

Marriage contract Nr. 138: Brandenburg - Hessen-Kassel

- **Date of contract conclusion:** 1679-07-14
- **Place of contract conclusion:** Cölln an der Spree

Groom

- **Name:** Friedrich I. von Preußen
- **GND:** [118535730](#)
- **Year of Birth:** 1657
- **Year of Death:** 1713
- **Dynasty:** Hohenzollern (Brandenburg)
- **Confession:** reformiert

Bride

- **Name:** Elisabeth Henriette von Hessen-Kassel
- **GND:** [120578328](#)
- **Year of Birth:** 1661
- **Year of Death:** 1683
- **Dynasty:** Hessen (Kassel)
- **Confession:** reformiert

Actors for Groom

- **Name:** Friedrich Wilhelm von Brandenburg
- **GND:** [11853596X](#)
- **Dynasty:** Hohenzollern (Brandenburg)
- **Relationship:** Vater
- **Name:** Friedrich I. von Preußen
- **GND:** [118535730](#)
- **Dynasty:** Hohenzollern (Brandenburg)
- **Relationship:** /

Actors for Bride

- **Name:** Hedwig Sophie von Brandenburg
- **GND:** [102324115](#)
- **Dynasty:** Hohenzollern (Brandenburg)
- **Relationship:** Mutter
- **Name:** Karl von Hessen-Kassel
- **GND:** [118560050](#)
- **Dynasty:** Hessen (Kassel)
- **Relationship:** Bruder

Brandenburg

1679-07-14

Contract content

Preamble: Names of the parties involved; names of the marriage partners; purpose of the marriage specified; consensus on the marriage agreements

1 – Mutual promise to marry

2 – Dowry of 20,000 guilders (16,250 Reichstaler); payment arranged; an additional 6,000 Reichstaler from the County of Schaumburg

3 – trousseau of the bride regulated; creation of an inventory; bride's renunciation of paternal inheritance in the presence of male heirs; maternal inheritance is excluded from the renunciation; the inheritance of the "grandmother's" estate is to be settled with Denmark

4 – After consummation of the marriage, the groom gives the bride a piece of jewelry and an annual allowance of 500 Reichstaler as a morning gift; option for the groom to pay the bride 8000 Reichstaler instead of the annual allowance; inheritance of the 8000 Reichstaler morning gift settled

5 – The bride receives 2000 Reichstaler annually as pocket money; payment and composition of the bride's court regulated

6 – donatio propter nuptias in the amount of 16250 Reichstaler; increase of the usual life estate from 4450 Reichstaler to 10000 Reichstaler; life estate to be earned at the castle, town, and offices of Dinslaken and Huissen; rights to the bride's dower regulated; compensation if the dower is insufficient to earn the life estate; surplus does not benefit the widow; monetary support for the University of Duisburg should not be at the expense of the widow; taking up residence and furnishing the dower residence; protection of the widow's residence guaranteed; appointment of officials regulated

7 – Homage of subjects regulated

8 – The subjects on the dower estate shall be left in peace with their secular and religious freedoms

9 – Legal reservations of the groom in the dower estate

10 – Provision of the widow with natural produce regulated

11 – trousseau of the widow's residence upon taking up the widow's residence regulated

12 – Assurance by the Elector to provide the bride with alternative accommodation in the event of the widow's residence being temporarily uninhabitable, such as in the event of an epidemic

13 – Change of the widow's residence regulated

14 – Prohibition on pledging the widow's residence; maintenance of the buildings of the widow's residence regulated

15 – Bride dies before groom without common children: reversion of the bride's trousseau and dowry to Hesse; groom's lifelong right of use of the dowry; repayment and pledge regulated

16 – Bride dies before groom with common children who do not survive the bride's death: as in Art. 15.

17 – Bride dies before groom with children together: inheritance of dowry and donatio propter nuptias payment to Brandenburg

18 – Groom dies before bride: bride may take up her widow’s dower as regulated above; maintenance of any children regulated; remarriage of the bride and redemption of the widow’s dower with and without children regulated; Improvement of the life estate ceases upon remarriage

19 – Groom dies before bride without joint children: reversion of donatio propter nuptias and dowry

20 – One of the two marriage partners dies after consummation of the marriage but before the monetary payments have been made: the contract must nevertheless be fulfilled

21 – One of the two marriage partners dies before consummation: contract is void

22 – The princely “contracting parties” are free to make provisions for themselves by will, codicil, and donationes mortis causa, provided that the family contracts are not broken

23 – Promise to adhere to the above; execution of the contract in two copies to be signed; the signature of Hedwig Sophie is to be understood only as maternal consent; place; date; signatures

Confessional regulations

8 – The subjects on the dower estate are to be left in peace with their secular and religious freedoms

Regulations on inheritance law

3 – trousseau of the bride regulated; creation of an inventory; renunciation of the bride’s paternal inheritance in the presence of male heirs; maternal inheritance is excluded from the renunciation; the inheritance of the “grandmother’s” inheritance is to be settled with Denmark

4 – after consummation of the marriage, the groom gives the bride a jewel and an annual allowance of 500 Reichstalers as a morning gift; option for the groom to pay the bride 8,000 Reichstalers instead of the annual allowance; inheritance of the 8,000 Reichstaler morning gift regulated

15 – Bride dies before groom without common children: reversion of bride’s trousseau and dowry to Hesse; groom’s lifelong right of use of the dowry; repayment and pledge regulated

16 – Bride dies before groom with common children who do not survive the bride’s death: as in Art. 15.

17 – Bride dies before groom with joint children: inheritance of dowry and donatio propter nuptias to Brandenburg

19 – Groom dies before bride without joint children: reversion of donatio propter nuptias and dowry

External authorities involved

3 – trousseau of the bride regulated; creation of an inventory; renunciation of the bride’s paternal inheritance in the presence of male heirs; maternal inheritance is excluded from renunciation; for the inheritance of the “grandmother’s” inheritance, a comparison with Denmark is to be made

Ratifications, confirmations, approvals

23 – Promise to abide by the above; execution of the contract in two copies to be signed; Hedwig Sophie’s signature is to be understood only as maternal consent; place; date; signatures

Commentary

The original contract is not divided into articles.

References

- **Archive copy:** HStAM, 4 a, 53/29
- **Contract language archive copy:** German

Recommended citation

Dynastische Eheverträge der frühen Neuzeit. Contract No. 138. Philipps University of Marburg. Available online at <https://dynastische-ehevertraege.online.uni-marburg.de/en/vertraege/138.html>.

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