

# THE NOTION OF FEMALE PROPERTY

A comparative study of property relationships in the  
Dodecanese and the northern Peloponnese  
(19th - early 20th century)

Sophie Dascalopoulos-Capetanakis

## 1. Introduction

In this article I examine the legal and social dimensions of property rights accorded to women in conformity with the rules of customary law and local practice in two different regions in Greece. A comparison is made between the situation in the Elymbos community on the island of Carpathos, one of the islands of the Dodecanese, and in the community of Sopoto in the Northern Peloponnese.<sup>1</sup>

The research on this subject in both communities comprised not only anthropological fieldwork, interviews and the collection of genealogical data, but also a study of written records on property transactions. This study of the archives concentrated on documents referring to the transfer of family estates, dowry, dowry replacements, partitions, wills, donations, and finally, certain agreements concerning specifically the exchange of real property between spouses. The written documents studied cover the period from 1835 through the first decades of the 20th century.

In the Dodecanese as well as in the Northern Peloponnese the devolution of the estate of the parents to their children is basically 'bilateral', implying that both sons and daughters receive a share of the parents' estate. The woman's share may be granted either as a dowry or as a share in the inheritance. I intend to describe the

---

1 The data presented here are based on field research carried out by the author on the island of Carpathos in the Dodecanese (1975-1980) and in Sopoto in the Northern Peloponnese (1985-1986).

**FEMALE PROPERTY IN 19th AND EARLY 20th CENTURY GREECE**  
Sophie Dascalopoulos-Capetanakis

---

actual ways in which women are accorded their rights to a share in their parents' estate, considering the legal dispositions as well as the various strategies within the family. The differences we observe in individual practices constitute each time a re-interpretation of the woman's 'patrimonial situation' that is given in the statutory or customary law.<sup>2</sup> In order to show the dynamics of individual choices in the devolution of a patrimony, the sequence of property contracts (in a wide sense) over at least three generations should be followed.

In the Dodecanese<sup>3</sup> local customary law with respect to matters of inheritance and matrimonial endowments served as the primary legal framework for every act of patrimonial transfer. A first transcription of this local customary law took place in 1864. In the Northern Peloponnese, on the other hand, devolution matters were settled, during the 19th century, according to the provisions of the Hexabiblos of Armenopoulos,<sup>4</sup> and this continued until the promulgation of the Greek civil code in 1946. These two legal systems of property transfer, though fundamentally different, both grant women the right to a share of their parents' estate. The 'female shares' thus created designate concrete items of property held by women. Thus the term 'property' refers to the rights of possession as well as to the objects possessed.

---

2 A woman's 'patrimonial situation' refers to her position in a network of kinsmen legally entitled to share in transfers of property within the extended family. This position is both conferred and sanctioned by the whole social group we are referring to.

3 The legal situation in Carpathos is considered representative of the Dodecanese in general. That is not to ignore the variations that may exist at the level of each separate island.

4 The Hexabiblos of Armenopoulos, written in 1345, is a compilation of Byzantine laws going back to the Code of Justinian. This compilation was applied by the Patriarch of Constantinople during the period of the Ottoman Empire. After the constitution of the new Greek state, a Royal Decree of 1835 sanctioned and enforced this civil law until 1946. In the Peloponnese there is evidence of use of the Hexabiblos during the whole period between the 14th and the early 20th century.

2. The matrimonial 'destiny' (or vocation) of women:  
the case of the village of Elymbos on Carpathos.

The village of Elymbos occupies the whole of the northern part of the island of Carpathos and is situated at an altitude of approximately 300m. The local economy reaches subsistence level by a combination of agriculture, predominantly wheat and barley, and livestock-breeding. The social organisation underlying this economic system is based on reciprocal prestations between farmers/landowners and herdsmen. The social relationships between those two occupational groups are hierarchic in character. The landowners not only have control over the land but also have the 'power of the word', the right to assume all administrative and religious functions (tasks) in the village. This article is limited to the occupational group of landowners, who possess the most and best of the arable land. Local customary law is concerned with the devolution of this land. The system regulates the reproduction of this social group.

Both occupational groups are endogamous. Among the landowners marriage is strictly uxorilocal and entails a conjugal household of father, mother and children, living under one roof. This ideal family unit is the only one in fact present in Elymbos. According to this ideal, at every generation the unit once formed is replaced by a new one which results from the marriage of the first-born daughter of the house. The house passes from a woman to her first-born daughter as a part of her dowry. The parents and their unmarried children have to move into a new house - which is usually provided by the father - immediately after the wedding ceremony. Only one of the daughters continues to stay in the house where she was born and husbands take up residence in their wives' house.

This marriage pattern implies the celibacy of the younger sisters, who have no right to the house once the eldest sister has married. They become servants and unpaid workers to their first-born sister and their first-born brother. The younger brothers, who are not expected to marry an endowed woman, are socially forced to emigrate.

In this isolated society, which remained relatively unchanged until the first decades of the 20th century, great value is attached to stability and the established order. This reflects itself in a strong lineage

FEMALE PROPERTY IN 19th AND EARLY 20th CENTURY GREECE  
Sophie Dascalopoulos-Capetanakis

---

structure<sup>5</sup> with powerful internal social control. In this context land is considered the most precious good and the greatest precautions are taken when this property is transferred from one generation to the next. The social structure is a reflection of a system of landholding based on three basic principles: the indivisibility of the patrimonial land, the stratifying function of landownership, and the generally predominant position of large landowners. Individual freedom to dispose of one's land is seriously limited by the rules of customary law governing devolution.

Customary law as applied in the Dodecanese requires a strict separation between men's and women's property. This separation affects the devolution of property: male children succeed to their father's property and female children to their mother's. Transfer of parental property to the next generation takes place *inter vivos* at the time of the marriage of the children, in the form of matrimonial endowments for both sons and daughters. The senior generation retires at the moment their children have married. The parents' total inheritance<sup>6</sup> consists of one female and one male share, handed over during the lifetime of the father and mother, whereby the status of the endowed child is in effect that of an heir.

#### 2.1 *Who are the heirs?*

The choice of an heir is based on the rule of primogeniture. The system of inheritance in Carpathos is somewhat exceptional in this respect. It designates not one but two sole heirs to the parental estate, one male heir and one female heir. In Elymbos, in each generation within a family two eldest children are distinguished, the first-born child of each sex. The eldest male child is referred to as

---

5 According to Rivers' definition of 'descent' (Rivers 1915, 1926), which implies the division of a community into distinct social groups (clans, lineage, caste, family), the concept of 'lineage structure' refers to the fact that rank and property are passed on along descent lines. By using the term here, I intend to stress the exclusive and corporate character of these kin groupings.

6 The customary law of inheritance applies only to the transfer of paternal and maternal inherited property; acquired property (rather rare) can be transferred by will.

*protoyios*, the eldest female child as *protocori*.<sup>7</sup> At the social level of the large landowners, these two terms for the first-born of each sex are replaced by the terms *canacaris* and *canacaria*<sup>8</sup> which convey the high social status of those referred to by this name. The fact that the eldest daughter enjoys the same high social status as her eldest brother reflects the system of parallel succession. The nuclear families of *canacarei* possess two clearly distinguished patrimonies:<sup>9</sup> one coming from the father's side and one coming from the mother's side. Because of the principle of status and occupational homogamy<sup>10</sup>

---

7 The terms *protoyios* and *protocori* are derived from *proto*, first, and *yios*, son, or *cori*, daughter, and indicate here the precedence of birth.

8 *Canacaris* (pl. *canacarei*) and *canacaria* (pl. *canacaries*) are qualitative adjectives from the verb *canakevo*, meaning 'to nurse, to coax, to cajole a child'.

9 Each *canacaris* and *canacaria* patrimony is necessarily characterised by leveled fields for wheat and barley crops in all the three rotational arable areas. A large estate rarely exceeds eighty stremmata (a stremma is 1,000 sq. metres). The importance of the wheat crop is such that it determines the *canacarei* status. The same leveled fields must be transmitted intact onto the next generation. The mother's patrimony also includes the ancestral house.

10 According to the principle of homogamy, marriages are arranged within each occupational group and between people who enjoy strictly corresponding status. The latter restriction refers to the economic differentiation which exists in each occupational group. Thus, we can distinguish two categories in the group owning agricultural land. The first category is the large landholding group. This group is further divided into a 'first' and 'second' class. A 'first class' *canacaria* must be married to a 'first class' *canacaris*.

The second category consists of middle and small landholding farmers. Within this category there are also economic differences, but they do not signify hierarchical differences as they do in the *canacarei* group. Thus the rule of homogamy is not important within this group. In this middle and small landowning group, marriage with a herdsman's daughter is permitted to the younger sons. There is, however, an avoidance of such a mixed marriage in the case of the first-born or *protoyios*.

After 1920 there occurred a change in local marriage organization due to the return of the first emigrants. The younger sons of *canacarei* families and middle landowners had been the most interested in emigrating since they were by custom excluded from the paternal and maternal inheritance. When they returned to the island

FEMALE PROPERTY IN 19th AND EARLY 20th CENTURY GREECE  
Sophie Dascalopoulos-Capetanakis

---

these two inherited estates, the paternal and the maternal, are generally equivalent.

The designation of the eldest children as heirs appears to be closely linked to a name-giving practice. The *canacaris* is named after his paternal grandfather and the *canacaria* after her maternal grandmother. The basic intention of this name-giving practice is to sanction the choice of the two heirs. The passing on of names occurs in the two direct lines of unilineal descent, so that men and women of alternating generations are linked. This identification serves as an ideological support for the eldest son and daughter as the sole heirs and for the consequent disinheritance of the younger children. The father's father and the mother's mother are considered to live again in the person of a grandson and granddaughter bearing their personal names. Thus the two first-born do not really inherit the property and succeed to the social status of the parent of the same sex but receive the rights and prerogatives of the ascendant of the same sex in the second generation. The father and mother are reduced to the role of intermediaries, who do not themselves transfer the property of the estate but merely 'mediate' it through their own generation. Since property rights are transferred *inter vivos*, members of the older generation, having transferred the property to the succeeding generation, are eliminated as property holders. In this sense, the institution of the heir is founded on the unity formed by the name, the sex and the landed property, which means that the two descent lines are perpetuated by being socially eponymous and determined by gender and associated with an ancestral patrimony which assumes the name and the gender of the corresponding line. It is affiliation to a certain eponymous line determined by gender which constitutes the foundation of an exclusive right to land. While in terms of kinship structure this principle of sex affiliation<sup>11</sup> implies the segregation of

---

they introduced a money economy which contrasted with the pastoral and agricultural rural economy based on reciprocal prestations. This change, which has precipitated the devaluation of land, has also led to intermarriage between the returned emigrants and the *canacaries* of both the 'first' and 'second' classes.

<sup>11</sup> The term 'sex affiliation' has been introduced by F.E. Williams (1932). It refers to the correlation between the principle whereby alternate generations are assimilated and the attribution of differential statuses to the siblings, that results in the emergence of two parallel descent lines determined by gender. The notion of 'sex affiliation' is distinct from that of 'parallel descent', because sex affiliation does not necessarily imply the formation of unilineal

male and female property within the family, on the interfamilial level the first-borns of the two sexes join in marriage in order to maintain their social power and guarantee the reproduction of the group of *canacarei*.

This mode of devolution of the estate entails a perpetual fiduciary substitution that precludes a free disposition by successive heirs of the patrimonial estate. In every generation the grandchild succeeding his grandparent is not only called to the inheritance but at the same time charged with the obligation to pass this inheritance on to the next in line, in whose person the precedent donor is thought to live again. The initiation and the automatic renewal of the substitution are ensured by successive marriage contracts; each new contract is an exact copy of the last one. Thus a man or a woman holds land and uses it, but it belongs to the descent line in which it is vested. This is essentially a system of usufruct. It is interesting to note the ideal equivalence between the two parts (the two halves) in the ambi-lateral inheritance pattern. The two patrimonial lines ('lignées patrimoniales': P. Lamaison 1977) which are perpetuated in parallel are legally and socially equivalent. The inheritance is passed to males as well as to females but there is no splitting up of a joint estate, the devolution proceeding in accordance with an already existing division.

Male property is subject to the same restrictions as female property: the *canacaris* must pass on the patrimony to his eldest son on the latter's marriage. He can to some extent extend his own privileged situation by postponing his successor's marriage. This may partly explain the difference in age of marriage between boys and girls; in general boys must have reached the age of 25, while girls get married between the ages of 16 and 20. The precariousness of the *canacaris'* rights is compensated by the functions he may assume in the administration of the village.

A woman is the owner of her dowry but she does not have control of it. Her husband has control over her nuptial contribution during marriage, both with respect to its administration as well as in the

---

descent groups. In Carpathos, lineage organization is never fully achieved: when we speak of descent lines, male and female, we are only referring to the ownership and the transmission of property rights; there are no corporate unilineal descent groups. For all purposes other than devolution of land, descent is of the cognatic type based on the equal recognition of kin ties on both sides.

FEMALE PROPERTY IN 19th AND EARLY 20th CENTURY GREECE  
Sophie Dascalopoulos-Capetanakis

---

disposal of its benefits. In comparison with the social prerogatives of the *canacaris*, only the fact that marriage is uxorilocal can be considered an advantage of the woman's position. The impact of such a rule of residence for the position of both men and women cannot be dealt with in all its consequences here, but will be considered only in regard to the moment of the property transfer. A *canacaris*' marriage marks the passage from a matrilocal residence to an uxorilocal one while the *canacaria* remains on the same 'locus' from her birth until the marriage of her first-born daughter. This has two consequences: first, it entails the instability of male lines within the community and secondly, it means that only female houses are responsible for the reproduction of both male and female patrimonial lines. The villagers themselves seem to accept the social impact of this principle of 'gynecostatism' (Meillassoux 1975) and they phrase it in the following terms: 'the *canacaris* must take off his shoes to enter the *canacaria*'s palace', and, 'when the first girl is born, the father's chest containing his trousseau is step by step pulled out from under the *sofa*'<sup>12</sup>.

Once the marriage of the first-born daughter takes place and there is a transmission of the house, the mother/mediator is considered dismissed from her productive and reproductive functions. The new *canacaria* becomes the sole representative of her female patrimonial line. On the other hand, leaving the female house does not affect the social status of the father and his own successor. Basically the difference lies in the fact that a woman, upon the marriage of her *protocori*, loses her high status to her daughter and moves to a lower-valued male house. Male status, however, remains constant before and after the marriage of the *protocori*. The stability of the female line in space contrasts with the instability of female status. By contrast, male instability in space is a given, but a man's change during his lifetime from matrilocal to uxorilocal and finally to patrilocal residence does not effect his status.

Since the first-born daughter's marriage is destructive of the residential and commensal unit once formed, parents with young and unmarried children are compelled to establish a new household. If the first-born son has not yet married the new household is economically based on the father's male patrimony as well as on the usufruct of the goods called *yerondomiri*, which the mother reserves from her patrimony as a provision for old age. This may be a plot of land, a windmill, etc. The father will make a similar arrangement at his

---

12 *Sofa*: storage room under the sleeping platform in the house.



son's marriage. All these reservations are included in the clauses of the marriage contract (in the contract the inventory of the woman's dowry precedes that of the man's goods). At the death of individual parents the goods brought into the new household will be separately restored to the patrimonies - male and female - from which they derive. The marriage contract also provides for the younger siblings of the *canacaris* and *canacaria*. This allocation (which is of minimal value) to the younger children is not made primarily in order to clinch the transmission but, chiefly, in order to eliminate them from the new commensal unit. Neither the siblings of the *canacaris* nor those of the *canacaria* have any further right to share the usufruct of the two transmitted estates.

### 3. The supposedly egalitarian multiplication of inheritance shares; the case of Sopoto (Peloponnese)<sup>13</sup>

In contrast with the preferential legacies for first-born male and female children provided for in customary law in the Dodecanese are the egalitarian aspirations of the inheritance rules of the Hexabiblos.

In the mountain village of Sopoto<sup>14</sup> in the region of Calavryta (department of Aroania) every domestic group combines cultivation of cereals and livestock-breeding. According to the degree of specialisation in one or the other of these two economic activities and of the production level, production units at the household level can be defined as agricultural or pastoral. Residence in marriage is patrilocal for a man, virilocal for a woman, which permits the constitution of joint family households including two or three nuclear families (conjugal units), plus the unmarried children of the initial couple. The parents' nuclear family maintains control over the joint household.

The spatial organization of this joint household is flexible and transient. Each son who marries has at his disposal one room of the house, his 'place', where he lives with his family, where they cook

---

13 Fieldwork in Sopoto was carried out in the context of the research program on Family in Greece (1985-87) of the Research Center for Greek Society at the Academy of Athens.

14 Between 1856 and 1907 the population of Sopoto (chief town of the ex-municipality of Aroania and seat of the notary) constantly declined, finally amounting to only 653 inhabitants. During the same period the population of the village of Elymbos had almost doubled.

FEMALE PROPERTY IN 19th AND EARLY 20th CENTURY GREECE  
Sophie Dascalopoulos-Capetanakis

---

and where they eat. Formerly, even if there was only one room for the whole household, a separate division would be made with drapery for the newlyweds.

Exceptions to the above-mentioned norms frequently occur, as many men - especially younger sons - in fact live with their wife's family as son-in-law. A relatively short time following the son's marriage, if people find themselves economically capable, a neolocal residence may be set up for the new couple. The father then assigns to his newly-married son one part of his share in the inheritance in currency so that he can build a new house on an adjoining building site or, what is more customary, one or two rooms next to the paternal house with a partition wall. Usually the youngest son remains with his aging parents. He will maintain the patrilocal residency even after the death of his father and may buy out the share of a brother who is in need of money for the construction of a new residence.

A final division of the parental house among the brothers takes place after the father's death. 'Cutting' the house into equal portions is the simplest way to split it up: each portion consists of living quarters on the first floor, storerooms on the ground floor and a basement. After the division has taken place, each brother makes his own extensions according to the needs of his family.

Daughters do not have a right to a share in their father's house once they are married and have signed a renunciation clause in their dowry contract. If such a clause has not been included in the contract they, together with their unmarried sisters, may claim their share. In principle, all the children of both sexes have a right to the family patrimony: 'What the sons receive, the daughters receive as well, unless there is an individual contract.' The practice of making individual contracts<sup>15</sup> leaves some latitude for actual strategies within the family. Therefore a study of actual deeds of transfer may lead to an understanding of the real tendencies prevailing in practice.

---

15 Individual contracts are those concerning dowry for daughters and the marital donation for sons who are leaving the parental household. In both cases the father's (or mother's) final testament is in addition to these contracts.

### 3.1 *The parental transfers: dowry and inheritance*

In general, the patrimonial estate is transmitted to daughters in the form of dowry and to sons in the form of inheritance. Another form of transfer *inter vivos* is the individual contract with a man upon his marriage, if he is going to live with his wife's family: the departing son is given an allocation of moveable property - not land - and is thereby excluded from subsequent inheritance. Land passes exclusively to the co-resident son(s).

Our discussion here will focus on the dowry system. The dowry consists of clothing and linen, household goods, fields and even vineyards, money and livestock (goats and sheep). The total value of the dowry is estimated in cash and to this amount is added the *propter nuptias* donation (always given in money) offered by the bridegroom to the bride. When the dowry is handed over at the signing of the marriage contract, the future bridegroom declares in the same contract that he renounces any future claim to inherit from his parents-in-law. The obligation to settle a dowry on a woman rests with her father and passes after his death to his sons/heirs. The mother is not obliged to endow her daughter, except when neither the father nor the sons has the means to do so.

If the dowry is not handed over at the time of the marriage contract, the father of the woman grants his future son-in-law the right to take out a mortgage on any item of his real estate property until the dowry he owes him has been paid. The bridegroom accepts the dowry and makes the donation *propter nuptias* with his father's consent. The future husband is not yet in possession of any personal property (land or goods), since the division and devolution of the paternal patrimony does not precede marriage. Thus the dowry goes in fact to the bridegroom's father who, being the administrator of the family estate, can dispose of the cash and of a part of the movable property from the dowry of his daughter-in-law to constitute the dowry for one of his own daughters. However, if he does this, he should assign a specific part of his patrimonial real property as security for the money and livestock of his daughter-in-law. The land thus assigned usually is the inheritance share of the daughter who is to be married off.

Two points should be stressed. First, a woman is always considered the owner of her dowry. Her husband cannot, for instance, transfer the dowry goods to his descendants without his wife's consent, because 'he is not the owner'. But nevertheless, the wife does not have the right to administer her property. Secondly, as a consequence

of the constitution of the domestic group, the administration of the dowry devolves upon a woman's father-in-law.

The marriage contract specifies that the dowry constitutes the woman's 'patri-maternal share' and includes a renunciation by the future son-in-law (and sometimes the daughter) of any further right to inherit. The dowry is thus considered a *pre-mortem* inheritance in favor of the woman even if the term 'share' does not necessarily refer to a division in equal parts. The expression 'patri-maternal share' does not necessarily imply that the dowry was constituted from parts of both the paternal and the maternal estates. This is only true if the mother joins her husband in entering a dowry contract. In all other cases the expression refers merely to the fact that the estates of a man and his wife (as donors) are considered joint property as far as this transmission is concerned.<sup>16</sup> Whether or not the dowry goods of the mother are included in the dowry contract of her daughter, the reference to the maternal share is sufficient to exclude the daughter from both parents' inheritance.

### 3.2 Dowry and the donation *propter nuptias*

In order to complete this study of dowry, I now return to an examination of the donation *propter nuptias*: a gift to the bride on the occasion of the marriage. The donation is made either by the bridegroom himself, if he is economically independent, or by the bridegroom with his father's consent. The second case occurs most frequently, in accordance with the way patri/virilocal marriages take place.

The donation *propter nuptias* is reflected in all marriage contracts of the period between 1835 and 1890 and consists particularly of money and only rarely of real property (houses or land). After 1870 the total amount of the donation rises noticeably, amounting sometimes to half of the total amount of the dowry. The contracts clearly stipulate that the donation is a 'non-deductible part' of the dowry, so that it is to be counted in with the rest of the dowry in case of restitution. The donation *propter nuptias* is thus in fact an addition to the dowry, an act of liberality in money, that does not seem to be directly linked to the material provisions for a woman after the

---

16 At the death of the individual spouses the estates brought into marriage by a man and his wife are separately passed on to their descendants.

death of her husband. The study of certain marriage contracts, and of the wills that followed later, has permitted us to establish that the existence of the donation *propter nuptias* in the contracts does not replace or exclude the allowance granted by a husband to his wife after his death. Such an allowance to a widow may consist of usufruct in a part of his estate or the obligation of his heirs to provide for her in old age. There is no reference in these wills either to the woman's dowry or to the donation.

Looking at the donation from the point of view of the woman's family it may be considered as a kind of counter-gift from the bridegroom's family to the bride's family in return for the dowry the groom's family is about to receive and exploit. In accordance with this view the contracts provide that in case of restitution, the donation accompanies the dowry, 'to compensate the woman's family'. However, as restitution to the donor is so seldom required,<sup>17</sup> it is clear that the role of this donation should be examined from the point of view of the husband and his domestic group.

It is essential to keep in mind that the donation is invested with the qualities of the dowry goods. The full significance of this link can only be understood when it is considered in relation to another category of contracts, those for 'replacement' of the dowry (*antipri-codotiria*), the study of which permits us to follow diachronically the 'fate' of the woman's estate. According to the legal practice of replacement, the dowry goods that have been consumed for the needs of the husband (especially movables and in particular money, jewellery, clothing, cattle etc.) are, in a deed that is passed later, replaced by real estate (houses and/or fields, vines, etc.) from the husband's own patrimony. It also happens that the husband deducts in replacement, his share in the undivided patrimony belonging to his family of origin. In general, replacement takes place many years after the marriage and the consumption of the dowry goods. Complementary research shows, moreover, that in many cases replacement takes place in direct connection with the oncoming marriage of a daughter. If we keep in mind the fact that the replacement contract precedes a marriage and the customary rule exempting the mother from any obligation to settle a dowry on her

---

<sup>17</sup> Restitution of the dowry is only demanded by the donor (or in the event of his death by the donor's kin) in case of the death of a childless woman. In every other case the husband remains the administrator of his wife's property until the maturity of their children. Over the period examined there was no mention of divorce.

FEMALE PROPERTY IN 19th AND EARLY 20th CENTURY GREECE  
Sophie Dascalopoulos-Capetanakis

---

daughters, we can appreciate that these practices permit the parents to keep certain goods in hand, which means that these goods are not negotiable since the future son-in-law cannot claim them from his future mother-in-law. This enables the parents to postpone the disposition of goods and to decide which part of their immovable property should be barred from transmission.

With a view to the 'reconstitution' of the dowry goods - which are imperishable and inalienable - the donation *propter nuptias*, incorporated in the dowry, increases the total investment. The donation *propter nuptias* comes from the husband - and, by extension, from his paternal household - and the husband is allowed to exploit it during his lifetime.

The setting-up after marriage is financed from two distinct sources, donation and dowry, which might seem to indicate a strict separation between the estates of the spouses. The donation's incorporation in the dowry, an incorporation which implies automatically its exploitation by the husband should the occasion arise, should also be noted. The possibilities for manipulation left to the donors (husband and father-in-law) deprive the donation *propter nuptias* of any function in the way of a provision for the future needs of the woman, which means that the donation *propter nuptias* cannot be compared to a dower. For the same reason, it should not be considered as an indirect dowry (transfer from husband to wife) in the sense Goody uses this term (Goody 1983) since the donation *propter nuptias* is apparently associated with the movement of a man's patrimony.

The following pattern emerges:

- 1 nuptial contribution of the woman plus donation of the husband, the two taken together as dowry; and
- 2 total or partial consumption of the dowry; leading to
- 3 replacement of the consumed goods with selective reservation of certain 'male goods'.<sup>18</sup>

In order to complete this pattern it must be related to the modes of dividing the parental estate. The final devolution of the family property takes the following forms:

---

<sup>18</sup> I have put the term 'male goods' - coming from a man's patrimony - in quotation marks here so as not to confuse its use here with the use in the Dodecanese.

- The paternal estate can be passed on by will. It is often stipulated that this does not include the maternal estate because the husband is not in possession of this estate and consequently cannot dispose of it.
- The paternal estate can be distributed *pre-mortem* by the ascendant himself on the condition that his heirs pay him annually a percentage corresponding to the received share for his maintenance and that of his wife. In case of the death of the father *ab intestat*, the division is executed by mutual agreement between the co-heirs and, more rarely, by the drawing of lots.
- A maternal estate can be bequeathed by donation *mortis causa* (in which case the ownership and the possession come to the donee after the donor's death) or the estate can be shared *ab intestat* after her death. The first possibility is mainly associated with childless women and preferential legacies to collateral kin.

In the majority of documents the father appoints as his heir<sup>19</sup> the son (or sons) who at the moment of the drawing up of the will continue to reside with him (patrilocally) after marriage. When there is more than one heir - and in general there are two - the testator passes on to them part of his real and movable property as an indivisible inheritance, with the justification that 'these goods go undivided so as not to disperse the home'. Such disposition constitutes an attempt to exercise control over the future composition of the household and to preserve intact, even if only temporarily, a part of the patrimonial estate. The son or sons who stay on in their father's house as principal heirs have the right to buy out the others entitled to share in the inheritance of the paternal house by paying them a relatively low compensation.

In the case of devolution *ab intestat*, it is important to observe that the mother's inheritance is subject to the same conditions as the father's inheritance, that is to say, that daughters who have already received a dowry and sons who are already settled uxorilocally as sons-in-law, are excluded. Thus, those who have a right to the inheritance are sons installed in patrilocal or neolocal residence and

---

<sup>19</sup> We must differentiate the heir whom the father stipulates in his will from the rest of his children, who can participate in the paternal inheritance as rightful claimants. The will includes an inventory of the goods transmitted to the heir (or heirs) as well as of the goods transmitted to the other sons and daughters.

daughters not yet married. In practice, however, the other brothers who are joint heirs renounce their claims in favor of the brother (the principal heir) who, by remaining in the patrilocal residence, has assumed responsibility for the maintenance of the retired parents.

It will be evident that the combination of these three instruments: the dowry contract including the donation *propter nuptias*, the replacement contract and the will, leads in every generation to the organisation of a centralised family fund transferred selectively to one or two of the male children of the family. Particularly interesting is the fact that in connection with the reassembling of a greater part of the family property around the paternal house in every successive generation, the argument used concerns the qualities of the dowry property. The role of dowry appears to be twofold. On the one hand, it provides for the needs of a woman after the death of her husband - which is its conventional function, although the situation does not occur very frequently in everyday life. On the other hand, it permits and realises the tendency for the preservation of part of the immovable property of the estate (mainly paternal) in possession of the heir residing patrilocally. Most importantly, this tendency is realised with as little use as possible of paternal resort to preferential legacies that are contrary to the applicable legal principles as well as to social conscience.

Finally, we should return to the time of the endowment in order to make some additional remarks which assist in understanding better the question of the woman's dowry. If we examine this from the perspective of a man and his father, we realise that the donation *propter nuptias* and subsequently the contract for the replacement of the dowry should be considered and explained in relation to the developmental cycle of the husband's paternal household. With regard to the second contract, in particular, it is important to consider the economic prospects of the family at the time: that is, whether the replacement is made before or after the dissolution of the joint family household from which the husband originates. If this contract is made while the father is still alive, this implies that the latter, as administrator of the family property, has already started constituting the inheritance portion of the son concerned through the dowry of his daughter-in-law. Similarly, the locally-practiced custom of the nuptial donation responds to this same desire for manipulation, particularly as its amount is directly proportional to the amount of the dowry.

Conversely, if the replacement of the consumed dowry takes place after the dissolution of the multiple household, it may be concluded



that the family strategy is aimed at the concentration of a part of the patrimonial estate in the hands of one or two sole heirs, so as to prevent excessive fragmentation of landholdings.

Considering the dowry as 'female property', it makes no difference at which moment the replacement takes place. The dowry and its legal qualities are recuperated and manipulated either by the father-in-law of a woman or by her husband. It is obvious that a woman is in practice deprived of every right of disposal of her dowry goods. In the Dodecanese this elimination of women appears to be almost automatic since it is customarily recognized that the woman as a *canacaria* receives only the temporary use of the female eponymous patrimony vested in her descent line. Furthermore, she is not able to regulate or to negotiate the disposal of this patrimony since the successor is determined by customary regulation; and she is obliged to transmit the property intact and unchanged to the next generation. Under these conditions, she is deprived of the essential rights of property: possession, disposal and use (its use being in the care of her husband). In the case of the Northern Peloponnese the elimination of women's rights to dispose of property is realized despite the basic legal principle of equality in the Hexabiblos.

#### 4. Conclusion

Through the analysis of two cases of ambilateral devolution practices, we have tried to re-define the concept of property rights accorded to women and to indicate the limits that exist with respect to exercising these rights. Although the legal principle (Peloponnese) as well as the customary principle (Dodecanese) appear on their face to ensure a woman's right to a share in the devolution of the family property, in actual practice the property rights a woman acquires in the form of dowry are largely subordinated to and incorporated in the (male) strategy of maintaining the family property intact from one generation to the next. It is not the exclusion of women from inheritance that differentiates brothers and sisters but the fact that women in their position as wives and mothers are not allowed to exercise their rights to the property they received at marriage.

#### REFERENCES

DASCALOPOULOS-CAPETANAKIS, S.

1979 *Parenté et organisation sociale à Elymbos de Carpathos*.  
Thèse, E.H.E.S.S., Paris.

FEMALE PROPERTY IN 19th AND EARLY 20th CENTURY GREECE  
Sophie Dascalopoulos-Capetanakis

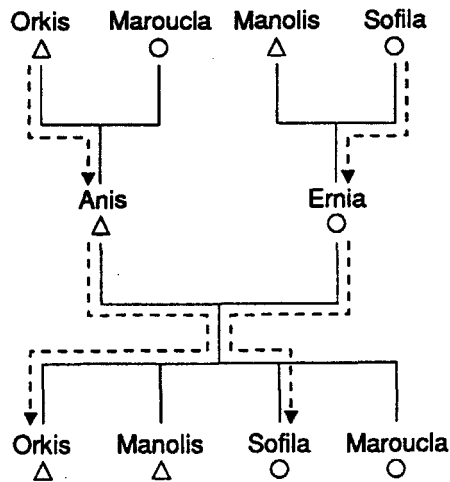
---

- 1986 'Mode de résidence, dot, héritage différentiations par sexe.' *Proceedings of the Symposium on Horizons of Current Anthropological Research in Greece*. Mytilène
- GOODY, J.  
1983 *The Development of the Family and Marriage in Europe*. Cambridge: Cambridge University Press.  
1985 *L'Evolution de la famille et du mariage en Europe*. Paris: Armand Colin.
- LAMAISON, P.  
1977 *Parenté, patrimoine et stratégies matrimoniales sur ordinateur*. Thèse, Université René Descartes, Paris V.
- LASLETT, P. (ed.)  
1972 *Household and Family in Past Time*. Cambridge: Cambridge University Press.
- MEILLASSOUX, C.  
1975/1977 *Femmes greniers et capitaux*. Paris: François Maspéro.
- PITSAKIS, C. (ed.)  
1971 *Manuel des lois ou l'Hexabible d'Armenopoulos, édition critique du texte original en grec*. Athens: Dodoni.
- RIVERS, W.H.R.  
1915 'Mother Right.' *Encyclopedia of Religion and Ethics*, vol. 8, col. 851a.  
1926 *Social Organization*. New York.
- WILLIAMS, F.E.  
1932 'Sex affiliation and its implications.' *Journal of the Royal Anthropological Institute* 62: 51-81.

APPENDIX I: DEVOLUTION OF PROPERTY

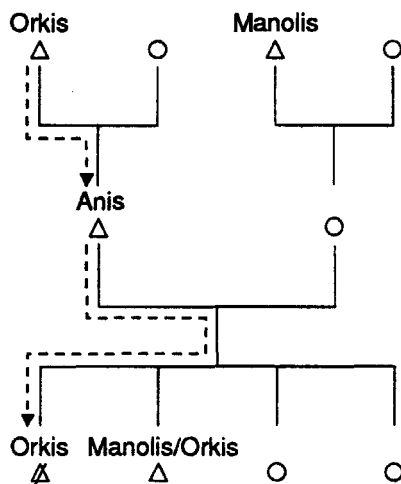
1. Carpathos: Norms and deviations concerning transmission of the family name and inherited property.

Figure 1: Normal transmission.



When the first-born son dies before marriage, three sub-patterns of transmission are customarily acceptable.

Figure 2a: *Manolis receives the name of his deceased elder brother Orkis and becomes the socially-accepted heir (19th century).*



FEMALE PROPERTY IN 19th AND EARLY 20th CENTURY GREECE  
Sophie Dascalopoulos-Capetanakis

Figure 2b: In the succeeding generations (early 20th century) the name Manolis is eliminated because it is not associated with the descent line of Orkis-Anis.

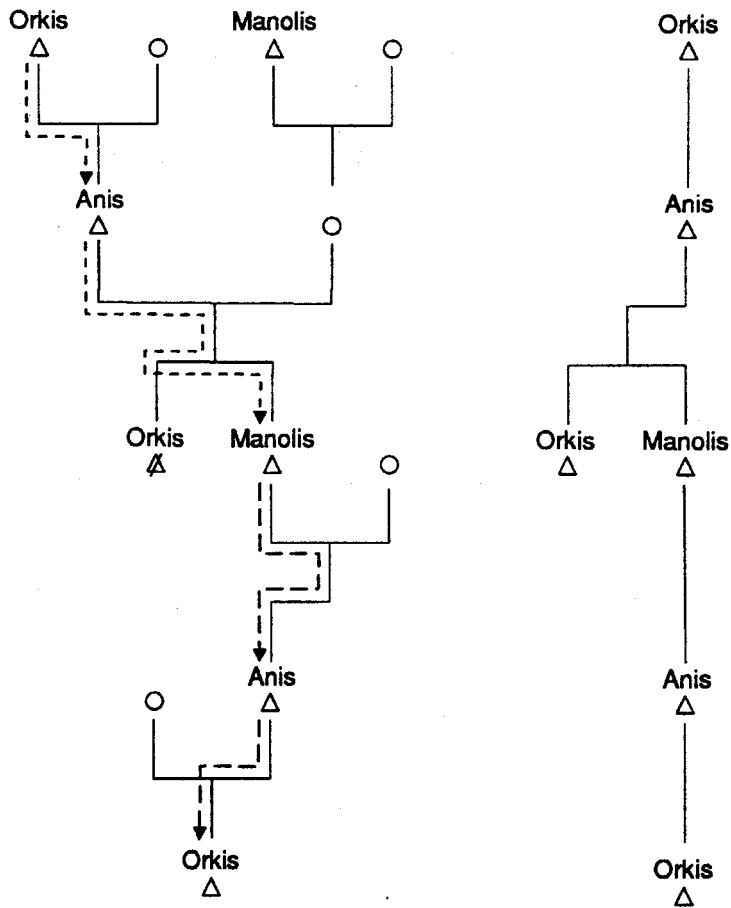
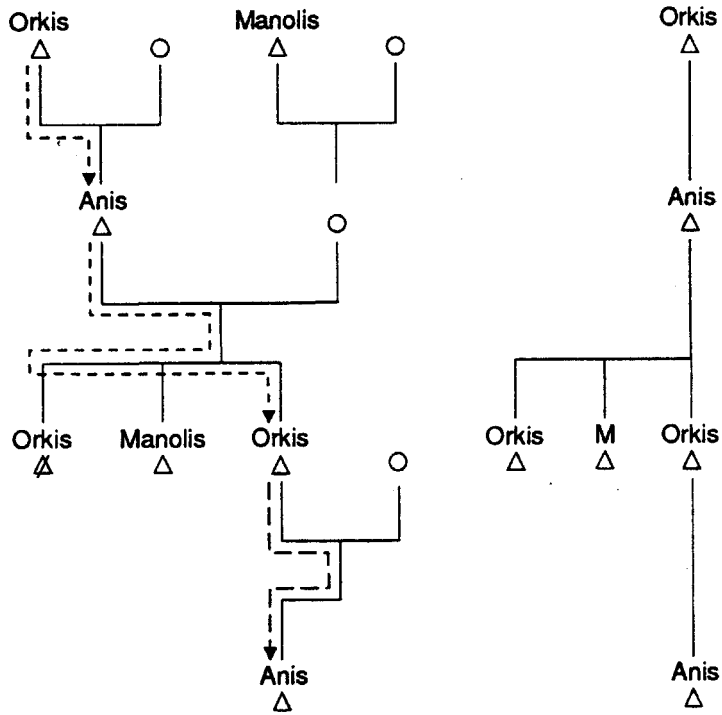


Figure 2c: When a third son is born after the death of the first-born son Orkis, this son receives the name of the deceased and becomes the socially-accepted heir.



FEMALE PROPERTY IN 19th AND EARLY 20th CENTURY GREECE  
 Sophie Dascalopoulos-Capetanakis

In the case of a unique male or female child, both the male and female lines pass through the single child.

Figure 3a: The case of a unique male child

Orkis, who receives the male and female patrimonies is called *diplocanacaris* (double-*canacaris*). In the next generation three *canacarei* emerge. Orkis, as father, is obliged to transmit his mother's patrimony to his second-born daughter because the eldest must be the heiress of her mother's mother.

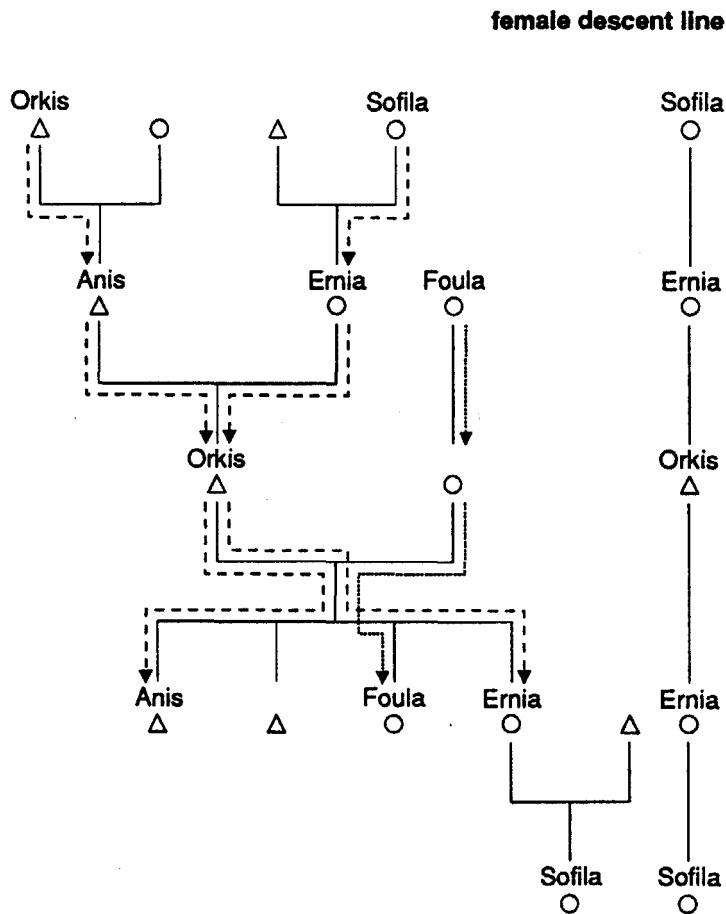
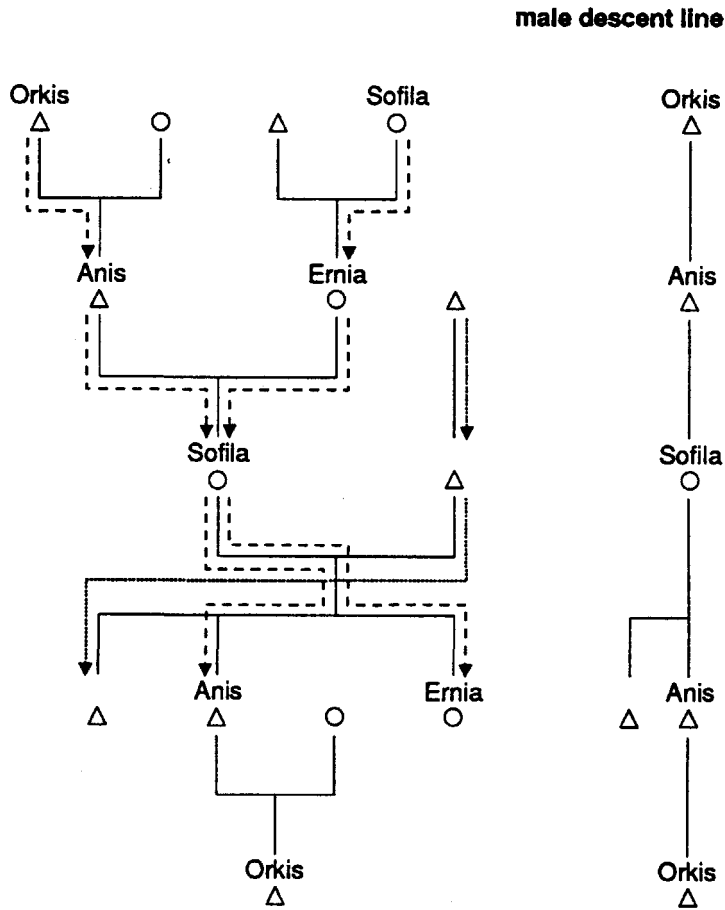


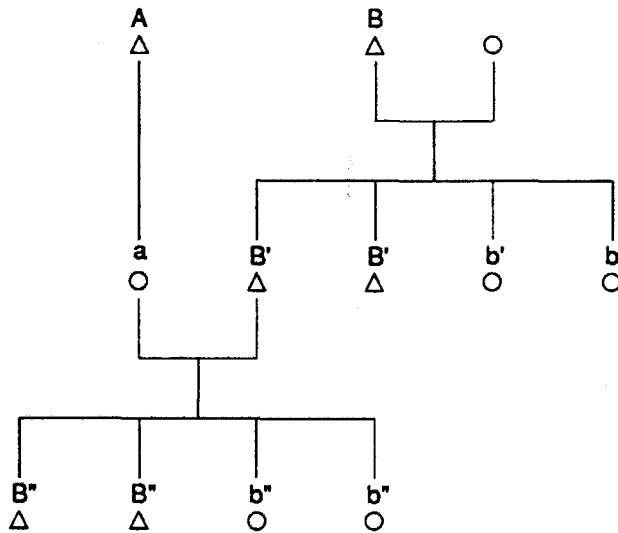
Figure 3b: The case of a unique female child

Sofila is a *diplocanacaria*. In the next generation there are also three *canacarei*, one female and two male.



2. Sopoto (Pelopponese)

Figure 4: Normal transmission



Property transfers:

- B to his daughter b': dowry
- B's son B' to his daughter b'': dowry
- B to his son B': inheritance
- A to his daughter a: dowry
- B via his son B' to his daughter-in-law a: donation *propter nuptias*
- a to her son B'': inheritance



## APPENDIX II: SAMPLES OF MARRIAGE CONTRACTS

### 1. Marriage Contract from Carpathos.

Translated from the original as published in M.-G. Michailides-Nouaros, *Nomica ethima tis nisou Carpathou tis Dodecanisou* [Legal Customs of Carpathos in the Dodecanese], Athens, 1926. pp.148-150.

In the name of the Father and the Son and Holy Spirit, in a good and blessed time, I Protopapas son of Diako [deacon] Georgis, form a marriage alliance with Hatzi Mina son of Papa [priest] Georgis and take his son by the name Hatzi Georgis [as a spouse] to my legitimate daughter by the name Fotini, first of all I give her my blessing as well as our parents', second I give complete bedding accessories, a multi-coloured embroidered quilt, the house as it stands, a pair of gold jewelry [that hang from the head scarf to the shoulders], a chain for the head [gold jewelry worn on the forehead], a wreath for the head, two head needles [jewelry that holds the scarf to the head], a golden brooch worn on the chest, a braided golden chain worn on the chest, a necklace [golden piece of jewelry in the shape of a branch], another [...] necklace [...], a chain and cross, three silk headscarfs possibly from Talani of Mikro Asia, two with branches and one with a strap, 4 long shirts, two of silk and two *milates* and *spertounates* [type of weaving], 6 kerchiefs, 2 belts, one *parparestico* [silk belt from Barbaria in Africa] and one gold, one coat, one golden pair of cuffs, 6 bed sheets, 16 scarfs [embroidered covering for bed pilasters], 10 pillows, the three of silk, and the exterior of the house is hers as well as the smaller separate house [next to the main one, for daily use by the family, that probably includes a kitchen], and the oven. Her vineyard at Lakia, the part that is enclosed within the walls, under the condition that I may keep two olive trees wilst I live and again they be hers and the water of her vineyard, her vineyard at Paraskes that we keep the both of us [mother and father] while we live and again it is hers, her vineyard at Saint Barbara as it stands with its water, my brother is to have water to use as my marriage contract designates, the field at Misargou where lies that of the granddaughter of Conomou, the field at Valaneses, another field near it, there, where lies that of Sofilas daughter of Papa Nicolo. The field at Caalaines, with the purchase from Marouclas daughter of Nicolo, the field at Liaoulia, the field at Lacon, the field at Nidrin, another field where lies that of Mihali son of Diacos the son of Calis [f], under the condition that I keep it wilst I live and again it is hers. The field at Eurous, the field at Hohlacari where lies that of Gianis son of Calis, the *kiaca*

FEMALE PROPERTY IN 19th AND EARLY 20th CENTURY GREECE  
Sophie Dascalopoulos-Capetanakis

---

[small strip of land] at Prasonisi, next to that of Economou from Piles. The *kidi* [small strip of land] at upper Melissa next to that of Mina son of the widow's daughter. The *kidi* at the old cheese-maker's station near to that of Costi son of Diako Nicola. 2 chests, 8 small two-handled frying-pans of copper, one small low table, 2 round pans, 2 pots, the share in the Holy Mother's chapel [chapels in Carpathos were privately owned by a certain number of families], the share in Saint Simon's chapel, the share in Saint Barbara, the share in Saint Filimona, the share in Saint Panteleimona, the share in the Holy Cross. One ox, one mare, the small one. We give them 25 bushels of wheat and 25 bushels of barley, 4 earthenware jars for wine, we give also to our son-in-law as *gabrikio* [donation *propter nuptias*] 350 piastres and my blessing as well as that of our parents.

Further, I Hatzi Minas give my son my blessing and that of our parents, his clothing, the *parparestico* gold belt, another belt of silk, one pair of felt breeches, one short overcoat of felt, one short vest, 6 silken undershirts, 12 long underwear, one silver knife, the vineyard at Drakin just as it is enclosed by its wall, but under the condition that I keep it as long as I live, and again it is his, the vineyard at Elotha with its water, as it is designated in the marriage contract of my grandfather, another plot of land further up from the vineyard. The fields at Apopantin as they are enclosed by their walls, the field at Rous[i]jan with the threshing floor [...] the exterior up to the church under the condition that I keep it under my dominion as long as I live and again it is his. The fields at Eurous with the stables and with the threshing floor and the plot of land at Niaki the lower one, to be the road that he may pass through, the stable at Afiartin with the courtyard and the threshing floor, with two ruins that I have bought from Fragouli and the other from the widow's daughter. The field at Vatha, the *kiaca* at Lakouma near [the field] of Hatzi Fotous, the field in Praemis plain, the field at Upper Melissa next to Manolis the son of Protopapas, the plain at Roussa, next to [the field] Sofilas [f] daughter of Michalis, the courtyard of Rousa which is a place where shepherds gather, the share in the Holy Mother [chapel] with his seat [throne] and his pew, the share at Apopantin [chapel], the share in Eleousa [chapel] including its animals, the share in the Holy Cross, one ox, one mule, one trunk, 3 clay jugs for wine, 25 bushels of wheat and 25 bushels of barley,

one quilt, one handmade rug, and five hundred piastres, and one mule and my blessing as well as that of my parents.

1825 October 12

I gave the above-mentioned with my blessing, Protopapas  
I give with my blessing, Hatzi Minas  
Diaco Fanourios witness present  
Diaco Leos Protonotarios witness present  
Diaco Nicolas son of Yiannis witness present  
Georgis Saitis witness present  
Hatzi Leos Ioanis witness  
Diaco Manolis ... present  
The son of Diaco Georgis present  
Reader present  
Polichronis son of Hatzi present  
Diaco Georgis Nouaros I record and witness

[more recent addition]

I Protopapas, promise, to my spouse Papadia [priest's wife] that, concerning the vineyard that we keep, the both of us, as *gerodomiri* [property that is kept by the parents, after the transfer of the dowry to the first-born children, until their death] at Paraskies, I will keep it under my dominion until we marry off our granddaughter Kirania, and after her marriage it will remain under the dominion of my spouse Papadia to deal with as she wills and desires. I myself witness,

1838 September 26

Protopapas  
G. Nouaros I record at the wish of Protopapas

## 2. Marriage contract from the region of Calavryta.

Translated from the original in the notarial archives of the Municipality of Aroania. The Archives cover the period from 1835 to the present.

Number 165

Agridi, 1871 17/10

Today at Sopoto, the 17th of October 1871, at my notary office located in my house, part of Saint ... parish, in my presence, I being the notary of Aroania by the name Andreas Sofianopoulos, residing and exercising my profession at Sopoto and in the presence of the two witnesses mentioned below, Mihail Aryiropoulos, landowner and residing at Sopoto and Ch... inhabitant of Agridi [a community 2 km. north of Sopoto], Greek citizens, adults, having no kinship relation what so ever with me, have presented themselves Sotirios Psaros, agricultural landowner, inhabitant of Agridi and Vassilios Zafiroopoulos, agriculturalist-shepherd, inhabitant of Agriolis and having requested the composition of the present, stated the following. The first contracting party Sotirios Psaros, has a daughter by the name of Vassiliki who has reached the age of marriage and wanting to provide for her through marriage, he has agreed with the second contracting party Vassilios Zafiroopoulos to give the same mentioned as a lawful spouse to him and to perform the sacrament of their marriage, today the 17th of the present month, on the day Sunday, in accord with the Saints and the Holy Laws of the Eastern Orthodox Church, moreover he offers to his future son-in-law due to the dowry [right] and due to the paternal and maternal share due his daughter, the following moveable property, namely, one heavy blanket, two quilts, three bedspreads, three bed covers, four different pillows and cases, one handwoven bag, one *traisto* [?], two *giourtes*, two ... cloth, six mens' underwear, seven short underwear, seven different dresses, 6 womens' underwear, 10 scarfs, 1 silk head scarf, one fez, one *spelato*, one silver *giortani* [medaillon], two petticoats, two silk head scarfs, one white hand woven towel, one chest, three rings, one pot, two two-handled frying pans, one frying pan, one pan, one cow, the above have been evaluated by both contracting parties to be 420 drahmas. Also he offers to his same son-in-law due to his daughter Vassiliki's dowry [right] the following landed property, everything located in the area of Agridi at the municipality Aroania, namely, one irrigated field located in the area if Milia the size being approximately one stremma [1,000 m<sup>2</sup>] delimited on all sides with similar fields of Athanasios Givalos, the public road and small watercourse and thicket, one similar dry field situated in a mountain pass approximately two acres in size, bordered on all sides by similar

fields... one vineyard in the area of Marathion approximately the size of 150 fathoms, bordered on all sides by similar vineyards of Ilias Iconomopoulos, Vassilios Zafiropoulos and Constantinos Mitropoulos, which were evaluated by the contracting parties at the price of 600 drahmas, moreover the estimation of these was made willingly for the adjustment of the analogous receipt-stamp and not for the purpose of sale, moreover they are given as inalienable dowry. Moreover the future son-in-law Vasilis Zafiropoulos acknowledging the above admitted that he happily accepts as his lawful spouse the future bride Vassiliki with the above-offered dowry by her father Sotirios Psaros. He admitted that he himself received the moveable goods, whereas he agrees to receive the landed property after the marriage ceremony. Moreover he offers to his future spouse Vassiliki S. Psarou, due to the donation *propter nuptias* 120 drachmas. The value of the above-mentioned moveable and immovable goods and the donation *propter nuptias* amounts to 1,140 drahmas in all. The above are to be used as inalienable dowry for the future bride Vassiliki and to be restituted if it be necessary, the moveable goods in the equivalent amount of cash, and the landed property as it stands. [The signatures and the stamp follow.]

### 3. Marriage contract from Sopoto.

Number 69

Sopoto, 1871, 24/8

#### Contracting parties:

- Panagos Ioannis Poretzanou, inhabitant of Libarziou of the municipality Psofidos, farmer.
- Georgios or Anagnostis M. Katavenios, farmer, Stauroula, spouse of Georgios or Anagnostis M. Kataveniou and Petros Katavenios, farmer, inhabitant of Skouriou of the municipality Maeon.

declare that the first of the contracting parties during the year 1869 gave his consent and his father's Ioannis Poretzanou and his mother's Eleni spouse of Ioannis Poretzanou, and agreed to give as a lawful spouse to the second contracting party, Georgios M. Katavenios, the third contracting party, his sister, but during the wedding ceremony the appertaining marriage contract was not drawn up [composed] so as to include all the moveables in clothing and other things that he has offered to his sister as well as their father and mother, reason being the dowry as well as her analogous paternal and maternal share... With the present contract he offers to his brother-in-law that

FEMALE PROPERTY IN 19th AND EARLY 20th CENTURY GREECE  
Sophie Dascalopoulos-Capetanakis

---

is mentioned above, reason being the dowry, and the analogous paternal and maternal share belonging to his sister Stavroula the following: 3 quilts worth 30 drahmas, 2 thick blankets worth 53 drh., 3 *mataratzia* [bed covering] worth 4 drh. 4 *giourtes* worth 6 drh., 3 center dishes worth 40 drh., 2 *kilims* [handmade rugs] 20 drh., 2 ... worth 15 drh., 6 pillow cases worth 10 drh. 10 different dresses worth 56 drh., 4 *foustaneles* [Greek kilts] with their shirts worth 110 drh., 4 female long underwear worth 140 drh., 25 *bolomandila* [head scarfs] worth 25 drh., one *kontogouni felenio* [short flanel pelisse] worth 10 drh., 1 long overcoat worth 6 drh, 1 fez worth 6 drh., 2 chests worth 12 drh., 2 pots 3 *okas* [1 *oka* = 1128 gm.] worth 18 drh., 1 ... 4 *okas* worth 24 drh., 2 small two-handed frying pans, 1 frying pan, 1 round pan worth 12 drh., *sidirostia* [iron and base] worth drh..., 1 necklace, earrings and ring worth 20 drh. and 20 sheep of different ages 200 drh;

the value of all according to the estimation made by the contracting parties is 900 drh. Moreover Georgios or Anagnostis M. Kalavenios admitted that he gladly accepted as his legal wife the third contracting party Stavroula with the above-mentioned dowry offered by her parents and brother which he received entirely, he offers as well to his spouse Stauroula Ioanna Poretzatou as a donation *propter nuptias* 100 drh. in cash. The value of all the above-mentioned moveables including the donation *propter nuptias* is raised to the sum of 1000 drh. destined to be used as dowry, inalienable right of Stavroula I. Poretzanou and attributable if so desired in cash money. The recipients of the dowry Stavroula Y. Poretzanou and her spouse Georgios of Anagnostis Kalaveniou, following the above, admitted that they consider themselves completely satisfied with the above-mentioned offerings made by her parents and brother as dowry and consequently resign all future claims on her share in the proportional paternal and maternal imoveable and moveable property. Furthermore the final contracting party Petros Kalavenios confessed and admitted that at the unexpected event of the death of ... his daughter-in-law, as she is mortal, or of her legal heirs, he is to pay to the first contracting party the above estimated dowry of his daughter-in-law in cash, granting him the right if he so desires to register unilaterally and without announcement abstract mortgages on his fields in the mortgage books at the municipality of Paeon.