

Marriage contract Nr. 253: Pfalz-Simmern - Hessen

- **Date of contract conclusion:** 1540-12-10
- **Place of contract conclusion:** Kreuznach

Groom

- **Name:** Georg von Pfalz-Simmern
- **GND:** [132969491](#)
- **Year of Birth:** 1518
- **Year of Death:** 1569
- **Dynasty:** Wittelsbach (Pfalz-Simmern)
- **Confession:** lutherisch

Bride

- **Name:** Elisabeth von Hessen
- **GND:** [134247604](#)
- **Year of Birth:** 1503
- **Year of Death:** 1563
- **Dynasty:** Hessen
- **Confession:** lutherisch

Actors for Groom

- **Name:** Johann II. von Pfalz-Simmern
- **GND:** [119047918](#)
- **Dynasty:** Wittelsbach (Pfalz-Simmern)
- **Relationship:** Vater
- **Name:** Georg von Pfalz-Simmern
- **GND:** [132969491](#)
- **Dynasty:** Wittelsbach (Pfalz-Simmern)
- **Relationship:** /

Actors for Bride

- **Name:** Philipp I. von Hessen
- **GND:** [11859382X](#)
- **Dynasty:** Hessen
- **Relationship:** Cousin
- **Name:** Elisabeth von Hessen
- **GND:** [134247604](#)
- **Dynasty:** Hessen
- **Relationship:** /

Pfalz-Simmern

1540-12-10

Contract content

Article 1: Marriage agreed (in honour of God) (2r)

Marriage vows of the bride and groom (2r-2v)

Article 2: In addition to her property from her first marriage to Ludwig II of Palatinate-Zweibrücken (clothes, jewellery, silverware, etc.), either 12,000 guilders as a dowry in cash or 600 guilders annually (one guilder equal to 26 albus) plus 600 guilders from her widow's estate, which is assigned to the offices of Meisenheim and Lichtenberg, into the marriage (2v)

The groom's father promises that he will give the groom a quarter of his principality as a marriage tax by means of a document of donation, which he recently handed over to him; he will ensure that officials and subjects in this area pay homage to him (2v)

In the aforementioned quarter, the groom's father intends to assign the bride's dowry to Birkenfeld Castle and the Birkenfeld district; if Birkenfeld Castle and the Birkenfeld district are not sufficient for this purpose, the shortfall shall be made up from other towns, villages or estates in the groom's quarter (2v-3r)

If the bride takes up residence in Birkenfeld, she shall receive the entire dominion that the groom has acquired through the donation (with the exception of knightly fiefs, land tax, appeals, ecclesiastical fiefs and castle fiefs); irregular revenues (including fishing rights, hunting rights and grazing rights) are excluded from her dower. (3r)

If the groom dies first:

If Birkenfeld Castle is well equipped with household goods and supplies, the bride shall move there to live off her dower; however, the groom's cash and silverware shall go to his heirs. If Birkenfeld Castle is not sufficiently equipped with the aforementioned items for the bride to live there for a year, the groom's father or the groom's heirs shall be obliged to remedy this deficiency (3r-3v)

With regard to the marriage assets contributed by both partners, the following shall apply:

If the groom dies before the bride (regardless of whether there are children), the bride shall, as long as she does not remarry, be able to move into and use the dower in Birkenfeld without hindrance; the officials and subjects of the dower shall swear allegiance to her; she shall receive a dower prescription; the groom's father or the groom's heirs shall protect her in her dower; in this case, she shall be allowed to keep her dowry and property; she shall not be entitled to any further claims or rights to land or inheritance; she shall have nothing to do with any debts of the groom (3v-4r)

If the bride remarries, the groom's father or the groom's heirs shall have the right to deprive her of the 600 guilders of widow's dower, i.e. the widow's estate (Birkenfeld Castle and district); in which case she is obliged to leave the dower; if she also leaves the children born of this marriage, the castle and office of Birkenfeld shall be due to the children as their paternal property; in this case, however, Wolfgang of Palatine-Zweibrücken (son of the bride from her first marriage) shall receive the 600 guilders of widow's dower as well as half of the jewels and silverware that his father and the bride's subjects had given her on the occasion of her wedding journey to Meisenheim; In addition, Wolfgang shall receive everything to which he is entitled as inheritance according to his parents' marriage contract; with regard to the jewels and silverware, the bride shall draw up an inventory before her departure and hand it over to him (4r-4v)

If the groom dies before the bride and there are no children, Wolfgang shall receive his mother's inheritance, including the aforementioned widow's dower; the groom's domain, on the other hand, shall revert to his line (4v-5r)

If the bride dies before the groom (regardless of whether they have children), the 600 guilders of widow's dower and half of the jewels and silverware shall also belong to Wolfgang; the remaining silverware and the 12,000 guilders of dowry, on the other hand, shall remain in the groom's possession and use for the rest of his life; after the groom's death, these shall pass to his children from this marriage and to Wolfgang (in accordance with the order of succession); if there are no children, the inheritance shall pass to Wolfgang and his heirs (5r-5v)

If the groom dies before the bride and Wolfgang has previously paid the bride the 12,000 guilders of dowry from her first marriage, this money shall be reinvested in the bride's name as quickly as possible to the best of knowledge (5v-6r)

Article 3: The bride keep her morning gift from her first marriage (6r)

Promise of the bride and groom to abide by the above articles

If one of the spouses dies before consummation of the marriage: the marriage contract shall become completely invalid and neither party may make any claims in this regard

Sealed by Philip I of Hesse and John II of Palatinate-Simmern; sealed and signed by the bride and groom; additionally sealed by Ruprecht of Palatinate-Veldenz

Regulations on inheritance law

If the bride remarries, the groom's father or the groom's heirs shall have the right to deprive her of the 600 guilders of widow's dower, i.e. the widow's estate (Birkenfeld Castle and district); in which case she is obliged to leave the dower; if she also leaves the children born of this marriage, the castle and office of Birkenfeld shall be due to the children as their paternal property; in this case, however, Wolfgang von Pfalz-Zweibrücken (son of the bride from her first marriage) shall receive the 600 guilders of widow's dower as well as half of the jewels and silverware that his father and the bride's subjects had given her on the occasion of her wedding journey to Meisenheim; In addition, Wolfgang shall receive everything to which he is entitled as inheritance according to his parents' marriage contract; with regard to the jewels and silverware, the bride shall draw up an inventory before her departure and hand it over to him (4r-4v).

If the groom dies before the bride and there are no children, Wolfgang shall receive his mother's inheritance, including the aforementioned widow's dower; the groom's domain, on the other hand, shall revert to his line (4v-5r).

If the bride dies before the groom (regardless of whether they have children), the 600 guilders of widow's dower and half of the jewels and silverware shall also belong to Wolfgang; the remaining silverware and the 12,000 guilders of dowry, on the other hand, shall remain in the groom's possession and use for the rest of his life; after the groom's death, these shall pass to his children from this marriage and to Wolfgang (in accordance with the order of succession); if there are no children, the inheritance shall pass to Wolfgang and his heirs (5r-5v).

External authorities involved

Wolfgang of Pfalz-Zweibrücken (son of the bride from her first marriage, heir apparent)

Ruprecht of Palatinate-Veldenz (sealed the marriage contract)

Ratifications, confirmations, approvals

Sealed by Philip I of Hesse and John II of Palatinate-Simmern; sealed and signed by the bride and groom; additionally sealed by Ruprecht of Palatinate-Veldenz

Text reference to past events

Elisabeth's bridal journey on the occasion of her first marriage to Ludwig II of Palatinate-Zweibrücken (1525)

Commentary

The text is based on a transcript or draft; the whereabouts of the original document are unclear

References

- **Archive copy:** HStAM, Urk. 1, 1836
- **Contract language archive copy:** German
- **Digitized archive copy:** <https://arcinsys.hessen.de/arcinsys/digitalMediaViewer.action?archivalDescriptionId=6089901&selectId=158780678>

Recommended citation

Dynastische Eheverträge der frühen Neuzeit. Contract No. 253. Philipps University of Marburg. Available online at <https://dynastische-ehevertraege.online.uni-marburg.de/en/vertraege/253.html>.

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