can be seen in one such case of a baker named Nikolaos Konstantinos, on July 10, 1876, in his letter he explicitly stated that in September 1875 he decided to get engaged “without a dowry document, but only through a verbal promise with the mediation of one woman”.<sup>27</sup>

The dowry giver could be mainly her father or her mother in case of her widowhood or her siblings (the girl’s brothers had a moral duty to provide a dowry, but not a legal obligation)<sup>28</sup> or other relatives when the girl was an orphan. In a case where other relatives were the ones who gave the dowry,

<sup>22</sup> AHMT, PDMT, 1894/Γ7is [ις], No. 11847, Prot. No. 361, 16-8-1894.

<sup>23</sup> Chionidis, *ibid.*, p. 376.

<sup>24</sup> AHMT, PDMT, 1911/Γ7I [λ], 785/10617-3/17-6-1911.

<sup>25</sup> AHMT, PDIMT, B’18, 668/10535/22-7-1906.

<sup>26</sup> Theotokas, *ibid.*, pp. 472, 474.

<sup>27</sup> AHMT, PDMT, 1876/Γ7ii [η], 11755/10-7-1876.

<sup>28</sup> Theotokas, *ibid.*, p. 473; AHMT, PDMT, 1876/Γ7ii [η], 470/11723/11-4-1876; *ibid.*, 1001/11770/3-9-1876; AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg [λγ], 163/10266/1-3-1885; AHMT, PDMT, 1911/Γ7I [λ], 540/10614-2/29-4-1911.



we see for example, in a letter dated March 1, 1885. There it is stated that a girl was given a dowry by her brother and their uncle.<sup>29</sup> While on September 6, 1901, Maria Konstantinou Neofotistos stated that at the age of two, as her mother died, her father, Konstantinos Neofotistos, married another woman named Fotini. When her father also died, her stepmother took her in as her own daughter, and since then the girl has served and obeyed her as her own daughter. Her stepmother, had promised her that like a true mother she would take care of her marriage.<sup>30</sup>

On another occasion, on April 24, 1904, Hamaidi Moschopoulou addressed the *His Holiness* Aleksandros II, and asked for his intercession to the following matter. She was asking for the return of 49 Ottoman liras with one year's interest that she had offered as a loan to the Monastery of Agia Anastasia located in Kaza (district) of Kassandra. For five years she was patient, but now she had to help her niece get married and so she was in dire need of the amount she lent to the Monastery. She asked for the mediation of the Metropolis to resolve the issue without taking on legal dimensions, which would mean more suffering and expenses.<sup>31</sup>

The fact that she was going to marry off her daughter was also mentioned by a woman in order to get back the debt that was being owed by the Agios Nikolaos Church to her husband, who had passed away. On February 2, 1902, Venetia Papa Katouni stated that when her husband Papa Theodoros Katounis was alive, she compromised with the then Commissioners of Agios Nikolaos through the Diocese and specifically the *Eldership* (Demogerontia) in order to receive the loan he had offered to them. Under this compromise she would also receive five years' interest in 75 Ottoman liras installments. But they gave nothing. She stated that at the beginning when her husband died, they claimed that they had given all the money to her husband, but without proof, and for this reason, the woman had already turned to the Metropolis. Finally, the previous year they only gave her 3 Ottoman liras and refused to give the others. But as she was about to marry off her eldest daughter Maria and she had no money, supported only by her second daughter through her meager salary, she begged *His Holiness* to order the Commissioners of Agios Nikolaos to give her the money. The woman stated that two months earlier she had again addressed *His Holiness* and he had

<sup>29</sup> Chionidis, *ibid.*, p. 376; Psarrou, *ibid.*, p. 572; AHMT, PDIMT, B'18, 54/10095/13-1-1876; AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg [λγ], 163/10266/1-3-1885; AHMT, PDMT, 1902/Γ7ks [κς], 10465/22-4-1904.

<sup>30</sup> AHMT, PDMT, 1901/Γ7kg [κγ], 11884/6-9-1901.

<sup>31</sup> AHMT, PDMT, 1902/Γ7ks [κς], 10465/22-4-1904.

replied that the commissioners had no money. So she wanted to know exactly when she would get the money. As she pointed out “since they refused money from orphaned girls and reached such a degree of injustice, she was demanding some monthly help from the Greek Hospital, so that they could be maintained, because apart from a ruined house they had nothing left. It was a great injustice for the children of a benefactor to suffer such hardships”. She was asking *His Holiness* to be declared *Patron* of her family.<sup>32</sup> As it turned out, about a year and a half later, the problem still hadn’t been solved. On August 4, 1903, Venetia P. Katouni, in another letter to *His Holiness*, was begging him to guide her as to what she should do, because the commissioners of Agios Nikolaos Church were still indifferent. For ten years she waited for the 70 Ottoman liras. Within five years she had received only 3 Ottoman liras. She had learned that recently a parishioner and commissioner of Agios Nikolaos, named Petros Karvounaris, had donated 500 Ottoman liras to the Church of Agios Nikolaos, so she was asking if it was possible to pay off their debt through those money. She stated that a part of their house had fallen and the rest was in ruins. She asked to *His Holiness* to introduce her son to the *Bank of Mytilene*, or to Angelakis family (prominent family of Thessaloniki) or elsewhere, apparently to find him a job, and she would be grateful.<sup>33</sup>

When a girl was orphaned and worked as a servant in a well-to-do family, the head of the family offered the girl’s dowry according to her service. This meant that some sums were usually withheld from her wages for her dowry, while sometimes her employer offered her an extra sum to supplement the dowry.<sup>34</sup> The issue of an orphan girl’s dowry could be handled by the girl herself. For example, an orphan girl, on October 10, 1903, addressed *His Holiness* and asked for the sum of 50 Ottoman liras with interest that she had lent to the Commissioners of the *Eldership* of the Agia Triada Church, because she was about to get married. As she stated, she had to pay the amount in question as dowry to her future husband.<sup>35</sup>

How necessary and primary an obligation was to secure a dowry for a girl’s marriage is shown by the fact that sometimes, even when the father was alive, other members of the family were recruited to collect the necessary

<sup>32</sup> AHMT, PDMT, 1902/Γ7kd [κδ], 10397/2-2-1902.

<sup>33</sup> AHMT, PDMT, 1903/Γ7ke [κε], 11915/4-8-1903.

<sup>34</sup> Chionidis, *ibid.*, p. 376; Tapia & Raftakis, *ibid.*, p. 336.

<sup>35</sup> AHMT, PDMT, 1903/Γ7ke [κε], /10-10-1903.

dowry.<sup>36</sup> For example in a family with seven members, two boys and five girls, the father had provided the dowries for the three older sisters. In order to marry off his fourth daughter, he needed the help of one of his sons.<sup>37</sup>

Also, the importance of the dowry can be seen from the following example where in the case of a girl whose father had died and was in a difficult situation, her mother did not hesitate to ask for help from the Metropolis itself in order to secure the dowry. On July 8, 1905, the mother of Chariclea Grigoriou Vasoula, in a letter to *His Holiness* Aleksandros II, stated that she was a widow with four children and they lived in the parish of Agios Ypatios. She was going to marry her first-born daughter to a “good young man” who was a blacksmith. But since she did not have the absolutely necessary for the execution of the marriage, she had the courage to turn to *His Holiness* “the Despot of Thessaloniki who was the father of all needy Christians, Patron of widows and orphans and of all needy Orthodox Christians and the President of every Association that existed in the province of Thessaloniki, known for his philanthropic feelings”. She was begging him for financial assistance for the marriage of her fatherless daughter.<sup>38</sup>

In fact, in order to marry off the daughters of the family well, the male children were sometimes treated unfairly. Increased dowry costs made girls a burden on their families.<sup>39</sup> According to the law, dowry was given only to daughters, not to sons.<sup>40</sup> For the remainder of the property such as real estate that had not been given as a dowry and there was no special clause where it would be given, all children were heirs. Male children were entitled to a double share compared to female children in the family. For example, on

<sup>36</sup> AHMT, PDIMT, B'18, 54/10095/13-1-1876; AHMT, PDMT, 1901/Γ7kg [κγ], 11884/6-9-1901.

<sup>37</sup> AHMT, PDIMT, B'18, 54/10095/13-1-1876; Evdokia P. Giannati, Efimeris ton Kyrion (1887-1917): Anaparastaseis kai Epanaprosdiorismoι Gynaikeion Taftotiton ston Idiotiko kai Dimosio Choro. Apopseis Didaskalisson gia ti Gynaikeia Ergasia (Εφημερίς των Κυρίων [1887-1917]: Αναπαράστασεις και Επαναπροσδιορισμοί Γυναικείων Ταυτοτήτων στον Ιδιωτικό και Δημόσιο Χώρο. Απόψεις Διδασκαλισσών για τη Γυναικεία Εργασία) (Ladies' Journal [1887-1917]: Representations and Redefinitions of Female Identities in the Private and Public Sphere. Teaching Views on Women's work), Aristotles University of Thessaloniki, Doctoral Dissertation, Thessaloniki 2020, pp. 232-233; Tapia & Raftakis, *ibid.*, p. 331.

<sup>38</sup> AHMT, PDMT, 1905/Γ7kz [κζ], 10514/8-7-1905.

<sup>39</sup> Tapia & Raftakis, *ibid.*, p. 330; Giannati, *ibid.*, pp. 232-233; Rennell Rodd, *The Customs and Lore of Modern Greece*, D. Stott 370 Oxford Street W, London 1892, p. 92; Margaret A. Stott, “Economic transition and the family in Mykonos”, *Greek Review of Social Research*, 17 (1973), pp. 126-127.

<sup>40</sup> Theotokas, *ibid.*, p. 398.

August 27, 1911, Ioannis Karas, in a letter to *His Holiness* Joachim IV, before the Honorable *Eldership* Court, stated that his father Nikolaos Karas was the owner of a house located in the area of the Holy Church of Nea Panagia. Their father had helped his sister get married, Chariclea, giving her the usual clothes, other household items and a land worth over 70 Ottoman liras. He endowed also his sister Anneta with the necessary clothes and other household items, while after his death, she also received all the furniture of their house and even their father's tools. However, now the two sisters refused to recognize him as co-heir in the paternal house, although, as he claimed, as a male child he had a double share. That is, he had to receive half the house and the two sisters together the other half. Therefore, he asked *His Holiness* to call his sisters and make a just and legal decision. He could not appoint a lawyer and run to court. His request was forwarded to *Eldership*.<sup>41</sup>

## 2. Management of The Assets of The Dowry

The negotiation of the content of the dowry made the agreements often resemble commercial transactions.<sup>42</sup> Andreas Syngros (1830-1899), a Greek merchant, banker, politician and national benefactor who lived a large part of his life in the Ottoman State, in his *Memoirs* first published in 1908, wrote that “he always felt sorry for those young people whose marriages had as a basis and as a primary condition the amount of the dowry. He had seen the serious consequences of such marriages, the enslavement of the husband, the family quarrels and finally the disappearance of the dowry. Unfortunate were the creatures that came from such marriages...”.<sup>43</sup> A typical example of the views expressed by Andreas Syngros can be seen in a relevant letter of 1876 from a Greek man who stated that his wife boasted that with the 40 Ottoman liras she had given him as a dowry, “she had secured him financially and had made him prosperous. Consequently, she did not respect him as her husband and daily demanded him her 40 Ottoman liras and a divorce”. And the husband described himself as someone who was a servant, who worked day and night like a prisoner.<sup>44</sup> As commented in the *Efimeris ton Kyrion* (*Eφημερίς των Κυρίων* “*Ladies’ Journal*”), of Kallirroï Parren in 1887 “no

<sup>41</sup> AHMT, PDMT, 1911/Γ71 [λ], 1240/10631/27-8-1911.

<sup>42</sup> Tapia & Raftakis, *ibid.*, p. 332; Giannati, *ibid.*, pp. 232-233; Psarrou *ibid.*, p. 572.

<sup>43</sup> Andreas Syngros, *Andrea Syngrou Apomnimonevmata* (*Ανδρέα Συγγρού Απομνημονεύματα*) (*Memoirs of Andreas Syngrou*), vol. 1, Vivliopoleion tis Estias, Athens 1908, p. 13.

<sup>44</sup> AHMT, PDMT, 1876/Γ7ii [η], 462/11725, 12-4-1876.

commercial or any other act of business is entered into and ended with greater silliness and frivolity than the deed of marriage”.<sup>45</sup>

The dowry assets were being given to the possession and maintenance of the groom and in the ownership of the bride.<sup>46</sup> They were being given in favor of the woman, either to her in terms of ownership, usufruct or administration, or to the man to manage them on her behalf. The fund established at the time of the marriage was family property in the sense that all members of the nuclear family were entitled firstly to a share for maintenance (as long as they remained in the household) and to provide the means to support themselves, and secondly, they were entitled to a share in division case. The dowry had the function of economic protection for the woman.<sup>47</sup>

Anything that would lead to an increase in the man's property could be given as a dowry. That is, ownership or other rights over movable or immovable property, things that were or were not replaced, claims against the lessor or against third parties, waiver of burdensome inheritance or bequest, total existing or future property.<sup>48</sup> Household items, homeware and furnitures,<sup>49</sup> dresses and bedspreads,<sup>50</sup> cash,<sup>51</sup> jewelry,<sup>52</sup> piece of land (plots),<sup>53</sup> a house<sup>54</sup>

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<sup>45</sup> “Γάμος και Εργασία, στοιχεία απαραίτητα διά την ευδαιμονίαν της γυναίκος» (Marriage and Work, Elements Necessary for the Bliss of a Woman), *Efimeris ton Kyrion (Εφημερίς των Κυριών “Ladies’ Journal”)*, Year A/no. 35, 1 November of 1887.

<sup>46</sup> Chionidis, *ibid.*, p. 376; Diafa-Kampouridou, *ibid.*, p. 232.

<sup>47</sup> Aglaia Kasdagli, “Dowry and Inheritance, Gender and Empowerment in the ‘Notarial Societies’ of the Early Modern Greek World”, Conference on the theme *Less favoured – more favoured in law and legal practice: Gender, power and authority, 12th – 19th centuries*, organised by members of the electronic site *Gender in European Legal History, 12th - 19th centuries*, Copenhagen 27- 29 September 2004, 2005, p. 3.

<sup>48</sup> Theotokas, *ibid.*, p. 473.

<sup>49</sup> AHMT, PDMT, 1911/Γ7I [λ], 785/10617-3/17-6-1911; *ibid.*, 1240/10631/27-8-1911. AHMT, PDMT, 1876/Γ7ii [η], 114/11706/ 23-1-1876: a bonzer pot (chalkoma tentzere “χάλκωμα τέντζερε”); AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg (λγ), 10264/18-2-1885; *ibid.*, 10279/3-6-1885: home goods worth 25 Ottoman liras; AHMT, PDMT, 1894/Γ7is [ις], 11845/6-6-1894.

<sup>50</sup> AHMT, PDMT, 1911/Γ7I [λ], 785/10617-3/17-6-1911; *ibid.*, 1240/10631/27-8-1911. AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg [λγ], 65/10243/28-1-1884; *ibid.*, 592/11801/9-12-1884: pashminas, handkerchiefs, gloves, etc. worth 2000 *kurus* (grosi).

<sup>51</sup> AHMT, PDMT, 1911/Γ7I [λ], 785/10617-3/17-6-1911: 30 Ottoman liras; AHMT, PDMT, 1876/Γ7ii [η], 114/11706/ 23-1-1876: 5 “choustikratika” silver coins, 45 drachmas, 150 *kurus* (grosi); *ibid.*, 913/11761/10-8-1876: “Knotted silver” (chouchlaraktita asimenia “χουχλαράκτητα ασημένια”); *ibid.*, 470/11723/11-4-1876: 50 Ottoman liras in cash; AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg [λγ], 65/10243/28-1-1884: 20 Ottoman liras; *ibid.*, 592/11801/9-12-1884: box in which were 1400 *kurus* (grosi); *ibid.*, 10264/18-2-1885; *ibid.*,

or another real estate like a laboratory in the Kapani Market (district),<sup>55</sup> depending on the wealth of girl's family.<sup>56</sup> The testator could not dispose of her dowry property under any circumstances, because it was by no means allowed for married women within the marriage and existing children to dispose of their dowry property by their own will, which were intended for the burdens of the marriage and belonged to their children.<sup>57</sup> However, towards the end of the Ottoman Empire, some dowry agreements began to

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10279/3-6-1885: 25 Ottoman liras; AHMT, PDIMT, B'18, 278/10125/23-2-1876: various silver coins given premarital; *ibid.*, 668/10535/22-7-1906: 30 thousand *kuruş* (grosi); AHMT, PDMT, 1881-1882 and 1883-1884, 577/11800/8-12-1884: 120 Ottoman liras; AHMT, PDMT, 1903/Γ7ke [κε], 95/10409/21-2-1903: gold coins called *Flouria*; *ibid.*, /10-10-1903: 50 Ottoman liras plus their interest.

<sup>52</sup> AHMT, PDMT, 1876/Γ7ii (η), 485/11727/14-4-1876: a golden ring with "soumprouki", gold (malamatenio [μαλαματένιο]) with a diamond worth 3 Ottoman liras, *Asia Minor embroidery* (madami of one jivres (tzivres)/jevres [tzevres] worth one Ottoman lira; *ibid.*, 573/11637/11-5-1876: a pearl weighing three and a half exagium and diamond ring with rosette.

<sup>53</sup> AHMT, PDMT, 1911/Γ7l [λ], 1240/10631/27-8-1911: a plot of land worth over 70 Ottoman liras located in the parish of Agia Eleusa; AHMT, PDIMT, B'18, 278/10125/23-2-1876: "a paternal acre" (patriko stremma "πατρικό στρέμμα") which was sold for 200 *kuruş* (grosi).

<sup>54</sup> AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg [λγ], 225/10248/31-3-1884; *ibid.*, /10260/6-2-1885: in the parish of Agios Ypatios; *ibid.*, 10252/28-7-1884: in the parish of Ypapanti; *ibid.*, 163/10266/1-3-1885: in the parish of Metropolis, sold for 125 Ottoman liras; *ibid.*, 11809/15-6-1885; *ibid.*, 10263, 12-2-1885: half of a house that was in the parish of Agios Athanasios; *ibid.*, 549/10213/5-5-1879: Mortgaged house; AHMT, PDMT, 1906/Γ7kd [κδ], 917/10545/5-10-1906: in the parish of Agia Theodora; *ibid.*, 164/10232, 14-3-1881: a burnt house that was located in the parish of the Metropolis of Thessaloniki. AHMT, PDMT, 1911/Γ7l [λ], 785/10617-3/17-6-1911: in the parish of Vlatades (Çavuş) Monastery; *ibid.*, 594/10615/11-5-1911: half a house that was in the parish of Agios Athanasios and Celebi (Tselepi) – Bakali District; AHMT, PDIMT, B'18, 709/10536/17-8-1906: worth 120 Ottoman liras; *ibid.*, 675/10153/7-6-1876: sold for 70 Ottoman liras; AHMT, PDMT, 1876/Γ7ii [η], 484/11728/14-4-1876; *ibid.*, 913/11761/10-8-1876: sold for 70 Ottoman liras; *ibid.*, 540/11735/24-4-1876: half of a privately owned house in the parish of Agios Nikolaos; AHMT, PDMT, 1902/Γ7kd [κδ], No. 10395, 14-1-1902: half of a house; *ibid.*, 366/22-10-1902: half of a house in the parish of Agia Triada consisting of two rooms (mortgaged house).

<sup>55</sup> AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg [λγ], 429/11798, 24-8-1884.

<sup>56</sup> Violetta Hionidou, "Nineteenth-century urban Greek households: The case of Hermoupolis, 1861–1879", *Continuity and Change*, 14/3 (1999), p. 418, DOI: 10.1017/S028416099003380; Beltrán Julio Tapia & Michail Raftakis, "Sex ratios and gender discrimination in Modern Greece Francisco", *Population Studies A Journal of Demography*, 76/2 (2022), p. 331, DOI: 10.1080/00324728.2021.1923787.

<sup>57</sup> Theotokas, *ibid.*, pp. 481, 484-485.

explicitly provide freedom to those who received the dowry, if they had no children, to dispose of the property according to their will.<sup>58</sup>

Only the father had the right to manage the property inherited by the orphans from their mother, unless there was a legal reason why this right was taken away from him. However, the father, having paternal authority over the children, enjoyed only the usufruct of their property.<sup>59</sup>

### 3. Mortgaged Properties in Dowry Agreements

There were cases where the groom had received a mortgaged house as a dowry and had undertaken to pay the mortgage debt. On May 5, 1879, for example, a Greek woman, in a letter to *His Holiness* Kallinikos III, stated that her husband named Mihail Stefanovic owed a certain Husni Efendi a balance of 24 Ottoman liras to be paid at the rate of 2 Ottoman lira per month from the rent of the house, which was mortgaged and which her husband had received as a dowry from her father. Her husband had undertaken to repay the mortgage debt. But he had given Husni Efendi only the sum of 2 Ottoman liras, that is, the amount of a single month. When Husni Efendi turned to Michael Stefanovic for the remaining amount, he gave him another 3 Ottoman liras. Husni Efendi insisted on the remaining 19 Ottoman liras and sent him to prison. So the woman earnestly begged *His Holiness* to appeal to the Regional Governor of the Thessaloniki for the release of her husband. And she promised that the money would be paid monthly from the rent money, because it was impossible for her husband to pay it all at once.<sup>60</sup>

Of course, there were also cases where the groom received as a dowry a house that was mortgaged and he himself was unaware of it. For example, on April 24, 1876, in a letter to *His Holiness* Joachim III, a Greek citizen of the Hellenic Kingdom stated that according to a dowry agreement dated February 15, 1875, a copy of which was attached, his wife's parents had endowed her with half of their privately owned house located in the Agios Nikolaos district, 31 number.<sup>61</sup> Under international treaties, foreigners in the Ottoman State were tried before the competent consular authorities and the Ottoman courts had no jurisdiction over them. As an exception, the

<sup>58</sup> Iakovos Visvizi T., "I Koinotiki Dioikisis ton Ellinon kata tin Tourkokratian" («Η Κοινοτική Διοίκηση των Ελλήνων κατά την Τουρκοκρατίαν») ("The Community Administration of the Greeks during the Turkish rule"), *L'Hellenisme Contemporain: Le cinquantieme anniversaire de la prise de Constantinople*, Athens 1953, No Page Numbers.

<sup>59</sup> Theotokas, *ibid.*, p. 353.

<sup>60</sup> AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg [λγ], 549/10213, 5-5-1879.

<sup>61</sup> AHMT, PDMT, 1876/Γ7ii [η], 540/11735/24-4-1876.

Ecclesiastical Spiritual Courts were competent to adjudicate only the disputes of Orthodox foreigners concerning betrothals and marriages that came under their ecclesiastical jurisdiction. It is stated in this regard: “The ecclesiastical courts have always, especially since the tenth century, been the only competent courts to adjudicate disputes concerning betrothal and marriage of the orthodox Christians residing there, regardless of race and nationality, having had this right unquestionably for nine whole centuries”.<sup>62</sup> When some time passed after his marriage and he asked for the transfer of ownership of said half house, he was surprised to learn that the whole house was mortgaged for 80 Ottoman liras to some Ottomans. Then conflicts arose between them and he had to invite his wife to follow him to another house. But she refused. On February 22, 1876, with the mediation of the Honorable Greek Consulate, a compromise contract was drawn up in which his wife’s parents accepted the obligation to release the endowed one-and-a-half house from the mortgage within a year of signing the contract and transfer its ownership to the name of his wife (their daughter). While before the Greek Consulate he was granted the right to rent the house, the next day they refused to accept the two tenants and his wife closed the door on him again and they left him on the streets. Thus, as he stated, it was impossible for him to live with his wife. In the letter it was noted as a verdict that through special documents they were reconciled.<sup>63</sup>

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In a similar example where the groom was unaware that the object of the dowry he had received was mortgaged we see in a letter to *His Holiness* Athanasios II dated October 22, 1902, where there was the indication “for the illiterate Nikolaos Zlatanou and by his order Vassilis I. Kapilos, sign”, it was mentioned that according to a dowry agreement dated September 19, 1899 he was entitled to half of a house located in the parish of Agia Triada (the house bordered the houses of Arseniou and Angelos and a public road). The father of his wife, Aikaterini, named Dimitrios Athanasios Vafeas, commonly known as Boyatzis (or according to others called as Tsiolakis/Tsiolainis), a resident of Agia Triada, with whom he was legally married about three years ago, had given the half of that house as dowry. In the halfway house he resided with his wife immediately after their marriage, and they remained there until ten days ago, when suddenly, in spite of expectations, after the arrival of the Imperial Executive, they were forcibly evicted from their house. At the same time they took out all their furniture and belongings and they stayed in the street. The couple had *nowhere to lay*

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<sup>62</sup> Theotokas, *ibid.*, p. 51.

<sup>63</sup> AHMT, PDMT, 1876/Γ7ii (η), 540/11735/24-4-1876.



*their heads* (den echei pou tin kefalini klini < δεν έχει πού την κεφαλήν κλίνη). They were completely destitute and also his wife was pregnant. This had happened because his father-in-law had mortgaged the entire shared house for his debt. This act of his father-in-law ruined them and exposed them to terrible losses which they could not bear. For this reason, they begged *His Holiness* to invite his father-in-law and oblige him to hand over the house to them and at the same time compensate them for all the damages he had caused them. At the same time, they begged *His Holiness* to act competently upon the Reverend *Imperial Government (Sublime/High Porte)* to deliver to them the portion of the house which belonged to them according to the dowry agreement, which was not allowed to be sold for another's debt. He hoped that *His Holiness* as a father and protector, and especially of the needy, he would do what was necessary.<sup>64</sup>

#### 4. Cases of Dowry Agreements in Divorce Due to Fault of the Husband

In case of a divorce where the husband was at fault, the husband not only was obliged by law to return the dowry, but was also subject to various useful penalties in favor of his wife or their common children, if any.<sup>65</sup> For example, on January 24, 1876, Eleni Konstantinou in a letter to *His Holiness* Joachim II stated that a year and a half earlier she had agreed with her husband Ioannis Konstantinou on the delivery of the dowry and the payment of a regular salary of 100 *kurus* (grosi) per month for their son. But in the last two months he stopped paying. Eleni drew up the document of the agreement for a single salary and delivery of the dowry and requested the intervention of *His Holiness*.<sup>66</sup>

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As it was seen sometimes the dowry was abused by the husband and his behavior towards his wife in general was not appropriate. For example, on July 14, 1876, Aikaterini Panagiotou mentioned in her letter to *His Holiness* Joachim II that six years earlier she had married Spyros Christos Pigadas from the parish of Agios Ypatios with whom she had a five-year-old daughter. Living with him was unhappy. For not only did he not provide for the necessities of life and he sell many things from her dowry, but he did not cease to abuse her by beating her and driving her out of the house, in such an extent that she could not work. So she begged *His Holiness* to invite him to the Metropolis and grant her a divorce because cohabitation with him was no longer possible.<sup>67</sup>

<sup>64</sup> AHMT, PDMT, 1902/Γ7kd (κδ), 366/22-10-1902.

<sup>65</sup> Theotokas, *ibid.*, p. 489; Psarrou, *ibid.*, p. 572.

<sup>66</sup> AHMT, PDMT, 1876/Γ7ii [η], 127/11707/24-1-1876.

<sup>67</sup> AHMT, PDIMT, B'18, 810/10158/14-7-1876.

Another case of abuse of dowry by a husband whose general behavior was not appropriate, was found in a letter dated August 10, 1876 sent by a woman to *His Holiness* Joachim II. The woman claimed that six months earlier she had been married and her husband was treating her like an *slave* (andrapodo < ανδράποδο). Four months after the wedding, he left her and went to Athens, taking her ornaments and leaving her no money. After staying there for almost two months he came back and sold her house for 70 Ottoman liras and spent the money on his clothes and debts. He did not want to hand over the dowry to her. The woman was forced to pawn her dowry's *knotted silver* (chouchlaraktita asimenia < χουχλαράκτητα ασημένια) and borrowed money to secure her food. When she again refused to give him more of her dresses, her covers, a bedspread and a “yamboli” (giampoli < γιάμπολι), he beat her, tried to choke her and broke her fingers with a chair. He left her at the house she was renting and he himself went to his mother. The woman protesting with all her parishioners as witnesses asked *His Holiness* to protect her rights.<sup>68</sup>

In another case, based on two letters to *His Holiness* Grigorios IV dated February 18 and June 3, 1885, Amalia Dimitriou denounced her husband for abandoning her and their four children for two years without providing them with even the slightest food. Being in a desperate situation, she asked for her dowry which was a total of 50 Ottoman liras. She stated that what she suffered from her husband was indescribable because he was constantly drunk, he was not working. Instead she was working and was feeding him. In addition he had sold her own rings. Citing insulting reasons against her honor, she also asked for a divorce.<sup>69</sup>

More generally, despite the fact that the dowry according to customary law was normally awarded, the fate of women was not always auspicious. For example, on January 23, 1876, Moschou Theodora, in a letter to *His Holiness* Joachim II stated that on February 6, 1865, she married her husband Giovanni Nikolaou Schoina Xenou, in the absence of her father. Her husband borrowed two “Napoléon” coins for the wedding expenses. Then fifteen days passed and the lender demanded them. But her husband not being able to give them, forced her to pledge from her dowry “5 ‘choustikratika’ silver coins”, “45 drachmas”, “150 *kuruş* (grosi)” and the “golden ring with a “soumprouki” (σουμπρούκι)” of her engagement. Her husband did not return them to her. The woman was trying in every way to

<sup>68</sup> AHMT, PDMT, 1876/Γ7ii (η), 913/11761/10-8-1876.

<sup>69</sup> AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg [λγ], 10264/18-2-1885; *ibid.*, 10279/3-6-1885.

cope with the expenses of the house. Although she asked him to bring only 5 *oka* (almost 1,2829 kg.) of flour and 5 *oka* of coal a week and so on, he did not. After selling her “dresses” and “a bonzer pot” (chalkoma tentzere < χάλκωμα τέντζερε) and the rest from her dowry, two years ago he left her and went away, and since then he has not returned to their house. She worked as a slave to support her children and herself. Her husband had threatened to kill her with a knife. Thus she begged *His Holiness* to release her from him, for she and her children had suffered much. It was assigned to the *protosyncellus* (protosyngellos < πρωτοσύγκελλος, a title of ecclesiastical office of the Eastern Orthodox Church, first assistant to the Archbishop or Metropolitan and hierarchically the second official of the Metropolis after him) and due to the impossibility of a compromise situation, they were put into a local separation.<sup>70</sup>

On April 17, 1903, Evangeliki G. Sioti, from the village of Kapoutzidi (Καπουτζίδη), in her letter to *His Holiness* Aleksandros II, mentioned that she was married to Stavros Steph. Dergiadis, who was also from the same village. Six months earlier, while she was pregnant, he kicked her out of the house, keeping all her dowry. With great difficulty she brought the baby into the world three months ago, as she was deprived of every good thing. She thus begged *Her Holiness* to invite her husband and make a just decision.<sup>71</sup>

In order for the woman to be able to get her dowry back in the event of a divorce, she had to prove that she was not at fault for the divorce. If the separation appeared to have taken place merely because she wished it, then she would lose her rights to her dowry. For example, on January 28, 1884, a woman mentioned in a related letter that three years earlier she had married her husband, who three months after the wedding left for his homeland abroad. After he left, his mother forced her out of the house, and even beat her mother. Then her husband took his mother and sister with him. Only when he returned to their homeland did he take her and their young son, who was no longer alive. After her husband's return his behavior gradually became more and more ferocious. He was forcing her to sign a report to the Holy Metropolis about the divorce, to show that the consent to the divorce was mutual. This report was even drawn up by one of their fellow citizens. For all that she had suffered, she had witnesses. Also, on the day of his celebration, he declared that he would divorce her to marry a beautiful woman from Thessaloniki. The woman, therefore, begged in the letter that, if the divorce was granted, her husband should be made to pay her travel

<sup>70</sup> AHMT, PDMT, 1876/Γ7ii [η], 114/11706/23-1-1876.

<sup>71</sup> AHMT, PDMT, 1903/Γ7ke [κε], 108/17-4-1903.

expenses to go to her mother and to give her alimony on a monthly basis. She asked to be given the “20 Ottoman liras”, the “dresses, bedclothes” and the rest of her dowry, because everything she was wearing was foreign.<sup>72</sup>

On June 6, 1894, Anneta Velikouda, in a letter to *His Holiness* Athanasios II, stated that seven years ago, had married Ioannis Balabanis, with whom she lived harmoniously for a year. Since then, he indulged in alcoholism, and because of this, during the five years they were married, he did not work regularly to bring home food every day. As a result, her mother was being forced to support her. He would return to their home for twenty days and leave her again for a month. When he was drunk, he was destroying everything he found in the house. He had destroyed all the household utensils of her dowry. He had broken three “kitzedes” (κιτζίδες) with the scissors and the glass of all the windows. Because of these, they went to the predecessor of the current Metropolitan of Thessaloniki the Metropolitan Sofronios II, and the Metropolitan then called him and gave him the appropriate advice, but her husband did not obey. It had already been a year since he left her without going to their house at all. As the woman claimed, her husband Ioannis Balabanis was spreading throughout the world that she was dishonorable and he was planing to destroy all her dowry. He had brought her to a desperate state both physically and mentally. Therefore it was impossible for them to live together.<sup>73</sup>

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In cases where a woman had been expelled from the marriage by her husband on the charge of immoral behavior and given that there was also a child, to whom the dowry of the “immoral” mother would eventually be attributed, the woman was trying to get her dowry, proving that she was not immoral. In case the husband refused to accept his wife in the matrimonial home, he had to give her her possessions, i.e. clothes and jewelry. As far as securing this dowry was concerned, this was the work of a special trial, that is, it had to be conducted at first instance before the competent Metropolitan Court.<sup>74</sup> For example, on November 19, 1894, Eleni Spyros Seraphim, in a letter to *His Holiness* Athanasios II, stated that, as was known, her husband Spyros Seraphim accused her of immorality before the Holy Spiritual Court. Therefore, he did not demand for divorce and kept their four minor children with him. He kicked her out and for fifteen days, she lived in her mother’s house without the slightest food. Therefore, she begged *His Holiness* to invite the witnesses used by her husband, to make them swear on the Holy

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<sup>72</sup> AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg [λγ], 65/10243, 28-1-1884.

<sup>73</sup> AHMT, PDMT, 1894/Γ7is [ις], 11845/6-6-1894.

<sup>74</sup> Theotokas, *ibid.*, p. 488.

Gospel, and in case she was proven guilty, to be condemned according to the Law. Because he slandered her unabashedly, she could not tolerate that insult in any way and asked for a divorce and his conviction. He was at fault for the divorce, he had to pay all court costs, return her dowry and give her compensation. Received on November 21 and assigned to the Spiritual Court.<sup>75</sup>

In one case of impending separation with a child, the husband, turning to the Metropolis for a solution, proposed to give his wife the 40 Ottoman liras of her dowry to divorce him, or to have *His Holiness* order her to sit for a year in a local divorce to her parents with the infant who was one and a half years old. If she did not want to take their child, he could take care of it, but he was not able to give her a monthly salary. He could no longer tolerate her tyrannical behavior. His life was in danger from the bad behavior of his wife and her parents. The local divorce that could be proposed was a way for the couple to think things over, come to terms with being at a distance, and possibly then improve the relationship and avoid a permanent separation.<sup>76</sup>

### 5. Cases of Dowry that Turned into Child's Inheritance

Under no circumstances was there an obligation to grant or register the dowry house in the groom's name. The dowry secured the woman, whose family provided it, and the children she would bear. According to inheritance law, if their mother died, the children would automatically be entitled to her dowry and it would not return to those who gave the dowry.<sup>77</sup> On the other hand for her husband, the dowry provided him with a relief that the woman could to some extent support herself in a difficult time. On June 18, 1876, Grigorios Bougioukas, in a letter to *His Holiness* Joachim II stated that eight months ago he went from Thessaloniki to Russia for an inheritance case. But since the inheritance came from the dowry of his mother Anastasia (daughter of Dimitrios Grammatikopoulos and wife of Georgios Bougioukas), who had passed away on December 6, 1867, in the parish of Ypapanti, it was necessary according to Russian Laws to present a death certificate from Thessaloniki with all the details, signed by the vicars of the Ypapanti parish, confirmed by the Holy Metropolis. At the same time, it had to have the seal of the Russian Consulate in Thessaloniki. It was received on June 18 and assigned to the *protosyncellus* with the footnote that they invited the priest to proceed with the issuance of the requested document.<sup>78</sup>

<sup>75</sup> AHMT, PDMT, 1894/Γ7is [ις], 11853/19-11-1894.

<sup>76</sup> AHMT, PDMT, 1876/Γ7ii [η], 462/11725/12-4-1876.

<sup>77</sup> Theotokas, *ibid.*, p. 494.

<sup>78</sup> AHMT, PDIMT, B'18, 10155/18-6-1876.

In the event of the death of the wife of a couple who had child, the dowry cash and the entire remaining dowry and property of the child's mother and the man's premarital gifts to the woman all became the child's inheritance. But if the husband remained a widower henceforth and never remarried, he would receive a quarter part of all his wife's dowry and property. All the rest would be the child's inheritance. But if he married another woman, then the man would not participate in his first wife's inheritance at all. Everything would belong to the child. In fact, the father had to maintain and bring up the child at his own expense, preserving and saving the contents of the inheritance of the child's mother, until the child was of a suitable age to receive them. If the father were to marry another woman and he was suspected that he would consume and perhaps corrupt the possessions of the child's mother's inheritance and that he would not take good and proper care of him/her, then the parents of the child's mother would take and raise the child and take care of his/her property until the child was old enough to receive it. If the parents of the deceased woman were suspected also of misappropriating the child and his/her maternal property, the child and his property were to be handed over to a relative or some other faithful and unsuspecting person. If the child died underage, they had to divide his/her deceased mother's dowry and property into three parts. One part was for the funeral and memorial services of the deceased child, the other part was to be received by the father of the child and the third part by the parents of child's deceased mother.<sup>79</sup> For example, in a letter of Gregory Pan. Georgiou to *His Holiness* Kallinikos III dated November 27, 1884, we see a conflict with his son-in-law, Greek citizen of the Hellenic Kingdom Athanasios K. Fragopoulos, over a dowry that belonged to his deceased daughter and wife of Athanasios K. Fragopoulos. The Athanasios had addressed the Greek Consular Office in Thessaloniki before the end of the prescribed period of mourning accusing his in-laws for the dowry. Then, because he was not listened to at the Consulate, he fled to the Holy Metropolis. As the husband claimed, the dowry after the death of his wife belonged to the child born of the marriage of which he was the legal and natural guardian. Now the child's grandfather was asking *His Holiness* to forward this letter to the *Committee on Dowries* and to order it to do what should be done under such circumstances. He requested that the said dowry be registered urgently to his grandson Konstantinos in order to more fully secure the property. As he wrote in the letter, "any other act would be considered a violation of the law

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<sup>79</sup> Theotokas, *ibid.*, pp. 491-493.

and will be rejected”.<sup>80</sup> However, in the relevant Jurisprudence it appears that in a related objection made in another case by the father of his deceased daughter that the promised dowry of his daughter should be attributed to his grandson and not directly to the plaintiff father of the child, was rejected. And this because the child was not of an appropriate age and thus his father, as natural guardian, was entitled to claim and receive under his management the disputed dowry until the child reached the legal age to inherit his mother’s dowry.<sup>81</sup> Of course, as was said above, he had to preserve and save the content of the maternal heritage for his child.

In another case where the wife had passed away and there was a child and a problem arose, we notice in a related letter of Ioannis Petros on February 6, 1885. He stated that based on the dowry agreement of January 29, 1871, number 36, page 45, he had received as a dowry from his mother-in-law Katerina Konstantinou an entire house in the parish of Agios Ypatios. It was still officially in his mother-in-law’s name. Because his wife had passed away years ago and he had remarried, his mother-in-law did not mean to abide by the express terms of the dowry agreement, i.e. to officially give the house to her grandson Dimitrios. On the contrary, he took care of the sale of the house in question. For this reason, the author of the letter, John Petros, begged *His Holiness* Grigorios IV to issue a decree based on the agreed dowry agreement. The house was officially transferred to their child’s name.<sup>82</sup> According to the law, if a property was given as a dowry, those concerned had to address the patriarchate, metropolises or dioceses with a request detailing the property granted. After the execution of the dowry agreement, the competent government authorities with a *title deed-takrir* (recognition document) that the property in question was granted as a dowry.<sup>83</sup>

## 6. Process of Entitlement of Real Estate Given as Dowry

The importance of the recognition document *title deed-takrir* is reflected in a related Patriarchal and Synodal Circular issued in 1893. On February 19, 1893, in the first part of it, it was stated that the Most Reverend *Imperial Government*, through an official document (*tezkere*) transmitted to the Patriarchate, declared that based on the practice of the Supreme Council of State, copies of dowry agreements or wills had to be ratified by the

<sup>80</sup> AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg (λγ), 568/10253/27-11-1884; *ibid.*, 592/11801/9-12-1884.

<sup>81</sup> Theotokas, *ibid.*, pp. 493-494.

<sup>82</sup> AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg (λγ), 10260/6-2-1885.

<sup>83</sup> Theotokas, *ibid.*, p. 473.

metropolises. These had to be submitted to the competent state office (*tapu kalemî*) for the transfer of their contents (i.e. immovable estates-*mulki*) in the name of the persons specified in these documents, always accompanied by a Turkish translation also ratified by the competent ecclesiastical authority. This translation was considered valid by the selected government offices for the further.

In part B of the circular, which specifically referred to the dowry and the dowry agreement, it was mentioned that during the reign of Patriarchs Joachim II and Dionysius V, ecclesiastical circulars had been sent to the holy high priests that determined the method of security against possible complications of the properties given as a dowry, based on a dowry agreement. The assurance was as follows: When the dowry agreement was drawn up, by which the property was endowed, whether it was *waqf*, *mulki* (immovable estates) or public land, it was necessary for the High Priest to send a *recognition document- title deed* (*takrir*) to the competent government officials. He also had to inform them that the property in question was granted as a dowry, so that the relevant government offices would be notified accordingly. Since some negligence had long ago been observed in the execution of these very useful formalities, by this Patriarchal and Synodal Encyclical they reminded and exhorted all the holy High Priests to bear in mind that the saving of immovable estate necessarily required this procedure. They communicated the above to the Christians of all the provinces. They were to know that whoever donated any property, of any kind, had to address to the high priest a duly endorsed document detailing and describing the property to be donated based on this request. Then the Metropolitan or the Bishop had to act on the further details. It was even necessary to be announced to those concerned that if they did not promptly comply with this repeatedly formulated recommendation of the Church, they would be deprived of the right to make demands and submit complaints about the harmful consequences that would arise from these important omissions. They expected, therefore, from all the holy priests the immediate execution of this measure, by which the Christians concerned would not only secure the estates given as dowry, but would also be freed from the costs of possible proceedings.<sup>84</sup>

The vesting of the dowry that contained immovable property through a deed issued by the Ottoman Administration seems to be confirmed by the following case. Having the title deed in his hands, Christos Dimitriou on May 11, 1876 addressed to *His Holiness* Joachim II to make known the

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<sup>84</sup> Theotokas, *ibid.*, p. 503-504.



problem he was facing with his wife's brother, Michael. Specifically, Christos stated that during the dowry delivery on June 30, 1867, he got married and received as a dowry a house worth 30 Ottoman liras. But his wife's brother Michael "an awkward character by nature" did not want to leave the house and remained there for three years. Only when heavy rains came and the house was in danger of collapsing, as happened to other neighboring houses, did Michael leave the house. Christos was forced to rebuild the house in order not to be completely demolished and he spent 40 Ottoman liras, a fact that the architect named Angelos also testified. Then he rented it and it was six years that Christos was receiving the rents. But his wife's brother, Michael, appeared again and claimed that his brother-in-law had no permit to rent the house, because it was his. However, as stated by Christos, when the Administration issued a sale-official title deed, then the *members* (Aza) and the *reeve* (Muhtar) of the Church in "Papadika Oikimata" parish called his wife and then addressed the local government administration, which issued a sale-official title deed sealed in his wife's name. The Metropolis of Thessaloniki decided that the defendant was obliged to stay away from the house.<sup>85</sup>

The way to complete the process of transferring the property as a dowry can also be seen in the following case: On April 29, 1911, in a letter to *His Holiness* Joachim IV, Chazousidis mentioned that his wife's brother, Telearchos X. Apostolidis, with his statement made on February 17, 1907, before the Director of the Patriarchal Office of Alexandria, Metropolitan Theophanos of Tripoli, handed over to Artemia X. Apostolidou, his share as a dowry, half a house located in the parish of Agios Athanasios, in the Celebi-Bakali District in Thessaloniki. He acquired the following share through the title deed number 109, dated 13-19 July or 7 Rabiul-ahir 1322. Wishing his wife's brother to transfer his share in his sister's name, he begged *His Holiness* to convey to the *Most High Regional Governor* of Thessaloniki through a relevant *recognition document- title deed* (takrir) the said statement of his wife's brother together with its Turkish translation for further actions.<sup>86</sup>

Similarly, on May 11, 1911, Georgios N. Doumas, in a letter to *His Holiness* Joachim IV stated that on February 12, 1910, the dowry of his wife Ekaterini had been handed over, which was registered in the relevant Code of the Holy Metropolis. Because he wanted to receive the official titles of the *Imperial Government* of half the house, his wife's dowry, he begged *His Holiness* to

<sup>85</sup> AHMT, PDMT, 1876/Γ7ii (η), 573/11637/11-5-1876.

<sup>86</sup> AHMT, PDMT, 1911/Γ71 (λ), 540/10614-2/29-4-1911.

order that he be given an official ratified copy of the delivery of their dowry and the relevant deed of transfer of the half house in his wife's name.<sup>87</sup>

In a letter dated July 28, 1884, Anastasia Konstantinou Aktari who in 1855 had received as a dowry the half house (*mali mulki*/immovable estates) located in parish of Ypapanti from her mother, in her letter to the Metropolis of Thessaloniki, stated that the relevant document, after 29 years, had not been issued yet. Based on the dowry delivery document, which she attached, she begged *His Holiness* Kallinikos III to act on the basis of the dowry agreement, to make a deed of transfer of the titles of the dowry's residence in her name and to issue it to her.<sup>88</sup>

In another similar case, on February 12, 1885, Petros Georgiou in his letter to the Patriarch stated that based on the copy of the official dowry agreement of his wife Evangeliki, her father, Nikolaos Dimitriou Papoutzis, gave her half of his house located in parish of Agios Athanasios with the express condition that after the marriage the titles of this house would be transferred to her name. However, because her father-in-law refused to fulfill what he had promised in the document, Petros begged *His Holiness* to force him to give the required title deed before the competent authority so that half house would be transferred to his wife's name Evangeliki.<sup>89</sup>

As it turned out, the dowry agreements, as well as the sales/-official title deeds themselves, did not always indicate its exact boundaries. For example, as mentioned by Antonios Christos Gounaris on June 6, 1876, in his letter to *His Holiness* Joachim II, his privately owned house located in Agios Athanasios, coexisted in a yard with the house of Theodosiou, wife of Euthymios. According to the dowry agreements they were there as two inseparable houses. Five years earlier, the owners of the two houses quarreled. Then they called "dowry delivery officials" and neighbors to witness their exact borders. However, when his relative asked the local *Government House of Thessaloniki* for the sale/ official title deed, the document only mentioned who the owners were, but did not detail the dividing lines of both houses. That is why the author of this letter earnestly begged *His Holiness* to take over the case, to inspect according to the documents the borders of the two houses so that no one would be wronged. Finally, the case was assigned to the *protosyncellus*, where it was noted that

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<sup>87</sup> *ibid.*, 594/10615/11-5-1911.

<sup>88</sup> AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg (λγ), 10252/28-7-1884.

<sup>89</sup> *ibid.*, 10263/12-2-1885.

he acted in a fair way the distribution of the borders according to their hucet, (chodzeticio < Xoδζετίο, title deed).<sup>90</sup>

### 7. Death of a Wife or Divorce in a Childless Marriage

In the event of the wife's death in a childless marriage, the surviving husband was deprived of any inheritance right to the property of his deceased wife's dowry, which then went to the next of kin or returned to her donors. That meant that each partner remained a stranger to the other's lineage as far as inheritance was concerned: the two joined only in the new vertical line they could jointly create. Instead, the two spouses jointly owned all property acquired after the marriage.<sup>91</sup> For example, on January 14, 1876, a husband was informed by the *protosyncellus* that the Law did not give him an inheritance share of his deceased wife's dowry, for the sole reason that she died childless.<sup>92</sup>

Sometimes, however, in cases of divorce with a childless marriage, the husband, feeling wronged, was appealing to the Metropolitan. In one case, we see how the estranged husband, doctor T. Papanikolaou, on November 24, 1910, claimed that in the note about what he had to return to his estranged wife, more items than belonged to her were listed in the relevant request document. So he stated to the *protosyncellus* that he was willing to hand over only the dowry.<sup>93</sup>

In these cases the funeral expenses of the deceased wife were covered by her dowry, but not her hospital expenses, which were paid by her husband, because he, while enjoying all the benefits of the dowry in the context of the marriage, had to bear all the burdens.<sup>94</sup> In one case where the wife of a childless couple died, we see that her husband asked *His Holiness*, since her heirs wanted his wife's dowry returned, her family should pay not only her medical expenses for her treatment, but also her funeral expenses, because he was poor. In this case the heirs of woman's dowry agreed to pay the debts of both the hospital and the funeral. Apparently the issue of paying for the deceased wife's hospitalization was being considered on a case-by-case basis as to whether or not it would be paid by the dowries.<sup>95</sup>

<sup>90</sup> AHMT, PDMT, 1876/Γ7ii (η), 677/11744/6-6-1876.

<sup>91</sup> Kasdagli, 2005, *ibid.*, p. 3.

<sup>92</sup> Theotokas, *ibid.*, pp. 336, 485, 493, 495; AHMT, PDIMT, B'18, 761/10097/14-1-1876.

<sup>93</sup> AHMT, PDMT, 1910/Γ7kth (κθ), 11960/24-11-1910.

<sup>94</sup> Theotokas, *ibid.*, p. 498.

<sup>95</sup> AHMT, PDIMT, B'18, 761/10097/14-1-1876.

### 8. Cases of Dowry Agreements, in which the Woman Intervened Against Those Who Would Provide Her Dowry

More generally, the women who would receive a dowry and something went wrong with the dowry, and it endangered their marriage, were not hesitating to appeal to the Metropolis against those who had promised to provide the dowry. That is, even against her own fathers or mothers. For example, on January 14, 1902, Ekaterini Nikolaou, in her letter to *His Holiness* Athanasios II, explained that she was the daughter of Dimitrios Athanasios and that three years ago she married Nikolaos Zlatanou. According to the dowry agreement, her father gave her “half of his house”. Until then she was sitting with her husband in this place. But now her father expelled them out of the house because the house was in debt and he had to sell it. The woman wrote, if her father did this, her husband would naturally withdraw and thus she would be in extreme mental danger. She therefore asked *His Holiness* to act, as she knew according to the law, and receive what she was entitled to according to the dowry agreement.<sup>96</sup>

In one case it was observed that a woman who received a dowry brought a lawsuit against her mother. On December 8, 1884, Theodora Giannouli stated that she received the document dated December 5 1884, following a lawsuit filed by Georgios A. Papas Georgios, attorney of her daughter (Anneta Constantinou Dimou) in Tzoumagia. Georgios Papas Georgiou, as attorney, requested from the Theodora the payment of “120 Ottoman liras” together with ten years’ interest, basing the request on her daughter’s dowry agreement which was signed only by the Theodora’s husband (i.e. her daughter’s father), who had died. But, on the same day the groom’s father, wanting to ensure the receipt of the dowry, had requested and received a promissory note of equal Ottoman lira signed by Giannouli Dimos Vogdanou, the husband of the Theodora, dated July 9, 1865. Accordingly, the father of the bride paid the above amount and was released and received the promissory note paid off declaring himself free from the obligation of the dowry agreement. The relevant debit document was in her hands (Theodora) and its existence, as Theodora claimed, was deliberately not disclosed by her daughter with a view to taking again the money. In fact, her daughter had resorted to other means, presenting to the Court of the Eldership a document with a more recent date containing a kind of bond and asking for more than the dowry’s money. This document was rightly held to be of no force and effect and was rejected by the Court. She added that if her daughter’s attorney, Georgios Papa Georgiou, had known the truth, he would not have

<sup>96</sup> AHMT, PDT, 1902/Γ7kd (κδ), 10395/14-1-1902.

undertaken the defense of an unjust and illegal act. Thus, the woman asked for the dismissal of the lawsuit and the court costs be paid by her daughter.<sup>97</sup>

### 9. Cases of Change of the Contents of Dowries

Since a house was bought, with money from the wife's dowry, then the house belonged to her, and the husband only owned the usufruct of it during the marriage. The change of dowries, i.e. the replacement of given things for other things or the conversion of things given without value into things given with value or vice versa was allowed, but only if it benefited the woman and was done by mutual consent of the couple.<sup>98</sup>

Thus, in case of the death of the man in a childless couple where the woman's dowry was monetary and had been given for the repair of the house, the woman was claiming the house. For example, two brothers of a woman who had given her a dowry of 50 Ottoman liras, testified that, on March 16, their sister's husband died. The couple had no child. The issue was that with these 50 Ottoman liras his son-in-law had repaired his house, the title deed of which (huccet) was written in the name of his sister's elderly mother-in-law. Thus, he was begging *His Holiness* Joachim II to advise the old woman, in her interest, to write the house either to his sister Anastasia or to him depending on what the Metropolitan would decide and he himself would undertake through an official document of the Metropolis to take care of the old woman, making her expenses both during her life and after her death performing the duties for her "spirit" (psychika). The heir of the deceased was bearing, as has been said, the funeral expenses of the testator.<sup>99</sup> In case she would not accept to be taken care of, then he was promising to give her through an official document of the Holy Metropolis a regular monthly amount until the end of her life. That is why the author of the present case earnestly begged *His Holiness* to examine whether the old woman was telling the truth. The *protosyncellus* was pointed out, however, that the interested parties held consultations, but compromise was impossible.<sup>100</sup>

Similarly, on April 19, 1876, Marigo Georgiou Bairaktari, who had lost her adopted son, asked her daughter-in-law to leave her home after receiving her dowry. It was answered that the case was assigned to the *protosyncellus* to ensure the verification of the truth of what Marigo Georgiou Bairaktari's

<sup>97</sup> AHMT, PDMT, 1881-1882 and 1883-1884, 577/11800/8-12-1884.

<sup>98</sup> Theotokas, *ibid.*, pp. 480, 482-483.

<sup>99</sup> Theotokas, *ibid.*, p. 497.

<sup>100</sup> AHMT, PDMT, 1876/Γ7ii (η), 470/11723/11-4-1876. Theotokas, *ibid.*, p. 497.

opponent was saying. Her daughter-in-law was claiming that she had spent from her dowry on the repair of the house.<sup>101</sup>

On March 1, 1885, Constantinos and Antonios Christou, in their letter to the Metropolis of Thessaloniki, stated that in the year 1863 their mother Katerina married their father Theodoros Christou. The brother of their mother, Dimitrios Giovanni, had given her, according to the dowry agreement “a house located in the parish of the Metropolis”. After some time passed, their mother sold the house for 125 Ottoman liras and bought another house in the parish of Agios Ypatios instead of 6,000 *kuruş* (grosi) she had paid and another 4,000 *kuruş* (grosi) for repairs. With the remaining amount she bought a field. Their mother died three years ago and their father remarried. During all this long time, their father continued to enjoy annually 12 Ottoman liras of the rent to which they were officially entitled without giving them anything. They added that for many years their father took advantage of them and in fact did nothing for their upbringing and education. And even worse, three years ago he disowned them. Therefore, they requested that the Holy Metropolis invite him before the Court of the *Eldership* in order to hand over all the maternal property as the legal heirs of their mother. In particular, they requested the following: a) the house and b) the other surviving things from the dowry, especially those valuable that do not wear out over the years, c) the field, which their father fraudulently registered in his name and which was purchased as stated above, with mother’s money and d) the thirteen years’ rent of the house in the parish of the Metropolitan Church, which amounted to 150 Ottoman liras as well as the interest thereof.<sup>102</sup>

However, in relation to the above case, Theodoros Christou, the father of Constantinos and Antonios, in turn, two weeks later, he also addressed the Metropolis and the *Eldership*, presenting the events from his own perspective. For his marriage which had been performed twenty years ago, he mentioned that he had received as a dowry a burnt house located in the parish of the Metropolis of Thessaloniki. After some time had passed since the wedding day, with his wife’s consent he sold the said house for 90 Ottoman liras. Of this amount, with 60 he bought a field (plot) in the parish of Agios Ypatios and with 25 he paid his wife’s brother for his right to the house. On the field he bought he built a house for which he spent 150 Ottoman liras. But, as the husband who wrote that particular letter wrote, in all his naivety he transferred the house to his wife’s name. From this

<sup>101</sup> AHMT, PDIMT, B’18, 511/10140/19-4-1876.

<sup>102</sup> AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg (λγ), 163/10266/1-3-1885.

marriage he had two sons. His marriage lasted around twelve years, when his wife passed away. He then remarried and had no more children. He took care, as he said, of their two sons, but his sons were causing him trouble. He bought the eldest son a carriage worth 60 Ottoman liras to work on, but he sold it and got into debt. He then gave him another 10 Ottoman liras. The young son, as part of his misbehavior, entered the house and stole two watches. In general, the father pointed out that his sons' behavior was not good. So his sons sued him before *His Holiness* Grigorios IV, demanding the house that belongs to them as the hereditary right of their mother. The father, therefore, continued that he was recognizing the rights they had on the field, which was bought with money from the sale of the house of their mother's dowry, but was not recognizing them any right on the house he himself built in the plot. In general, he emphasized that their behavior caused him to fear for the safety of his life. He was asking to strictly forbid them from going to his house.<sup>103</sup>

However, in some cases, it seems that changing the content of the dowry was not always done with the consent of the woman, but under the pressure of the man. For example, on June 15, 1885, the undersigned Despina T. Christaki, from the parish of Agios Athanasios (Eski-Tzouma) in a letter to *His Holiness* Grigorios IV, stated that as a result of her husband's note of Efthymios Nikolaos Zaimis, on the occasion of their local separation which the Holy Metropolis imposed on them, wanted to state also the following: Her estranged husband, in addition to his barbarous, brutal and reprehensible conduct towards her from the day of their marriage and so on, he sold "her own dowry house", and in the first year moved her to a rented house in Lagoudiani parish. He beat her in and she was saved by a patrol that happened to be passing by. Her son-in-law took her in and brought her to her maid of honor's house. Because she did not wish to experience any more suffering, she preferred to surrender to the vindicating sympathy of the law.<sup>104</sup>

In another example, in which the woman seems to have finally, despite her husband's pressure, not yielded to allowing her dowry to be changed, it is observed as follows: On August 24, 1884, Penelope Anastasiou in her letter to *His Holiness* Kallinikos III and the honorable *Eldership*, stated that about seven months ago she married Dimitrios Chr. Georgakopoulos, with whom they had just lived peacefully for two months. He started harassing her repeatedly and with threats asked her to sell her dowry which was half a

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<sup>103</sup> *ibid.*, 164/10232/14-3-1881.

<sup>104</sup> *ibid.*, 11809/15-6-1885.

workshop in Agora Kapani (Kapani Market) to pay off his own pre-marriage debts. Failing to get her consent, in order to avenge her, he resorted to trying to expel her mother who was sitting with them. Her mother was entitled, according to the dowry agreement, to live with them until the end. Therefore, failing in this also, he applied to work in the workshop of the said dowry, the other half of which belonged to her uncle who managed the entire workshop, duly compensating her. Among other fraudulent actions of her husband, she claimed, he additionally demanded the house and workshop of her dowry be registered in her name with the intention of gradually deceiving her and selling them off. Her mother had informed him that since they had no more children, after their deaths, their daughter would be the legal heir anyway. This behavior of his caused her fear. Since her further cohabitation with him was unpleasant and impossible, the woman asked the Holy Metropolis to issue a divorce.<sup>105</sup>

#### 10. Cases of Dowry Agreements with Terms to Dowry Givers

Dowry agreements may have contained a term whereby the daughter signed a promissory note to pay her mother, for example, a monthly sum.<sup>106</sup> Or the promissory note may sometimes have satisfied the mothers' expectation of their children that when they grew old, their children who received the dowry would take care of them. For example, on March 23, 1876, a woman, in a letter to *His Holiness* Joachim II, stated that she was a widow with five orphaned children. She had experienced countless hardships and while she had given her daughter a dowry, she had never cared for her. Today, therefore, she was experiencing great unhappiness and sadness and was begging *His Holiness* to intercede so that her daughter would take care of her as best she could.<sup>107</sup>

Another case of agreement with the donors of the dowry, may have contained conditions such as the following: on August 18, 1876, a woman, in a letter to *His Holiness* Joachim II, expressed that two years ago gave to her daughter a house and a shop as a dowry on the condition that as long as she lived she and the rest of her children would live in the house and she would receive the rent from the shop. After her death, the daughter and her husband would become owners of the house and shop, as evidenced by the dowry agreement. But in the last fire that happened the shop burned down and since both of them could not build it, they agreed in the presence of other people to sell it. They sold it to Ibrahim Kurtoğlu, receiving 110 Ottoman liras, of

<sup>105</sup> *ibid.*, 429/ 11798/24-8-1884.

<sup>106</sup> Theotokas, *ibid.*, p. 142.

<sup>107</sup> AHMT, PDIMT, B'18, 10136/23-3-1876.



which her son-in law received 55 Ottoman liras, the writer of the letter the other 50 Ottoman liras and 5 Ottoman liras were used for expenses. But now, as the son-in-law had already made known in his report to *His Holiness*, he denied this agreement and said that they had agreed to sell it, but on the condition that he would become the master of the house. On the other hand, as the mother-in-law denied it. Two days earlier on the advice of *His Holiness*, they talked about a compromise. However, the son-in-law not only did not accept but also threatened his wife's brother that he would kill him, which he would have done if there were no people to stop him. That is why she was begging *His Holiness* to invite him and advise him in order to resolve the dispute.<sup>108</sup>

In fact, when the parents wanted their children to take care of them in their old age, the dowry agreement was being made with the term being clearly stated. For example, on September 16, 1911, Evanthia, widow of Georgiou Bogia, in a letter to *His Holiness* Joachim IV, stated that having under her ownership according to the title of waqf (foundation) no. increase 16, prot. no. 1173, dated August 13, 1911, "a plot of land located in the area of Agia Eleusa" and designated by Achilleas Angelidou, K. Chondrodinou, Adolfo Abbot and Saroula, transferred it to the name of her daughter, Dimitra, under the condition she and her future husband would take care of her until her death. She requested the issuance of the legal title.<sup>109</sup>

#### **11. Cases of Dowries that, as the Object of Dispute, Damaged Third Parties**

Many times, in relation to the properties of the dowries, some situations were particularly becoming very complicated. For example, on October 5, 1906, Efstathios Stamou, a sculptor by profession, addressed *His Holiness* Aleksandros II and stated that three years earlier he had rented from Antonios G. Zarouchas a house located in the parish of Agia Theodora and therefore paid to him two years' rent. But recently, a woman, Anastasia, wife of Vasilios Vassilikiotou was claiming the house as her property, which she had acquired based on a dowry agreement, a fact that was also confirmed by the church of Agia Theodora. She required the Efstathios Stamou to sign the lease in her name, which he was obliged to do, and consequently he also paid 9 Ottoman liras in rent. However, after and before the end of the third year, Antonios G. Zarouchas, who had originally rented the house to him, based on the previous lease, requested his eviction from the house. In fact, Antonios brought him before the Imperial Civil Court of First Instance a few

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<sup>108</sup> AHMT, PDMT, 1876/Γ7ii (η), 944/11765/18-8-1876.

<sup>109</sup> AHMT, PDMT, 1911/Γ7I (λ), 1317/10635/16-9-1911.

days ago, demanding from him the remaining rent and compensation of over 30 Ottoman liras. The trial day of the suit was set for October 10, 1906. However, Anastasia had initiated a regular action to claim the house in question as belonging to the dowry, before the Joint Ecclesiastical Council. Efsthios, therefore, stated that since the house in question was claimed, it was fair and legal to send the lawsuit of Antonios to the Imperial Civil Court of First Instance against him until it was proven who owned the house. That is why he was begging *His Holiness* to order the dispatch of a title deed competently to the Imperial Civil Court of First Instance of Thessaloniki, so that the trial would be suspended until the final decision.<sup>110</sup>

### Conclusions-The End of Dowry Agreements

As it was shown during the present study, the Ottoman state administration stayed away from dowry cases within the quasi-autonomous system of self-government of the Greek Community. As it was seen the dowry agreements concerned the Greek community of Thessaloniki in various ways. There were also cases where a dowry was not given to the groom with his own consent<sup>111</sup> or even cases where the groom not only did not ask to receive a dowry, but instead gave it himself.<sup>112</sup> In some cases of impending separation, it was pointed out that the husbands losing their minds and going insane, as a result of this kind of illness, among other things, they abused their wife's dowry.<sup>113</sup>

The dimension of the various issues arising from the dowry agreements reflected the position of the woman at that time, the status to which the man was subject by receiving or failing to receive the dowry, the consequences on the couple's descendants, but also the effects on third parties which were connected with the object or action of the dowry.

The institution for dowry and more specifically for dowry agreements was valid until 1983, when it was abolished by the law 1329/1983 on the equality of men and women.<sup>114</sup> Specifically, the relevant law is written as follows in the Gazette of the Government of the Hellenic Republic: According to this Law, the constitutional principle of equality between men and women was implemented in the Civil Code, the Introduction Law, the Commercial Law

<sup>110</sup> AHMT, PDMT, 1906/Γ7kd (κδ), 917/10545/5-10-1906.

<sup>111</sup> AHMT, PDMT, 1884-1885-1886-1887-1888/Γ7lg (λγ), 10281/21-6-1885.

<sup>112</sup> AHMT, PDMT, 1902/Γ7ks (κς), 427/10500/8-12-1903.

<sup>113</sup> AHMT, PDIMT, B'18, 278/10125/23-2-1876; AHMT, PDMT, 1903/Γ7ke [κε], 95/10409/21-2-1903.

<sup>114</sup> Chionidis, *ibid.*, p. 375.

and the Code of Civil Procedure, as well as a partial modernization of the provisions of the Civil Code on Family Law. Specifically, according to article 15, the property relations of spouses are governed by the law that regulates relations immediately after marriage.<sup>115</sup> According to Article 64, social security relationships that provide for contributions and benefits for dowry or other benefits given in anticipation of marriage and based on gender discrimination are prohibited.<sup>116</sup>

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<sup>115</sup> Gazette of the Government of the Hellenic Republic, 18/02/1983, Issue A. Sheet Number 25, p. 429.

<sup>116</sup> *ibid.*, p. 445.

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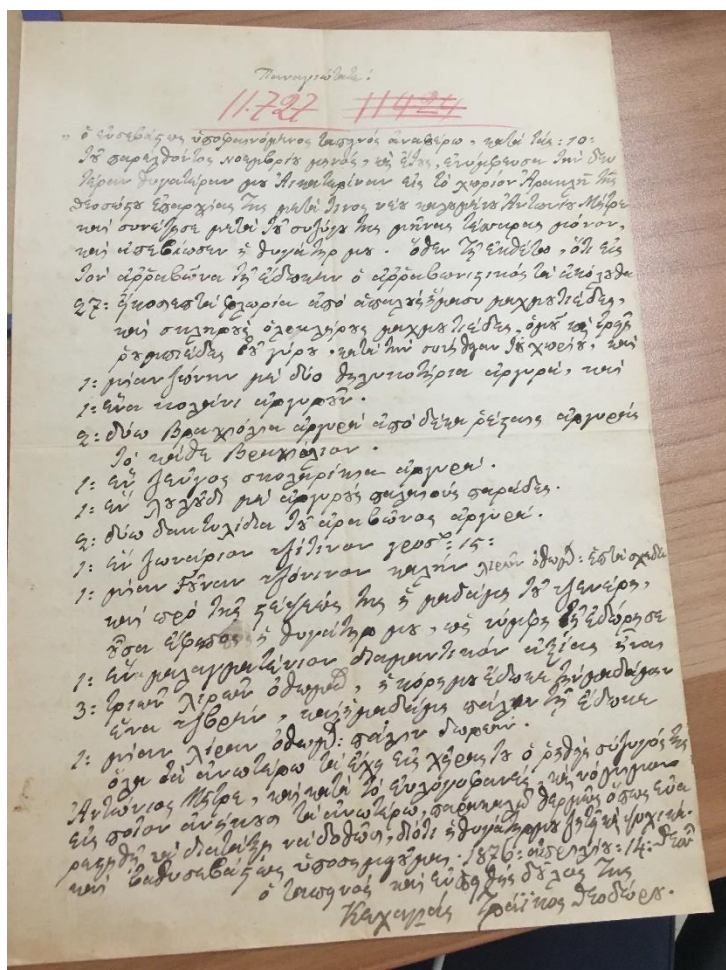
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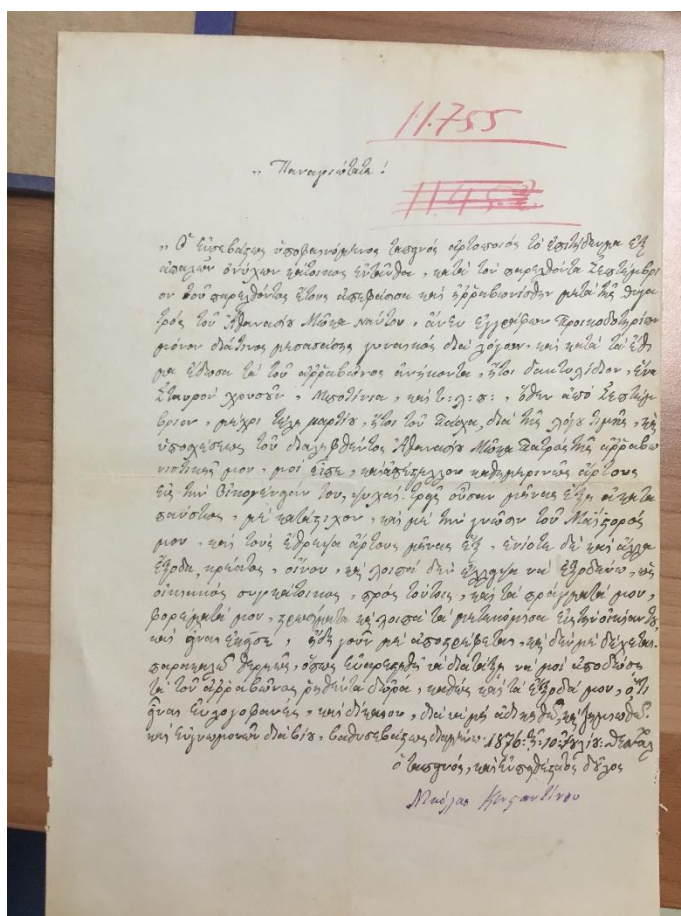
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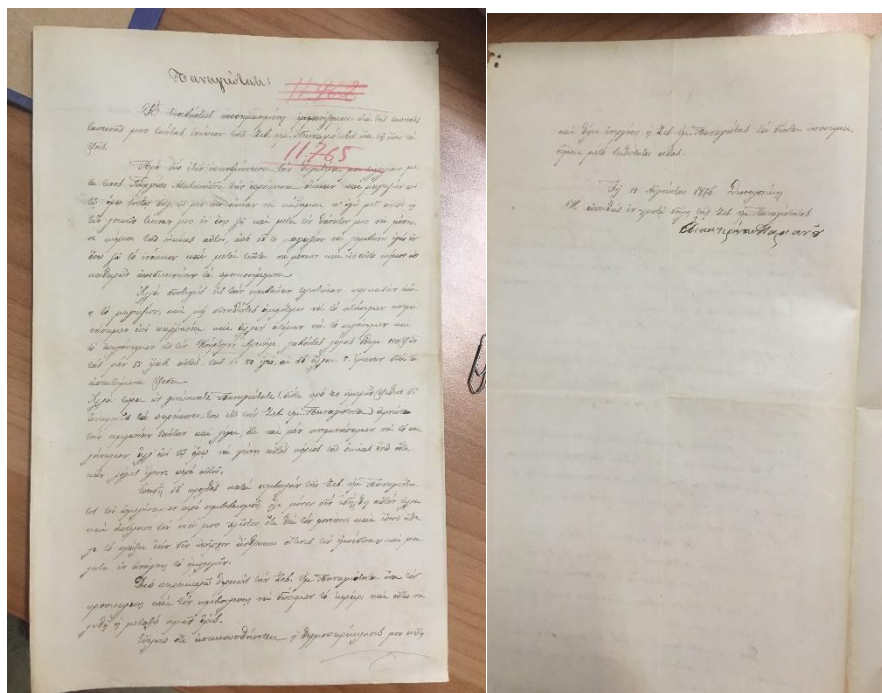
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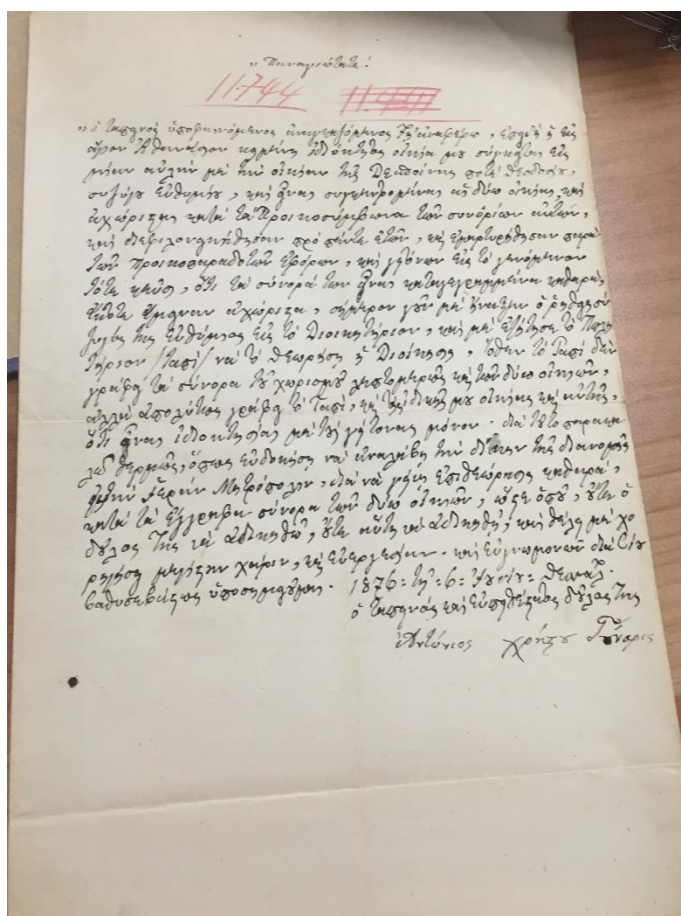


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