[20] Olesen, Jens E.: 'Archiregem Regni Daniae'. *NOWELE. North-Western European Language Evolution.* No. 1, 1993. 211.; as an example see Idem (ed.): *Christoffer af Bayerns breve 1440–1448 verdrørende hans bayerske stamhertugdømme. Die Briefe Christoffers von Bayern 1440–1448 über sein bayrisches Stammherzogtum*. København, 1986. Selskabet for Udgivelse af Kilder til Dansk Historie. Document No. 57.

[21] Møller Jensen, Janus: *Denmark and the Crusades, 1400–1650*. The Northern World 30. Leiden–Boston, 2007. Brill. 68.; Olesen 1993. 205.

[22] Auge 2005. 523–525.; Hoffmann, Erich: *Königserhebung und Thronfolgeordnung in Dänemark bis zum Ausgang des Mittelalters*. Berlin–New York, 1976. Walter de Gruyter, 161.; Mureşan 2019. 87.; Olesen 1993. 211. About the Hungarian concept of Archiregnum in more details see Kisteleki 2013.

[23] "The Legacy of the Oldenburgs" is a paraphrase of the 1980's German (ZDF) TV-series *Das Erbe der Guldenburgs*.

[24] On the paternal line, Christian I was a descendant of Eric IV Ploughpenny (r. 1241–1250), while on the maternal line he was also descendant of kings Abel (r. 1250–1252) and Christopher I (r. 1252–1259) too, thus the first Oldenburg king was a late offspring of all three sons of King Valdemar II the Victorious.

[25] The Treaty of Ribe of 5 March 1460 (often referred to as the *Freiheitsbrief*) can be read in German in Tamm, Ditlev – Schubert, Werner – Jørgensen, Jens Ulf (eds.): *Quellen zur dänischen Rechts- und Verfassungsgeschichte (12.–20. Jahrhundert)*. Rechtshistorische Reihe 363. Frankfurt am Main, 2008. Peter Lang, 61–62. Document No. 12. About the historical and legal background and consequences of the clause *"up ewig ungedeelt"* in more details see: Riis, Thomas: "Up ewig ungedeelt" – ein Schlagwort und sein Hintergrund. In Stamm-Kuhlmann, Thomas – Elvert, Jürgen – Aschmann, Birgit – Hohensee, Jens (eds.): *Geschichtsbilder. Festschrift für Michael Salewski zum 65. Geburtstag*. HMRG Beihefte 47. Stuttgart, 2003. Franz Steiner Verlag, 158–167.

[26] Petersen, Henry: *Danske kongelige sigiller samt Sønderjyske hertugers og andre til Danmark knyttende fyrsters sigiller, 1085–1559*. København, 1917. C. A. Reitzel. XVI.

[27] Jørgensen–Westrup 1982. 40.; Riis 2003. 161. footnote No. 23.

[28] See *https://en.wikipedia.org/wiki/Foreign_relations_of_Denmark#Europe*.

[29] Cited in Mureşan 2019. 136. Source of the document as indicated by Mureşan (footnote No. 286): Léonard, Frédéric (ed.): *Recueil des traitez de paix, de treve, de neutralité, de confederation, d'alliance, et de commerce, faits par les rois de France, avec tous les princes, et potentats de l'Europe, et autres, depuis près de trois siècles*. Vol. 1. Paris, 1693. [s.n.], 399–404.

[30] In English Adam of Bremen: *History of the Archbishops of Hamburg–Bremen*. Translated by Tschan, Francis J. New York, 2002. Columbia University Press, the description of Nordalbingia: 83.

[31] Hybel 2003. 216–217.

[32] Just for some examples how this episode of Danish history is seen by Danish historiography, let us quote Knud J. V. Jespersen who repeatedly calls in his book [Jespersen, Knud J. V.: *A History of Denmark*. London, 2019. MacMillan International–Red Globe Press] the peace of Vienna of October 1864 a "national catastrophe" for Denmark (7., 71.) or simply "catastrophe" (33., 76., 202., 203.); the loss of the duchies of Schleswig and Holstein to Germany "the definitive national trauma" (31.); the result of the second Schleswig war "humiliating" (32., 77., 122., 212.), "catastrophic" (200.), "crushing" (205.) or "traumatic defeat" (217.). However, Jespersen is exaggerating just in order to emphasize the way how the modern Danish national identity has been, almost paradoxically, formed from such a historical trauma. Modern Denmark is a small country that has a greatness that is much more important than its size: it is able to provide the general welfare of its citizens at the highest imaginable level (220–226.).

[33] Bohn, Robert: *Dänische Geschichte*. München, 2001. C. H. Beck. 7.; Skovgaard-Petersen, Inge: The making of the Danish kingdom. In Helle, Knut (ed.): *The Cambridge History of Scandinavia. Volume 1: Prehistory to 1520*. Cambridge, 2003. Cambridge University Press, 173.

[34] Kmety, Károly: *Magyar közjog [Hungarian public law]*. Budapest, 1926. Grill Károly, 184–185.

[35] Maczó, Ferenc: IV. Károly király és Zita királyné koronázása [Coronation of King Charles IV and Queen Zita]. *Rubicon*, No. 1–2, 2017. 96.

Koncz, Ibolya Katalin

A Special Field of Hungarian Private Law, i.e., the Legal Historical Aspects of Alimony in the Post-Compromise Era of Hungary

Special rights of women[1] have been essential parts of the legal norms regulating the social relationships among people. They can be especially found among the rules regulating the establishment of marriages as well as the inheritance rights upon the termination of marriage. Regarding such special rights – especially maintained for women – it can be concluded that the basis for their establishment is the social perception that judged the legal statuses of men and women in a different way until the beginning of the 20th century. Out of the special rights of women, this study aims to discuss the issue of alimony, based on the respective special literature sources of the given times as well as the practices of the Hungarian Royal Curia. This study may be continued in the future by assessing the subject based on archive research.

1. The appearance of alimony obligation in marriages

Naturally, the issue of alimony has been part of human practices ever since the communities of people accepted the partnership of men and women and the term of 'family'. As Lajos Staud said,

"By entering in a marriage, the man establishes a family. The condition for achieving the respective individual, social, administrational, ethical, and financial goals is the complete life community of the spouses. The respective consequences are preserving marital fidelity and the physical and ethical aspects of sexual purity, as well as settling any debts in marriage, living together, and taking care of each other, all in the spirit of mutuality and reciprocity."[2]

This definition outlined the obligation of married spouses, although it did not define such obligations in particular details. Bálint Kolosváry mentioned alimony for the wife as a husband's obligation when he defined that

"the development in legal history placed the husband at the leading position of the family, and the rights of the husband go together with his obligations imposed on him regarding providing for his family. The explanation of the obligation of alimony […] *should be sought in the life community of marriage as well as in the traditional structure of marriage, according to which the woman was ordained to stay in the household, therefore she is essentially unable to perform alimony obligations."*[3]

It can be seen that the liability of alimony was derived from the life community of marriage. Contrary to this approach, Ferenc Raffay defined alimony not as a consequence of marriage but as an issue based on the roles formed in the family, which were established as a result of marriage. Consequently, according to Raffay, alimony's "legal basis is the position of a woman within the family, based on which she usually cannot work in a job to earn wages, but she keeps the household, and therefore her husband is obligated to provide for her".[4] In this case, we can find further justification, according to which the highlight is on the different tasks undertaken by the spouses within family life operations, i.e. it emphasizes the fact that women cannot earn wages in jobs, being responsible for housekeeping, which provides the basis for the entitlement for alimony. Furthermore, Károly Szladits also traces back the legal basis for alimony to the different undertakings of spouses, when he stated that "the husband, as the head of the family, shall undertake the burdens related to marriage. Accordingly, the husband must ensure sufficient provision for the wife."[5]

According to Kornél Sztehlo, alimony has two legal bases; on one hand, it is an obligation that can be derived from the definition of marriage,[6] and, on the other hand, it is a fact that alimony "is a consequence of the powerlessness and economical subordination of women". Then he stated that "the man who swears upon the conclusion of marriage that he shall not leave the woman under any circumstances, thus undertakes not only ethical, but also legal obligations, according to which he will be obligated to support his wife's finances until death.[7]

According to the standpoint of Gyula Virág, primary law should be applied, as it was already stated in such law that "the husband's obligation to care for his wife", i.e., providing everything for the wife that is affordable according to the social standing of the husband, is an obligation.[8]

Further to the opinions of practising lawyers and legal scholars, we can find standpoints related to this subject in judicial court practices as well. In its Order made in 1908, the Oradea [Nagyvárad] Royal Court defined alimony in a similar way.

"The security for marriage in terms of the respective interests lies in the internally peaceful community of the spouses based on morals, a necessary consequence of which is that the establishment and maintenance of such community must be supported by both spouses in an unselfish and honest manner. However, the commonly larger extent of entitlements of the husband as family breadwinner also entails the husband's obligation to protect the interests of the woman, and consequently, the husband should not only provide for the sufficient means of living and supply of the wife but also ensure a peaceful home for her and protect her from any unlawful moral and physical assaults made by others."[9]

2. The elements of the institution of alimony

It can be stated from the above that the issue of supports, and more particularly, alimony and the elements thereof was a vivid concern for the legal scholars of the ear. This raises the issue how the term support can be defined in the framework of private law. It is a term classified among laws of obligations, a criterion of which is that the support provider is obligated to provide for the financial means required for the life maintenance of the support receiver whether in kind or by monetary means. Such life maintenance costs include the expenditure for food, clothing, accommodation, medical and other costs for maintaining sufficient health, as well as the costs of educating the minor children.[10] "The basis for support is either the law or a transaction. The lawful obligation of support is based on matrimonial or family relationship or by the fact of procreation."[11] The husband, as the head of the family, had the obligation to bear the marriage-related burdens. Such burdens included all the necessities of the spouses and their children, to the extent that their economic and social standing required so. That is why the husband is obligated to support the wife.[12] The Act on Marriage also determined the extent of support: "the woman not at fault shall be supported by the husband claimed to have been at fault, in line with his material status and social standing […]."[13] Accordingly, regarding the extent of the liability of support, alimony was classified among the rank-based support types.[14] In terms of the practical interpretation of the legal scholars, it can be stated that neither Ferenc Raffay,[15] nor Kornél Sztehlo[16]

emphasized the extent of alimony. On the other hand, Károly Szladits specifically stated "appropriate alimony",[17] highlighting that "such support" shall be provided by the husband "in the mutual household, fitting his social standing, his wealth and earning capacities".[18] Bálint Kolosváry also specified a similar extent of support obligation to be provided by the husband. "Regarding the extent of alimony, the guiding principle is that it should be a so-called »appropriate alimony«, which is suitable for the social and civil standing as well as the financial means of the husband and which is proportional to the household and lifestyle of the spouses".[19] According to the viewpoint of Gyula Virág, "Regarding the means and extent of support, the husband shall be obligated to provide for his wife in an appropriate manner at all times."[20]

The judicial court practices are well characterised by the decision of 1908 of the Oradea [Nagyvárad] Royal Court, according to which "[…] the husband shall be obligated to provide for the wife's […] sufficient support and alimony […]".[21]

3. Cases of entitlement for alimony

As a next step, we should examine when a wife was entitled to receive alimony. Alimony could be of three different types, depending on whether the spouses were within the bond of marriage or outside of it. The established types presumed a chronological sequence as well. Firstly – upon the conclusion of marriage – a woman was entitled to alimony in her husband's household; the second type was when the spouses terminated their cohabitation; such cases are called temporary alimony, and in the case of the third type, the woman was only entitled alimony upon the existence of other conditions, after the termination of marriage by means of an effective court order, or divorce from bed and board.[23]

3. 1. Alimony issues in cases of common household

During the term of the marriage, such alimony could usually only be claimed by a woman from her husband in kind, and within the common household.[24] Károly Szladits also specified it as a basic criterion in this case that

Vasili Vladimirovich Pukirev: The Dowry[22]

spouses should be in a common household.[25] Alajos Knorr also placed the emphasis on living in the same household: "while spouses live, they shall be obligated to abide together and they shall not arbitrarily terminate the life community between them".[26] If the spouses lived together, this raised the question how the provision of alimony could be ensured. As Bálint Kolosváry put it, "Alimony during the term of living together in matrimonial community includes naturally provided accommodation, food and clothing, as well as the provision of intellectual necessities and the costs of medication."[27] Károly Szladits also discussed the issue with similar wording.[28] This issue was also highlighted by Antal Almási as well, when he stated that "during the term of living together in matrimonial community, the husband is obligated to provide support for his wife in kind, proportionally to the wealth, earnings and social status of the husband".[29] The decisions made by Hungarian High Courts also expressed the same views. "During the term of living in marriage, a woman is entitled for alimony in the form of in kind, in the household of the husband."[30] As expressed more specifically by Ferenc Raffay: "which should be in concordance with the financial means and the socials status of the husband. Alimony shall consist of accommodation, clothing, food, medicine, and potentially spa services as well as the fulfilment of intellectual needs."[31] Kornél Sztehlo determined the elements of alimony obligations realised in the course of the term of marriage:

> *"The subject of such alimony obligation during living together in marriage is not a certain sum of money but providing for life in the common abode in kind and fulfilling all the needs of the wife. If spouses live together, and keep a common household, the wife has no entitlement to claim alimony at court. She can only make such claim in an indirect manner, by ordering the bills on goods bought for the household and for her necessities to be settled by the husband, who is universally liable to pay for such obligations originating from such credited amounts, provided that such amounts do not exceed the respective extent of necessities proportional to the spouses' financial and social statuses."*[32]

It should be particularly highlighted that a higher extent of responsibility of the husband appears regarding the financial coverage for the alimony and the household costs.

3. 2. Alimony upon the Termination of Life Community of Spouses – Temporary Alimony

The rules on alimony changed in case the marriage still existed between the spouses, but the married couple broke the bond of life community, i.e., their living together. In such cases, temporary alimony was to be granted. According to Antal Almási, the basic condition for temporary alimony was that the parties still had to have a matrimonial relationship, therefore, regardless the issue of faultiness, the women was surely eligible for being granted the alimony.[33] On the other hand, according to the viewpoint of Károly Szladits, a lawful and enforceable alimony claim of a wife during marriage could only be placed upon rightful separation.[34] Women terminating the actual activity of living together for a rightful reason as well as women not providing any reason for interrupting the spouses' life community were entitled to receive temporary alimony.[35] In such cases, Bálint Kolosváry – accepting the viewpoint of Károly Szladits – also stated that the formerly specified alimony transformed into temporary alimony, which was divided into two subcategories.[36] According to his theory, the basis for differentiating such alimonies is whether or not the spouses have initiated separation or divorce proceedings at a judicial court. If the spouses chose separation, however, they had not yet initiated any proceeding regarding the divorce, the alimony liability of the husband was specified as a voluntary temporary alimony. On the other hand, if the parties initiated a divorce proceeding, the liability of alimony was ordered by court.[37]

Although Bálint Kolosváry defined the former case as voluntary temporary alimony, a woman was also entitled to make an alimony claim from the husband at court in such cases according to the respective legislations.[38] Alimony was deemed rightful in case the cohabitation of the spouses was abrupted by the husband, or he provided fundamental grounds for the termination of cohabitation, or the wife may have given her consent for such termination. In such cases, however, the husband was unavoidably liable to pay alimony, and the extent of such support was not related to the financial means of the woman, similarly to the support provided during the term of marriage.[39] Furthermore, according to the standpoint of Károly Szladits,

> *"if the husband ousts the wife, if he breaks the marriage relationship upon his own faultiness or provides sufficient grounds for the wife to terminate the marriage, in such cases, the woman living separately – rightfully, i.e., without her being at fault at all – may claim the payment of alimony from the husband for the period of the separation. Usually, such alimony should be paid in cash, in monthly instalments at the beginning of each month in advance. In such cases, the mere obligation of a spouse alimony will turn into a real, legally enforceable liability."*[40]

It is firmly stated that the woman had to be faultless in the circumstance that occurred.

According to Gyula Virág, there was also a possibility for "the husband and the wife to *agree upon* living separately from each other, and that the husband would obligate himself to be liable for paying alimony for his wife and they would conclude a respective contract on the subject."[41] In such cases, a private law contract provided the basis for the temporary alimony payment liability. As the Curia specified in a decision in principle, "[…] the circumstance that the separation of spouses is the consequence of a mutual agreement shall not exempt

the husband from paying alimony to his wife who lives separately from him."[42]

The second type of temporary alimony was when the spouses terminated matrimonial cohabitation and they initiated a divorce procedure at a court. In such cases, the wife had to expressly request the ordering of the payment of a temporary alimony in her claim or counterclaim. A significant aspect of this issue was that the court could only make a decision on the temporary support of the given wife if the wife specifically requested it; otherwise, the court could not make a respective order, being confined to the original subject matter of the case.[43] Based on the rules of the Act on Marriage, spouses were only entitled to get separated in the course of the divorce proceeding in case the grounds for the filing for divorce had been the wife's life or health being at risk and in danger,[44] and if the divorce requesting party has already requested the ordering of separation in its submitted claim.[45] One can also find cases where married life community was abrupted by the wife, yet the court still found the husband to be at fault in the course of the divorce proceeding and actually ordered temporary alimony to be provided for the wife.[46] It should be noted that according to § 90 of the Act on Marriage, a court order on providing alimony regarding the husband's obligation to care for the wife had three provision. The first one was that the wife could not be at fault in the situation occurred. The second one is that the court would find the husband at fault, and the third one is that the financial status of the wife should not be sufficient for supporting herself satisfactorily.[47] Accordingly, if any of the mentioned conditions did not exist, the wife was not entitled to receive alimony and the husband was not liable to pay alimony, either.

3. 3. Alimony upon the Termination of Marriage – Permanent alimony

The brief introduction of the institution of permanent alimony is the subject of the third large section of the study. The right for permanent alimony was a right originating from the bonds of marriage, the effect of which could be witnessed at the time of the divorce, as it could become validated upon the termination of marriage by means of divorce.[48] According to the standpoint of Alajos Knorr, "The termination of marriage means the complete cessation of matrimonial life community, as in such a case the bond of marriage is dissolved."[49] Kornél Sztehlo pointed out that "the commencement of a divorce proceeding only affects a woman's alimony that without it, and prior to the declaration of the divorce regarding the marriage, no permanent alimony can be ordered to be granted."[50] Examining the respective provisions of the Act on Marriage, it can be concluded that regarding the grounds for the termination of marriage, legislators took into account the faultiness of the spouses; accordingly, issues without faultiness as well as unavoidable and incurable illnesses – such as mental illnesses or incapacities – were completely left out. Furthermore, legislators did not provide regulations on the unilateral or mutual nature of the spouses' willingness to terminate the marriage, in such terms as mutual agreement or implacable hatred. This meant that according to the Hungarian legislation – unlike the respective German norm – marriage could only be terminated upon the grounds of faultiness. The principle of faultiness[51] meant that married couples had absolutely no possibility to terminate their marriage upon mutual agreement. The interpretation of the legal scholars of those times on this issue was expressed by Károly Szladits, stating that "According to our judicial court practices, the termination of matrimonial life communities upon mutual agreement is immoral. Such immoral acts are inconsistent with the lawful intentions of the institution of marriage, and are, being of such nature, invalid."[52] Further to the above-mentioned issues, Alajos Knorr also pointed out the issue of different religions of the spouses is, as potential grounds for divorce.[53]

In case of termination, the marriage ceased on the date that the final court order entered into force. According to the respective established court practices, the order stating the termination of marriage had to be presented to the royal high court, the Curia as an official requirement, therefore divorce only became effective on the date of the effective decision order of the highest court forum. Upon the terminating order of the court, marriage was completely ceased; there was no possibility of claiming retrial concerning such a divorce order. From the perspective of matrimonial property law, divorce usually had similar effects to those of the termination of marriage because of death. Therefore, the husband's right of use on dowry was terminated, and commonly gained properties had to be shared. However, while a spouse was allowed to inherit the respective property, and the wife also had widow rights, in case marriage was terminated due to death, the termination of marriage by divorce broke the inheritance bond between the spouses.[54] Accordingly, as the statement of Alajos Knorr puts it, "Out of the other consequences of marriage, widow's right[55] stands in for alimony, and the right of the spouse to the other spouse's inheritance as well as widow's rights cease upon the termination of marriage by divorce."[56] Kornél Sztehlo stated that the court did not make a decision on support claims, but on alimony claims.[57]

Court practices had similar standpoints as the Curia stated in its decision of 1907:

> *"Accordingly, the legal nature of the permanent alimony entails that, due to its close connection to the termination of marriage by divorce, as well as in line with § 90 of the Act on Marriage stating that the applicable consideration items for specifying the liability and extent of permanent alimony are the current financial status of the husband deemed to have been at fault as well as the income of the wife deemed not at fault: the permanent alimony claim, just like the issues of faultiness without counterclaim, the right to bear the husband's name after divorce as well as the*

placement and support of any minor common child would be discussed and would be assessed and decided on by the court judge in the divorce proceeding, when the judge is in the position of being able to reveal and state the key circumstances to be considered on determining the sum of alimony."[58]

Regarding the establishment of the sum and extent of permanent alimony, the court had to take into consideration the financial status of the husband who was declared to be at fault. According to the respective provision of the law, the sum of the alimony specified by the court could be raised, in case certain particular conditions applied.[59] However, while the legislation specified the conditions for raising the sum of final alimonies, it did not at all discussed the issue of deliverability. Károly Szladits referenced the already formed practices as well as the changed social and economic conditions, when he expressed the possibility of decreasing the extent of alimony.[60] The legislator also applied the practice formed and used by court judges, when it had the issue regulated in 1912 by law.[61] According to the respective legislation, the extent of permanent alimony could be modified to the burden of, or for the benefit of either the wife or the husband, as a result of material changes in circumstances serving as the basis for the effective and final court order on the sum of the permanent alimony.[62]

4. Conclusion

As it can be seen from this study, the sufficient settlement of personal and financial relations between spouses is not easy even upon the careful consideration of different aspects. Out of the special rights of women, I only focused on summarising the issues of alimony regulations. In the course of my work, I actually found that even the subject of alimony is rather comprehensive, and is very hard to regulate by legislative means, as there are very diverse cases in real life, having special particularities in each case. By means of stipulating the rules of the Act on Marriage, the legislator established legal norms that could be very well applied in court practices. As Károly Szladits wrote, society and economy are not systems with static content, but rather organisations that are in constant move and development. Accordingly, court practices also had to adapt to such changes.[63] The key court forum of the era, i.e., the Curia, successfully faced the challenges of everyday life through the practices established in the subject. That is why I believe that the legal institution subject to my study cannot be examined without the orders and decisions in principle made by the Curia. I believe that I have been able to discuss the issues of alimony for the readers in a transparent manner, hoping that they will raise questions, allowing the research to be continued in order that such questions could be found in further literature sources. Furthermore, the study can also be a basis for further consideration in terms of the current social and economic relations, as I believe that the subject of alimony may become an issue to be discussed by the current legislators well, because the new Hungarian Civil Code (Act No. 5 of 2013) regulates this legal institution again.

Notes and references

[1] Namely a daughter's right for a quarter share of her father's belongings *(quarta puellaris)*, orphan unmarried daughter right *(ius capillare)*, widow's right *(ius viduale)*, morning-gift *(dotalitium)*, bridal gift *(res paraphernales)*, dowry *(allatura)*, community property *(coacquisita coniugum)*. See Eckhart, Ferenc: *Magyar alkotmány- és jogtörténet [History of Hungarian Constitution and Law]*. Mezey, Barna (ed.). Budapest, 2000. Osiris Kiadó, 303–309.; Homoki-Nagy, Mária: Jegyajándék [Bridal Gift]. In Kőszeghy, Péter – Tamás, Zsuzsanna (eds.): *Magyar művelődéstörténeti lexikon: középkor és kora újkor [Lexicon of Hungarian Cultural History. Middle Ages and Early New Age]*. Budapest, 2005. Balassi Kiadó, 443–444.; Homoki-Nagy, Mária: Hitbér [Dower]. In Kőszeghy–Tamás (eds.) 2005. 141. After the entry into force of the Act No. 31 of 1894, the secular and ecclesiastical aspects of marriage law were separated in Hungary. See Homoki-Nagy, Mária: *Die Kodifikation des ungarischen Zivilrechts im 19. Jahrhundert. Rechtsgeschichtliche Vorträge 25*. Budapest, 2004. ELTE Állam- és Jogtudományi Kar, 10. *https://majt.elte.hu/kiadvanyok/rechtsgeschichtliche-vortrage*. Accordingly, the possibility of terminating marriage occurred as a key new element, which could now be exercised by everyone – i.e., even Catholic people, who accepted this issue regardless of their religious beliefs. (The following study also deals with the consequences of introducing the secularised divorce rights, written by Csabáné Herger: The Introduction of Secular Divorce Law in Hungary 1895–1918. Social and Legal Consequences for Women. *Journal on European History of Law,* No. 2, 2012. 138–148.) For this reason, the legislator wished to provide for the sufficient financial means of women after the termination of marriage by means of extending the time scope of the husbands' financial obligations effective during the term of marriage – alimony – to the period after the end of marriage, upon the existence of certain conditions. Accordingly, my standpoint is that alimony is to be classified as one of the special rights of women. As Csabáné Herger emphasized in her study, the sources of law on alimony took over the institutions commonly applied in denomination law, with certain modifications. See Herger, Csabáné: A nőtartás a Magánjogi Törvénykönyvben (1928) a 19. századi előzmények tükrében [Alimony in Private Law Code (1928) in the contexts of 19th century background]. *JURA,* No. 2, 2011. 70–83.

[2] Staud, Lajos: *A magyar magánjog tételes jogszabályainak gyűjteménye [A Collection of Specific Private Law Legislations]*. Budapest, 1913. Franklin Társulat, 1913. 59.

[3] Kolosváry, Bálint: *A magyar magánjog tankönyve II. [A Coursebook on Hungarian Private Law, Vol. 2]*. Budapest, 1911. Grill Károly Könyvkiadóvállalata, 435.

[4] Raffay, Ferenc: *A magyar magánjog kézikönyve I. [A Handbook on Hungarian Private Law, Vol. 1]*. Budapest, 1909. Benkő Gyula Könyvkereskedése, 444.

[5] Szladits, Károly: *A magyar magánjog vázlata [A Draft of Hungarian Private Law]*. Budapest, 1933. Grill Károly Könyvkiadóvállalata, Part II, 341.

[6] "A woman's claim for alimony is based on the lifelong community extent of marriage, therefore this liability is an obligation that can be

derived from the definition of the term 'marriage'." Sztehlo, Kornél: A nőtartási igények [Alimony Claims]. *Jogtudományi Közlöny [Jurisprudential Bulletin]*, No. 10, 1885. 78.

[7] Sztehlo, Kornél: *Házassági eljárás joga [Laws on Marriage Procedures]*. Budapest, 1890. Franklin Társulat, 114.

[8] Virág, Gyula: *A házasság felbontásának joga Magyarországon. Gyakorlati kézikönyv a jogász* és *a laikus közönség számára [The right to divorce in Hungary. A practical guide for lawyers and laypersons]*. Budapest, 1904. Athenaeum Irodalmi és Nyomdai Rt. 69.

[9] Decision No. 1908.G.203 of the Nagyvárad Royal Court. Staud 1913. 60.

[10] Márkus, Dezső (ed.): *Magyar Jogi Lexikon [Hungarian Legal Dictionary]*. Vol. 6. Budapest, 1907. Pallas Irodalmi és Nyomdai Rt. 119. [MJL]

[11] MJL, Vol. 6, 1907. 492.

[12] MJL, Vol. 4, 1903. 119.

[13] Act No. 31 of 1894, § 90 *https://net.jogtar.hu/ezer-evtorveny?docid=89400031.TV*.

[14] Regarding the extent of alimony, there was a differentiation between the essential alimony, which basically contained coverage for basic life necessities, such as food, accommodation and clothing; while the other type was the rank-related alimony, which included the life necessities of the person entitled for the alimony in line with the person's social situation and in line with the alimony payer's financial means. For more details, see MJL, Vol. 6, 1907. 491.

[15] Raffay 1909. 444.

[16] Sztehlo 1890. 114.

[17] Szladits 1933. Part II, 341.

[18] Ibid. 342.

[19] Kolosváry 1911. 436.

[20] Virág, Gyula: *A férj, feleség s a gyermek jogviszonyai. Családjogi tanulmányok [Legal relations of husbands, wives and children. Studies on Family Law]*. Budapest, 1907. Athenaeum Irodalmi és Nyomdai Rt. 18.

[21] Decision No. 1908.G.203 of the Nagyvárad Royal Court. Staud 1913. 60.

[22] *https://en.wikipedia.org/wiki/Dowry#/media/File:Wassilij_Wladimirowitsch_Pukirew_001.jpg*.

[23] MJL, Vol. 4, 1903. 119. The same grading was applied by Raffay as well. Raffay 1909. 444.

[24] Ibid.

[25] Szladits 1933. Part II, 342.

[26] Knorr 1899. 1.

[27] Kolosváry 1911. 435.

[28] "During shared living in marriage, a woman may usually only request alimony in kind, at the husband's household." Szladits 1933. Part II, 343.

[29] Almási, Antal: Házassági jog [Matrimonial Law]. In Szladits, Károly (ed.): *Magyar magánjog II. Családi jog [Hungarian Private Law II. Family Law]*. Budapest, 1940. Grill Károly Könyvkiadóvállalata, 238.

[30] Decision of Curia 9247/1895., I. G. 72/1897., 524/1902.

[31] Raffay 1909. 444.

[32] Sztehlo 1890. 114.

[33] Almási 1940. 239.

[34] MJL, Vol. 4, 1903. 119.

[35] MJL, Vol. 6, 1907. 492.

[36] Although it is not named specifically, but the two kinds of temporary alimony are present in the standpoint.

[37] Kolosváry 1911. 436.

[38] For more details, see MJL, Vol. 4, 1903. 119.

[39] Ibid.

[40] Szladits 1933. Part II, 341–343.

[41] Virág 1907. 22.

[42] E. H. Elvi határozat [Decision in principle]. 730. In Szladits 1940. 242.

[43] Knorr 1899. 108.; Decision No. 5648/904. of the Curia (8 February 1905): „As the claimant woman did not claim support in the course of the divorce proceeding against the defendant, and, moreover, she claimed that she did not want to claim alimony and thus expressly waived her right to alimony; after the decision made on the divorce proceeding and stating the non-claim of alimony becomes final, such alimony claim can no longer be claimed."

[44] Curia: 20 May 1905 I. G. 52: "Defendant locked away from Claimant the food, even bread, not even providing for Claimant enough food for a child throughout their cohabitation, and had Claimant starved; and this condition provides sufficient grounds for the Claimant to terminate cohabitation with Defendant and that Defendant could claim to receive special alimony."

[45] Knorr 1899. 107.

[46] Curia: 4 January 1906 No. 356: "Living in marriage was abrupted by the Claimant; however, during the term of the cohabitation of marriage, the defendant had sexual intercourses with other women as well; this latter circumstance, although it was revealed to the claimant only after her leaving the defendant, is, from a legal perspective, sufficient for concluding that the separation of the parties of the proceeding can be found to be only attributable to the fault of the defendant; and, as a conclusion, the defendant can be obligated to pay temporary alimony to the claimant."

[47] Act No. 31 of 1894, § 90.

[48] Curia 1907:6180. Staud 1913. 37.; E. H. [decision in principle] 28 March 1916. P.III. 10926/1915 New Dt. 1816/240. No. 245. Meszlény, Artur: *Magyar magánjog. I. kötet, II. rész [Hungarian Private Law, Vol. I, Part II]*. Budapest, 1929. Grill Károly Könyvkiadóvállalata, 131–132. Detailed information: *Polgári jogi határozatok tára [Archives of civil law orders]*. Vol. 3. Budapest, 1925. M. Kir. Igazságügyminisztérium, 13–14.

[49] Knorr 1899. 63.

[50] Sztehlo 1890. 114–115.

[51] "Faultiness is the basis of the legal system for today's divorce proceedings." Révay, Bódog: A házassági bontóperi vétkesség kérdése [The Issue of Faultiness in Divorce Proceedings]. *Jogtudományi Közlöny [Jurisprudential Bulletin]*, Vol. 11, 1919. 84.

[52] Szladits 1940. 242. This was also supported by Decision No. 4317/1933 of the Curia.

[53] "Difference in the religion is also not a reason for divorce. According to the ethical term of marriage, marriage is a bond meant to last throughout life; and in case the law allows the court termination of a marriage, the act on matrimonial law has such determining and binding effect that the respective judge can only establish their decision on that law, even if a Hungarian citizen gets married abroad". Knorr 1899. 67.

[54] MJL, Vol. 4, 1903. 66.

[55] As it was stated by Bálint Kolosváry: "[…] because widow's right is only the continuation of the alimony payable by the husband during his life, which alimony, in widow's rights is ensured for the woman in contrast to the heirs. Naturally, widow's right is not "succession inheritance", but it is still inheritance." Kolosváry 1911. 662.

[56] Knorr 1899. 123.

[57] "The claim for support will only become an *alimony* claim upon the cessation of the spouses' living together in marriage, and in case of which the court will specify a sum in cash, generally in monthly instalment, which is to be paid by the husband as an equivalent to the in-kind support taken from the woman." Sztehlo 1890. 114.

[58] Curia 6180/1907. Staud 1913. 37.

[59] Act No. 31 of 1894, § 91

[60] Szladits 1940. 252.

[61] Act No. 54 of 1912, § 3: repealed § 91 of Act No. 31 of 1894.

[62] It appeared in practice in decision No. 4005/1936 of the Curia. Szladits 1940. 253.

[63] Ibid.