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RECENT CHANGES IN LEBANESE MOSLEM MARRIAGES

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CHANGES IN MARRIAGE CONTRACTS

BY

RIHAB ABU KHADRA

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MOSLEM MARRIAGES IN BEIRUT

ABU KHADRA

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R. Abu Khadra

ABSTRACT

The purpose of this study is to describe and interpret recent changes in the marriage contracts of the Lebanese Suni Moslem group. Attention is placed on changes reflected in (a) the traditional norms of the Islamic marriage institution, and the Suni marriage contracts of (b) 1936 and (c) 1956. The changes are interpreted in terms of the sacred-secular typology.

The relevant data were obtained from 423 marriage contracts of the Suni Moslem group in Beirut. These data were gathered by microfilming all such contracts for 1936 and a random sample of them for 1956.

Comparisons are made between (1) the traditional norms of the Islamic marriage institution, (2) the norms shown by the 1936 contracts, and (3) the norms shown by the 1956 contracts.

The findings suggest that a decreasing proportion of the participants or agents involved in making marriage contracts are from the extended family as contrasted with the nuclear family. There seems to be a weakening in endogamy by kinship and locality. Age difference between spouses is decreasing slightly. Lastly, it was found that mahr (bride price) seems to have changed in its function from compensating the bride's family to giving security for the bride and the couple.

A general conclusion is that changes in the marriage contract reflect a change in social relations from the sacred type to the secular type.

TABLE OF CONTENTS

Chapter	Page
I. INTRODUCTION.....	1
General Problem.....	1
Sacred and Secular Types.....	1
Sacred.....	2
Secular.....	3
x Inferred changes in contents of the marriage contracts	4
Contents of Marriage Contracts.....	5
Amount and type of mahr.....	5
Time of payment.....	6
Nature of the payment in kind.....	6
Degree of relatedness of spouses.....	6
Ages.....	7
Birth places of both spouses.....	7
Agents.....	7
✓ Divorce provisions.....	7
Place where the contract is drawn.....	8
II. MARRIAGE IN ISLAM.....	9
Introduction.....	9
Marriage in Pre-Islamic Period.....	10
Mahr in Islam.....	10
Variation in Function of mahr in Islam.....	12
} social status.....	12
} individual status.....	13
Variation in the amount of mahr in Islam.....	14
Variation in kind of payment.....	14
Mahr and property.....	14
Mahr and marriage institution or marriage bond.....	15
definition of marriage relation in Islam.....	15
primary function of marriage institution.....	16

Chapter	Page
types of marriage in Islam.....	17
classification of marriage contracts.....	17
women's rights in marriage.....	19
forms of valid marriage contracts.....	20
mahr and the general doctrine of equality.....	20
Traditional Marriage Patterns.....	21
✓ Present Day Marriage Patterns.....	24
Betrothal.....	24
✓ Actual marriage pattern in Lebanon.....	24
Procedure of the marriage contract.....	27
III. METHODOLOGY.....	30
Introduction.....	30
Collection of Data.....	30
Universe.....	30
Sample.....	31
Tabulation and Summarizing Process.....	31
Coding, pretest and summary sheets.....	31
The method used for organizing the data.....	32
Design for Description and Interpretation.....	33
Factors to be investigated.....	33
Description and analysis.....	34
IV. PATTERNS OF CHANGE 1936, 1956.....	36
✓ Introduction.....	36
Presentation of Findings.....	37
Degree of relatedness.....	37
Age.....	38
Birth place of the spouses.....	41
Agents.....	44
Mahr.....	46
Time of payments.....	48
Kind of payment.....	50
Place of contract.....	52

Chapter	Page
Interpretations.....	53
V. MAHR AND OTHER FACTORS.....	56
Introduction.....	56
Presentation of Data.....	56
Marriage payment and relatedness.....	57
Relationship of mahr to age.....	57
Birth place and mahr.....	59
Agents and mahr.....	59
Marriage and divorce payments.....	61
Time of payment and mahr.....	61
Place of contract and mahr.....	62
Interpretations.....	62
VI. CONCLUSION.....	66
Participants in the Marriage Contract.....	66
Endogamy by Kinship and Locality.....	66
Age at Marriage.....	67
Amount and Nature of Mahr.....	67
Correlates of Mahr.....	68
Conclusions.....	68
Appendix	Page
A. TABLES SHOWING RELATIONSHIP BETWEEN MAHR AND OTHER FACTORS..	70
B. PRESENTATION OF DATA.....	83
C. ILLUSTRATION OF MAHR CLASSIFICATION.....	109
D. LIMITATIONS OF THE STUDY.....	110
E. GRAPHIC PRESENTATION OF THE DISTRIBUTION OF MAHR FOR 1936 AND 1956.....	111
BIBLIOGRAPHY.....	118

LIST OF TABLES

Table	Page
I. Frequency Distribution of the Degree of Relatedness of the Spouses for the Years 1936, 1956.....	38
II. Frequency Distribution of Males Age in 1936, 1956.....	39
III. Frequency Distribution of Females Age in 1936, 1956.....	40
IV. Frequency of the Age Difference Between the Spouses in 1936 and in 1956.....	42
V-A. Frequency Distribution of Females Birth Place for the Years 1936, 1956.....	43
V-B. Frequency Distribution of Males Birth Place for the Years 1936, 1956.....	43
VI. Frequency Distribution of Married Individuals According to Their Birth Place for the Years 1936, 1956.....	44
VII. Frequency Distribution of Males Agents for the Years 1936, 1956	45
VIII. Frequency Distribution of Females Agents for the Years 1936, 1956.....	47
IX. Frequency Distribution of the Ratio of the Divorce Payment to the Marriage Payment.....	49
X. Frequency Distribution of the Time of Payments for the Years 1936, 1956.....	50
XI. Frequency Distribution of the Kind of Mahr Payment for the Years 1936, 1956.....	51
XII. Frequency Distribution of the Place Where the Marriage Contracts Were Written for the Years 1936 and 1956.....	52
XIII-A. Prompt Marriage Payment for Related and Non-Related Spouses in 1936.....	71
XIII-B. Prompt Marriage Payment for Related and Non-Related Spouses in 1956.....	71

Table	Page
XIV-A. Relationship of Males Ages to Marriage Payment for the Year 1936.....	72
XIV-B. Relationship of Males Ages to Marriage Payment for the Year 1956.....	72
XV-A. Relationship Between Females Ages and Marriage Payment for 1936.....	73
XV-B. Relationship Between Females Ages and Marriage Payment for 1956.....	73
XVI-A. Relationship Between Age Difference and Mahr Payment for 1936.....	74
XVI-B. Relationship Between Age Difference and Mahr Payment for 1956.....	74
XVII-A. Relationship Between Birth Place of the Spouses and Marriage Payment for 1936.....	75
XVII-B. Relationship Between Birth Place of the Spouses and Marriage Payment for 1956.....	75
XVIII-A. Relationship Between Males Agents and Marriage Payments for 1936.....	76
XVIII-B. Relationship Between Males Agents and Marriage Payments for 1956.....	76
XVIII-A ₁ . Summary Table of the Relationship Between Males Agents and Marriage Payments for 1936.....	77
XVIII-B ₁ . Summary Table of the Relationship Between Males Agents and Marriage Payments for 1956.....	77
XIX-A. Relationship of Females Agents to Marriage Payments for 1936	78
XIX-B. Relationship of Females Agents to Marriage Payments for 1956	78
XIX-A ₁ . Summary Table of the Relationship of Females Agents to Marriage Payments for 1936.....	79
XIX-B ₁ . Summary Table of the Relationship of Females Agents to Marriage Payments for 1956.....	79

Table	Page
XX-A. The Relationship of Marriage to Divorce Payments for 1936..	80
XX-B. The Relationship of Marriage to Divorce Payments for 1956..	80
XXI-A. Relationship Between Marriage Payments and Time of Mahr Payments for 1936.....	81
XXI-B. Relationship Between Marriage Payments and Time of Mahr Payments for 1956.....	81
XXII-A. Relationship Between Marriage Payments and Place of the Contract for 1936.....	82
XXII-B. Relationship Between Marriage Payments and Place of the Contract for 1956.....	82

LIST OF FIGURES

Figure	Page
1. The Data for 1936.....	88
2. The Data for 1956.....	98
3. Illustration of Mahr Classification.....	109
4. Frequency Distribution of Prompt Payment for the Year 1936...	112
5. Frequency Distribution of Prompt Payment for the Year 1956...	113
6. Frequency Distribution of Deferred Payment for the Year 1956.	114
7. Frequency Distribution of Deferred Payment for the Year 1956.	115
8. Frequency Distribution of Total Payments for the Year 1936...	116
9. Frequency Distribution of Total Payments for the Year 1956...	117

CHAPTER I

INTRODUCTION

I. General Problem

The basic information for this study are (1) descriptions of the traditional Islamic marriage institutions, and 423 Suni marriage contracts written in Beirut (2) in 1936 and (3) in 1956. The basic purpose of the study is to describe and interpret recent changes in Lebanese Moslem marriages on the basis of information in the marriage contracts.

The main basis for interpretation is the sacred-secular typology outlined by Howard Becker.¹ If Lebanese culture is undergoing change from the sacred to secular type as is commonly supposed, then one could infer that changes in the marriage institution will be those described in the typology. The purpose of this study is to determine whether the change from pre-1936 to 1936 and 1956 is indeed generally a change from a sacred to a secular institution.

II. Sacred and Secular Types²

In reality a complete sacred or secular society is an abstraction.

¹Howard Becker & Robert C. Meyres. "Sacred and Secular Aspects of Human Sociation". Sociometry V, No.4, August 1942, pp. 207-229.

²Don Martindale and Elio D. Monachas: Elements of Sociology. New York, Harp & Brothers, 1951, p. 205-213.

They are considered as representing two ends or extremes of a continuum. The problem at hand is to see whether the marriage institution is changing from one point on this continuum to another.

A. Sacred Type

Among the basic attributes of a sacred society are the following. A sacred society has the psychological attribute of a high degree of mental isolation. This is shown by the sharp distinction drawn between in-group and out-group feelings. This in-group feeling is also associated with a high degree of reverence for the past, as well as a good deal of ethnocentrism. Another characteristic of sacred society is the strong emphasis upon age differences; lines are drawn between one age group and another. Furthermore, division of labour is relatively simple and is closely related to age and sex. As for the institutions, folkways, and mores in sacred societies, the family is usually integrated with a larger household. Mate selection is based on the potentiality of a man or woman to fit into the integrated household. Marriages in such society are planned by the elders of the household.

Brideprice and dowery play an important part in the arrangement of marriage. Several theorists have described the function of bride-price and dowery in sacred societies. Edward Westernmark points out that purchase marriage is the normal mode of securing marriages in all uncivilized societies.³ This purchase marriage is due to the unwillingness of

³Westernmark Edward. History of Human Marriage. (London: Macmillan & Co., Limited, 1925), p. 396.

the parents or guardians to part with their child for nothing. Engles and Linton⁴ conceived of brideprice as a mechanism used in patriarchal family types to stabilize the family relationship. However, mahr (brideprice) was also practised in matriarchal society, e.g. pre-Islamic society.⁵ Murdock⁶ on the other hand, regards brideprice as more than a compensatory mechanism to the parents for the loss of their daughter. It is commonly regarded as a guarantee that young wife will be well treated in her new home. If she is not, she can ordinarily return to her parents with the result that her husband forfeits his financial investment in her.⁷ Thus, we see that doweries or exchanges of property are frequently used in sacred societies to increase the stability in the extended family.

B. Secular Type

The secular society differs from the sacred in all the characteristics described above.

- (a) There is high degree of mental accessibility; that is, social ties of the local group are weakened to the point that in-group and out-group feelings are no more

⁴Engles Freidrick. The Origin of the Family. (London: Foreign Publishing House, 1954), p. 52.

⁵Smith Robenston W. Kinship and Marriage. (London: Adams and Charles Black, 1885), p. 85.

⁶Murdock George Peter. Social Structure. (New York: Macmillan Company, 1949), p. 21.

⁷This function is also regarded as the only true function of brideprice by Burrows M. "The Basis of Israelite Marriage" American Oriental Series. XV, 1936, p. 1-72.

functioning. Also, the old feelings of reverence to the past have vanished and provincialism is no longer regarded as virtue.

- (b) The structural feature of the society is a complex division of labour. Age grading is no longer a basis for organizing the society.
- (c) Family institutions tend to be smaller and more temporary. They are nuclear in character. The marriage relation is entered and dissolved at will with less parental control over the choice of mate. Dowery or brideprice appear less frequently and have no function as a compensation or security.

C. Inferred Changes in Contents of the Marriage Contracts

If it is true that the marriage pattern in Moslem Lebanon is changing from a sacred to a secular type, then the changes that are likely to appear in the marriage contracts from 1936 to 1956 are the following:

- (a) The contract would be drawn up more frequently by the couple themselves and less frequently by members of the extended family. This would be so if the extended family is decreasing in its control over the marriage.
- (b) Marriages within the same kin group (cousin marriages), or within the same locality would decrease. This would be due to the weakening in the in-group feeling and ethnocentrism.

- (c) Difference in age between the couples would decrease because the increasing personal basis of mate selection would favour marriages between individuals similar in age.
- (d) Mahr (brideprice) would appear less frequently and would tend to change its function from one of compensating the family to one of giving security to the bride. The amount of Mahr would tend to be low and would be paid in installment.

The specific problem of this study is to determine if changes like those inferred above did, in fact, occur from Islamic traditional pattern progressively through the pattern described by the 1936 contracts to the pattern described by the 1956 contracts.

III. Contents of Marriage Contracts

The content of the contracts was classified on the basis of the definitions described below.⁸

A. Amount and Type of Mahr

Mahr is an economic activity pursued during the drawing out the marriage contract between a bride and a bridegroom, or their agents, to serve partly as an obligatory payment imposed upon the bridegroom and

⁸ For further clarification of the definitions, refer to Appendix B.

as a reward for the bride. Mahr is divided into two parts: (a) the immediate or prompt payment and (b) the defferred amount. The immediate or prompt payment is the specific portion agreed upon by both parties to be paid in cash before, or at the time of writing the contracts. The defferred amount is the specific portion agreed upon by both parties to be paid if divorce takes place.

B. Time of Payment

This is defined as the time period in which the total amount of prompt mahr is paid. It is payable either in cash, kind or both before or at the time of drawing the contract, or in installments before marriage actually takes place. Lastly, it might include both cash and purchase in kind before the marriage ceremony.

C. Nature of the Payment in Kind

The nature of the payment in kind is usually agreed upon if it is bedroom furniture, saloon furniture, or jewelry. Bedroom furniture consists of mattresses, pillows cupboard and a bed. The saloon (sitting room) furniture consist of a couple of chairs tables, and a rug.

D. Degree of Relatedness of Spouses

Related Spouses are defined as parallel cousins or cross cousins. Parallel cousins are defined as those who have the same family name in the marriage contract while cross cousins are defined as those who are specified as such in the marriage contract.

E. Ages

Male and female ages are computed for each sex from the date of birth to the date of contract. The difference for the two sexes is computed in years from the age of the female to the age of the male.

F. Birth Place of both Spouses

Beirutee subjects are defined in this study as those born in Beirut vicinity. Lebanese are those born outside Beirut, but within Lebanon. Lastly, foreigners or outsiders are defined as those who came from countries other than Lebanon.

G. Agents

The agent is defined as that person who is legalized to play the role of another party or person. A legalized person is one who has been empowered for the enforcement of the Sharia Court proceedings. Agents for the bride or the bridegroom could be the father, brother, groom himself, bride herself, grandfather, relative, friend of the family or an official representative of the government.

H. Divorce Provisions

Divorce provisions define the husband's defferred obligations if divorce takes place at a future date to secure women's rights.

I. Place Where the Contract is Drawn

The place where the marriage contract was drawn at court
or at the bridegroom's house.

CHAPTER II

MARRIAGE IN ISLAM

I. Introduction

This chapter discusses the main features of Islamic laws in relation to mahr and the marriage institution, and the factors responsible for the persistence of these laws from old matrimonial features of pre-Islamic matriarchal society. In discussing marriage laws we attempt to present the reader with a descriptive picture of the prescribed marriage laws of the Koran. Towards the end of the chapter a description of the traditional and actual marriage patterns is included. These actual marriage patterns are the result of observations of different marriage situations that occurred in Beirut.

In discussing the nature of marriage in Islam, we shall limit ourselves to the four Suni marriage codes: Malki, Shafie, Hanafi, and Hanbali. These codes are very similar in their basic principles, differing only in such minor aspects such as the amount of payable mahr.

The sources used for preparing this chapter are: review of various books and articles written about this topic, interview with few authorities on the subject of Sharia (e.g. Zuhdi Yakin, a judge at Beirut Sharia Court; Muhammad Yamout, a judge at the Sharia Court in Beirut; Al-Raf'i, the execution judge at the Sharia Court in Beirut).

The rest of the material was drawn from the author's personal experience (being a Suni from Palestine) and social contacts.

* II. Marriage in the Pre-Islamic Period¹²

The two main types of marriages that were prevalent in pre-Islamic times were the Been'a and Ba'al. The Been'a marriage was the type in which the husband usually visited the wife who was living with her own clan. He called her Sadika or friend and she was entitled to a voluntary gift called Sadak. In such form of marriage the wife could have as many husbands as she wanted. Children born from this sort of marriage were arbitrarily attached to one of her several husbands. This arbitrary attachment was usually assigned by the mother.

In the Ba'al¹³ form of marriage, mahr was considered an essential mechanism to compensate the father of the girl. This Ba'al form of marriage could take place also as a temporary form of Muta' type of marriage.

* III. Mahr in Islam¹⁴

It was not until Islam came along that the purchase character of marriage was totally removed. Mahr as it was used in the Ba'al form of marriage was still a functioning unit. Its function was to raise the status of women in Islam. Thus Islam enforced mahr payment to the girl herself and not to her guardians, as they used to do in pre-Islamic

¹²Smith, Robertson W., Kinship and Marriage in Early Arabia, (London: Adam and Charles Black), 1907, pp. 92-102.

¹³Ba'al marriage is the type of marriage in which the bride leaves her clan and goes to her husband's tribe.

¹⁴The Encyclopedia of Islam, Vol. III (Leyden, Brill, p. 1953-36).

society.^{15*}

* Mahr, according to Moslem theory, is regarded as a consideration for marriage and is payable upon its consummation.¹⁶ Mahmoud Justice¹⁷ defined mahr as the total sum of money or property promised by the husband to be paid or delivered to the wife at the marriage ceremony. Even if nothing was delivered to the wife the law confers the right of mahr upon her. In such a case the amount which is decided on should be positively related to the woman's rank and status. Legally, mahr is classified into two types: The specific or Musama and the unspecified mahr Almathl. The specific mahr is the amount stipulated in the marriage contract. The unspecified mahr is not defined in the marriage contract, but follows the principles of the doctrine of suitability, normally and legally determined by reference to the position of women of equal status (e.g. the aunt or sister of the girl), or by reference to the bride's personal qualifications, such as her age, beauty, fortune, education and intelligence. *

* The specified amount of mahr is further divided into two types: prompt, and deferred. The specified prompt mahr is payable before the consummation of marriage; the deferred mahr is to be paid upon termination

¹⁵ Refer to Chapter I. Purchase marriage is defined when the money is given to the guardians of the girl and not to the girl herself.

¹⁶ Encyclopedia of Islam, op.cit., p. 138.

¹⁷ Mahmoud Justice, A moslem theologian lived at the end of the 19th century in India.

of the marriage relationship either through divorce or death. Mahr could take either or both forms, deferred or prompt. And although mahr is usually divided into prompt and deferred payments, no specific rule regulates its division. The traditional ratio of prompt to deferred is one to two (one third prompt, and two thirds deferred). *

Asaf Fyzee¹⁸ tried to support the view that marriage contract could not take place if there is no mahr. However, many other theologians do not support this view, and perceive mahr, no matter how nominal, as a legal necessity, and vital for the marriage contract. Fyzee also argues that mahr is not a purchase price, as some Arabic books regard it. If we refer to the actual colloquial Arabic language, we see that people refer to mahr as Hak,¹⁹ it is the bride's price.

A. Variations in functions of mahr in Islam

* The functions of mahr in Islam are classified into two types: social status and individual status.

1. Social status

Mahr is considered by many lawyers²⁰ as a token of respect, imposed on husbands, to enhance the social status of women. It

¹⁸Asa'af Fyzee: Outlines of Muhammadan Law (Calcutta: Oxford University Press, 1949) pp. 90-93.

¹⁹The literal meaning of Hak is a legal right to every Moslem bride (Refer to Chapter I).

²⁰Muhammad Raf'i, Zuhdi Yakin, and Mohammad Yamout, Judges at the Sharia Court in Beirut.

is a common custom among the high classes to ask for a high mahr, and although in many instances it is not delivered to the bride, yet it is considered as an essential mechanism to keep the prestige of the family. *

* Young people consider mahr a functional unit to reinforce traditions; others regard it as a public acknowledgement. In such cases mahr is stated in the marriage contract but never paid to the bride (Even if it is paid it may be spent on furnishing their future home). The concept of compensation is widely spread and for this reason we cannot go on without revealing some of the important factors (it is a popular feeling among several Moslem families in reference to the loss of their girl, to compensate through the presence of an economic advantage, or a change of one bride for another). This concept of compensation reveals wide variations in the amount of mahr. For example a large age difference between the two parties is usually compensated for by a relatively high mahr. Usually girls who are married to foreigners, or to men of a lower family status are compensated by a high mahr payment. *

* 2. Individual status

Mahr in Islam is conceived of as a protective element to ensure the economic security of women in case of termination of their marriage relationship. The deferred amount of mahr is regarded as a particular mechanism to check the husband's unlimited power of divorce.

Many theologians regard mahr as a first sign indicating responsibility towards the maintenance of a wife and a future home. Other theologians see it as a sign of compensation to the wife for her services.

It may be regarded as an exchange business for getting a wife. Nevertheless the bridegroom is supposed to provide the bride with an outfit Jehaz.²¹

Among the upper classes, mahr is paid at present in the form of a gift, e.g. "solitaire". Sometimes this is given with the mahr, so as to add to the girl's social prestige. *

B. Variations of the Amount of Mahr in Islam

* Moslem laws provide the individual with great freedom in determining the amount of mahr, usually agreed upon by both parties, the Hanafi and Malki laws fixed a minimum mahr amounting to ten and three dirhams respectively. Other variations in the amount of mahr depend on other personal qualifications or family status. *

C. Variations in Kind of Payment

* Each code in Islam has its own interpretation of this problem. Nevertheless, while jurists accept the payment of mahr in kind or in cash, others only accept Mal or wealth. Islam does not present a specific rule to follow. Usually, individuals follow the traditional pattern of their group or school of thought. *

D. Mahr and Property²²

* Mahr is legally recognized as the property of the wife, who enjoys the full right to dispose of it in whatever manner she likes. *

²¹ Hughes Thomas, Dictionary of Islam (New York: Scribner, Welford, 1885) pp. 315-318.

²² Ibid., p. 318.

The Sharia courts prohibit the disposal of a minor's mahr by her guardian. Legally minors are entitled to their mahr on reaching the age of puberty.

* Mahr is totally different from the bridal gift. A bridal gift is a voluntary gift, which becomes the property of the wife, and remains so even at the termination of the marriage relationship. To make it clear, mahr is legally considered the property of the wife, but she does not become entitled to it all until after the consumption or termination of marriage. If the termination of marriage takes place before cohabitation, women are entitled to only half of the amount of mahr.

According to Moslem theory mahr is a debt to be paid immediately at termination of the marriage relationship. *

E. Mahr and Marriage Institution or Marriage Bond

1. Definition of marriage relation in Islam

* Marriage in Islam is regarded as a civil contract similar to any contract. Abdul Kadir Sulayma supports²³ this point of view and regards the solemnized part of the contract with recitations from the Koranic law as a positively prescribed service for this occasion which were later introduced. Asaf Fyzee regards the real nature of marriage as an obscure phenomenon including both Ibada worship Mu'amala worldly affairs.²⁴ *
This concept is supported by several other lawyers and theologians.

²³Abdul Kadir Suleyma (an authority on Moslem law lived in the early 15th century in Iraq).

²⁴Asaf Fyzee, op.cit., p. 90.

* Muhammad Shakri in his book Muhammadan Law of Marriage and Divorce supported the view that although in Modern Law marriage is looked upon as a contractual relationship yet we cannot leave a marriage contract to be defined as such; it is more than a contract since it cannot be terminated at will by either party or by both. The Shafian school of thought also defines marriage relationship as an exclusive relationship of devotion to one another. *

2. Primary function of the marriage institution.²⁵

* Marriage is also regarded in Islam as an institution designed to preserve the chastity of man, and to protect him against evil temptations.²⁶ Marriage was emphasized primarily to legalize intercourse and to strengthen the marriage relationship. Indeed to conceive a comprehensive picture of marriage relationships we need to understand it from three dimensional points of view, legal, social and religious.

a. The legal term for marriage is Nikah and union. Some theologians call it Mulk al Mut'a meaning a special way of enjoying oneself or a special kind of devotional relationship between the spouses.²⁷

b. The social point of view provides married women with a relatively high status. Islam confers upon married women the legal right of managing their own property without the authority of their men

²⁵ Encyclopedia of Islam, op.cit., pp. 137-138.

²⁶ Ibid., p. 137.

²⁷ Shukri, Ahmed: Muhammadan Law of Marriage and Divorce, (New York: Columbia University Press, 1917), p. 21.

relatives. Although the law confers upon women the right to handle their own property independently, it demands full submission to their men. Some schools of thought accept women's right to impose restrictions on unlimited polygamy. Yet, all schools are not completely in agreement on this point.

c. Religiously, marriage is looked upon as an important, sacred duty; it is a blessed relationship, expected to be undertaken by every Moslem.²⁸ Celibacy in Islam is greatly condemned. Thus (we can assume) the socialization process in a Moslem society was mainly to train and prepare the child for marriage. *

3. Types of marriages in Islam

* There are two types of marriages in Islam: the valid, or regular marriage which we shall discuss below and muta' marriage. The muta' marriage, identified with pleasure, is looked upon as legalized prostitution. These marriages are characterized by a specified period of time stated in the marriage contract fixing the duration of such marital relation. This type of marriage is forbidden among Suni groups, although it is still practised in certain areas in Iraq.²⁹ *

4. Classification of marriage contracts

* Marriage contracts are classified by all Suni codes into

²⁸ Zuhdi Yakin, op.cit., (Arabic) p. 134.

²⁹ This type of marriage is still practised in Kabul, Afghanistan, and Najaf in Iraq, according to the persons we have interviewed from these areas.

three types: valid, void and irregular.³⁰ The validity of the first type is conceived of in the marriage contract itself. To be valid, a marriage contract should first take the form of a civil contract, proposed and accepted, between two competent parties. In case of incompetency of one of the two parties, e.g. underage or unsoundness of mind, the contract can be concluded by the guardian of incompetent party (her agent).

Where both parties are minors, the contract can be negotiated and concluded by their guardians. This pattern is often practised because early marriages are emphasized as part of the culture of this area.

Secondly, the proposal and acceptance take place in the presence of two male witnesses. Moslem law accepts women witnesses on condition that two women witnesses are equivalent to a male witness.³¹

Thirdly, mahr is essential in a marriage contract, it can either be stated or ignored.

Lastly, of primary importance to a marriage contract is that it should be explicitly clear and must indicate with reasonable certainty the agreement of marriage.

Marriage is regarded as void when one or both parties are unsuitable for each other, such as in the case of marriage between relatives, e.g. a man marrying the aunt of his wife. Such a union is called batil or void. *

³⁰Encyclopedia of Islam, op.cit., p. 137.

³¹The Shafian school of thought refuses to have women as witnesses.

*An irregular marriage in Islam is that which is not in accordance with the principle rules of the sharia, e.g. marriages without witnesses, or marriages of women undergoing idat,³² or marriages involving a fifth wife.³³ *

* 5. Women's rights in marriage

Islam provided women above puberty with the right of making their own marriage contracts. Nevertheless, certain modern codes (e.g. Shafies and Malkis) demand that the father or the guardian of the girl be the one who writes the marriage contract. The assumption is that the father or the guardian has greater wisdom to act on the girl's behalf. According to these codes the following can act as agents of women in writing marriage contracts:

- (a) Father
- (b) Grandfather
- (c) Brother
- (d) Government official
- (e) Cousin

Consent is considered by all sects a vital question to ensure the validity of the contract.

Theoretically enforcement of marriage is not accepted. Objection is still served by a minor, married by his/her guardian, to terminate

³²The Shafian enforces a seclusion period of 3 months on every widow or divorced woman.

³³The Shia group do not distinguish between irregular and void marriages.

his/her marriage contract on reaching puberty. The age of puberty for the Hanafis and Saif's is fifteen years. At present puberty age according to Lebanese laws is eighteen and seventeen years for girls and boys respectively.³⁴

The law allows women to possess and maintain their own property, and entitles them to the same standard of maintenance, comparable to that of their own families. *

* 6. Forms of valid marriage contracts³⁵

Marriage contracts can take various forms. Marriage contracts by proxy are often done among immigrants desirous of marrying a girl of their own peer group. The second form of marriage requires both parties to be present; this is known as a regular marriage form. The third type of marriage is undertaken by guardians of the prospective couple. *

* 7. Mahr and the General Doctrine of equality³⁶

Kafa'a or equality between both spouses is considered by a few schools of thought as one of the essential features for a valid marriage. This doctrine is operative in four aspects: family status, religion, character, wealth. This doctrine is important because it assumes that similarity between spouses leads exclusively to a happy marriage relationship. Moslem theologians apply this doctrine in order

³⁴Code of Personal Laws in Lebanon issued in 1954 (in Arabic)

³⁵Shukri, Ahmed: op.cit., pp. 52-56.

³⁶Ibid., p. 34.

to impose greater restrictions on the girl's freedom of choice. Some schools go so far as giving the guardian of the girl the power to terminate the marriage relationship on the grounds of unsuitability.

Although at present this doctrine of suitability is not functioning, its residues are still prevalent in this cultural area. The freedom of choice among women is often limited to the extent that marriage³⁷ can be done entirely between the suitor and the guardian of the girl. It is regarded as a purchase marriage, created by the unlimited power of man over his females and the degenerating position of women as a direct result of the harem institution.³⁸ *

IV. Traditional Marriage Patterns³⁹

A. Preliminary Arrangements Before Marriage

*

Marriage is regarded among Moslems as a positive duty; to neglect it without an acceptable excuse, subjects man to severe reproach. The number of wives a Moslem may have at a time is four free Moslem women and as many slaves and concubines as he can afford. The custom among upper classes of Moslem society was to have more than one wife at a time; among the middle classes, one was enough. In selecting a wife, man relies

³⁷ Among the Shafian school members.

³⁸ Khuda Bukhsh, Marriage and Family Life Among the Arabs, p. 57.

³⁹ Lane, E.W. The Modern Egyptians, London, J.M. Dent and Sons Ltd., 1908, pp. 113-198.

on his mother, some other female relatives or a professional female.

As a check to polygamy, Moslem laws allow the suitor to see the girl's face before marriage is formally concluded. But this liberty in a traditional society is seldom enjoyed. The seclusion of women in some areas go so far as to prohibit men from seeing his own niece.

A cousin is often chosen as a wife on account of her blood tie strongly binding her to her husband. Parity of rank is generally much regarded. A man is often unable to take as a wife the daughter of a person of different profession or trade unless the daughter is of lower class.⁴⁰

Although marriagable age for girls was between twelve and sixteen; ~~and~~ many a time a daughter was married at the age of ten or nine.⁴¹

The most important prerequisites for an ideal wife was piety, agreeableness in temper and manner, beauty of form, moderation in the amount of mahr required, modesty and contentment.⁴²

It is best to marry a virgin than a widowed woman. The latter is apt often to reproach her second husband for not living up to the expectations. In many areas divorced women or widows receive half the mahr normally paid to the virgin.⁴³ ★

⁴⁰ Ibid., p. 277.

⁴¹ Ibid., p. 228.

⁴² Ibid.

⁴³ Goodrich Freer, A., Arabs in Tent and Town (Edinburgh: The Dunedin Press Limited, 1924), p. 28.

* In traditional societies it is assumed that women are not allowed to write their own contracts since no significance is attached to their consent. The mahr is the required act to legalize the marriage contract.⁴⁴ The rise in the standards of living has tended to increase the amount of mahr to (20) twenty sterling pounds (as an average amount of dowry among middle classes). Two thirds of it is paid at the time of marriage; the remaining portion is only payable in case of divorce. *

B. Marriage Contract

* A marriage contract is mainly a verbal contract but at times a certificate is issued by the Kadee. The most blessed month for marriage ceremonies is Showaal and the most unpropitious month is Muharam. The only persons required to attend the marriage contract are the bridegroom's agent and the bride's agent, two male witnesses and the Kadee or Sheik. *

* The Kadee opens the ceremony by reciting few verses from the Koran and blessings from the traditions. Thereafter visitors recite the fatiha and the bridegroom's agent pays the mahr to the bride's agent. Then both agents seat themselves opposite each other holding each other's hands and raising their thumbs. Their hands are usually covered with a scarf or a plain white handkerchief. Then the Kadee dictates to each agent the words he should say, e.g. first betrothing the girl by specifying her name, secondly stating that she is a virgin and thirdly stating

⁴⁴ Lane E. W., op.cit., p. 229.

her mahr. Then the bridegroom's agent answers him by accepting the betrothal and calling the bridegroom's name. The words should be clear with no ambiguity. At last the marriage contract is concluded with a recitation of the fatiha. In a traditional society betrothal is done many years before the marriage contract; in most cases it is formulated during the infancy of the couple concerned. Nevertheless, the marriage contract and the betrothal can take place years before the wedding ceremony.*

*V. Present Day Marriage Patterns

A. Betrothal

Betrothal is not sufficient to make a marriage contract. It is permissible for either party to withdraw from this promise at any time. Nevertheless it is socially not acceptable. According to many jurists publicity of the marriage contract is essential for its validity. That is why the presence of at least two witnesses is necessary. Amer Ali recognizes a valid marriage ceremony should take place according to the prescribed customs of the cultural area where the marriage contract was written. *

B. Actual Marriage Pattern in Lebanon⁴⁵

* It is customary in Lebanon for a young man to hint directly or indirectly to his mother his desire to get married. Sometimes the parents of the young man, especially the mother play the special role

⁴⁵This piece of data is collected through observations of few marriage situations among urban people with reference to the writer's personal experience.

of convincing him that it is high time to get married. When he finally accepts the idea of marriage, he, accompanied by his mother, starts visiting and searching for a prospective bride. They both visit houses of people usually accompanied by few friends or a guide to show them available girls in their vicinity. Finally when a suitable one is found negotiations are started immediately. It is customary for the boy's mother to be the first to ask the hand of the young girl from the mother. The girl's mother, thereupon, plays the role of informing her husband about the suitor. If she sympathizes with the suitor she uses her influence to convince her husband to accept him. If the girl's father accepts, the mother immediately relays the message to the suitor's mother. Usually it is the women who play the important part in performing the first few steps in the negotiations. The period between the beginning of the negotiation and the final answer is usually not more than two or three weeks. Sometimes it may take months or years.

At the end of this phase, the man takes over to complete the second part of the negotiations. Part of his work is to settle the important questions of mahr and other related conditions. The male relatives of the young man arrange for an appointment with the girl's father and go as a group to propose the marriage formally. In this ceremony the groom's father asks for the hand of the girl in marriage to his son. Afterwards they read the Fatiha (1st sura in the Koran), coffee is then served as a sign of agreement. Before leaving, the father of the bridegroom or the eldest in the family asks the girl's

father to appoint a date for the marriage contract. Usually both groups agree on a suitable date. Sometimes this is done by a special visit to the bridegroom's mother to the bride's home. This, however, differs according to the local custom. The time lapse may also differ according to the local custom of the area. In Lebanon it is customary to arrange for the marriage contract immediately after betrothal in order to protect the girl's honor. Custom provides no specification as to the time and place of betrothal. Among urban people betrothal takes place nowadays at a much later age than before. This is due to the extensive educational requirements of modern society.

At present the usual custom among families is to have engagement ceremony take place two or three weeks later. The procedure followed in writing a marriage contract consist of three legal conditions: first, the father of the groom, the groom, or the muktar has to ask the kadee for permission to marry. This proposal is publicly displayed in the court for ten days. If no objections to the marriage are raised, the marriage procedure can be smoothly completed. In case objections are raised, the kadee uses discretion in accepting or refusing such objections. In the meantime the couple is medically examined to determine their physical fitness. Then they must produce their identity cards from the civil service office. When these conditions are fulfilled the bride's father or the young man invites his male friends to his house in celebration of the marriage contract. *

C. Procedure of the Marriage Contract

* The kadee or sheikh is invited to come to the male's house to write the contract. The girl, her mother and few friends and relatives are also invited to the male's house. Usually before writing the contract the kadee tries to emphasize the sayings of Muhammad about the importance of marriage. He reads then surat "Al Rume", verse 21 as an opening for the marriage procedure. If the woman is not present but her guardians, the sheik asks the guardian to show him the girl. He usually does this in order to verify the acceptance of her guardian, and of her bridegroom as a future husband. Silence on the part of the girl is regarded as a sign of acceptance in Islam. The kadee then enters a second room where people are waiting and writes the contract in the presence of four witnesses two representing each side. Usually all conditions laid in the contract if any together with mahr are agreed upon beforehand during earlier negotiations. The contract is finally concluded by a proposal on the part of the bridegroom and by acceptance of the bride. In case the two parties disagree on some of the conditions, or on the mahr, both then confer with the kadee for purposes of coming to new agreement.

After the marriage contract is concluded, the kadee blesses this marriage and recites the Fatiha. Immediately after the conclusion of the marriage contract, sweets are offered first to the kadee and then to the visitors. The kadee then congratulates the bridegroom, his father and relatives. Before leaving he is paid the official fee for writing

the contract by the father of the bridegroom, or by the bridegroom himself. The bridegroom then enters the bride's room and presents her with jewelry.

After the marriage contract is concluded the bridegroom has the right to see his bride and to take her out chaperoned or unchaperoned as the circumstances warrant. During this period he usually offers her many gifts. This period is called the engagement period which may extend from one month to one year. In some cases it might last two or more years. Yet sometimes the marriage contract takes place the same day or one day before the wedding ceremony. This period is used by the young man to prepare the furniture of the future household and by the bride to prepare her outfit. When both are ready the bridegroom agrees with the bride's family to set a date so that invitations can be sent out.

On the wedding day some relatives of the bridegroom go and bring the bride from her father's house to his house. The wedding ceremony takes place in the bridegroom's house: songs are sung, and music is played; sometimes professional dancers and singers are brought solely for prestige of the couple and their families. Usually the bride is seated on a special seat with flowers all around her, while the rest sing and dance before her. In the evening the bridegroom enters and walks directly to the bride's side and moves the wedding ring from right to the left finger. He usually presents her with more jewelry and sits beside her for a while. If he is not well to do he

takes her in a car with all the visitors for a drive around Beirut; but if a honeymoon has been planned they leave early. Nowadays the custom especially among the middle class is to make a wedding ceremony in hotels or public places where visitors can be easily entertained. *

CHAPTER III

M E T H O D O L O G Y

I. Introduction

This investigation, restricted to the Suni group, was carried out in the city of Beirut. Relevant data was obtained from officially documented marriage contracts concluded in 1936 and 1956. In the process of this investigation, expenses amounting to LL. 40 were incurred.

II. Collection of Data

Microfilming was used as a major tool for collecting data. It avoided the inconvenience of the copying process, which requires strenuous effort, time and money, and is of course subject to copying errors which might introduce a certain amount of bias. Both the universe and the samples of 1936 and 1956 respectively were microfilmed.

A. Universe

The legally registered Suni marriage contracts of Beirut during 1936 and 1956 were studied.

The number of the 1936 group was extremely small, and in order to equalize both the 1936 and 1956 sample, the whole universe of 1936, which included 213 marriage contracts, was taken.

The universe of the 1956 group was 1472 marriage contracts and was obtained from the Suni Jurisprudence Court of Beirut. The whole

universe of 1936 and the sample of 1956 were microfilmed at the Medical Library of the American University of Beirut on March 29, 1957.

B. The Sample

The sample of 1956 contracts was selected in such a way that every seventh contract was taken. The number of contracts taken from 1956 records totalled 210 cases.

For determining the adequacy of the sample, the standard error was computed from the mean of the distribution of prompt marriage payments, which is equal to LL. 1616.25. The standard error of the mean of the sample was 109.3. The 0.95 confidence limits of the mean of the whole populations is as follows: $1401.922 < \mu < 1830.572$.⁴⁶

III. Tabulation and Summarizing Process

A. Coding, Pretest and Summary Sheets

Classification of the data in the marriage contract was by simple coding. The data at hand was already classified into fifteen categories. All of the 15 characteristics used in this study were recorded on each marriage contract. In most cases, the characteristics were pre-classified and merely had to be recorded. In the case of the mahr itself, on the other hand, the various classifications of mahr had to be determined by careful reading of the content of the contract.

⁴⁶The formula used for computing the standard error of the mean is the following:

$$Q_x = \frac{S}{\sqrt{N-1}}$$

$$S = 1584.8$$

$$N = 210$$

The process of classifying mahr payment was divided into three parts: marriage or prompt payment; divorce or deferred payment; and total payment. The prompt payment is again divided into two categories, payments in kind, and payment in cash.

After designing a preliminary code sheet we submitted it to a pretest. The pretest was conducted to ascertain whether the fifteen categories adequately exhaust the content of the marriage contracts. Ten contracts selected from each of the sample and universe were translated for inclusion in the contracts to determine the items to be included in the code sheet. Each item in the marriage contract was given a synonymous number in the code sheet.

The 423 marriage contracts were unwieldy for analysis and summary sheets were prepared to handle the data.

The sheet for each marriage contract⁴⁷ was filled directly from the photostatic marriage contracts.

B. The Method Used for Organizing the Data

The data included in this study represents two kinds: quantitative and qualitative. The qualitative data was grouped according to the specified items of the marriage contract, whilst the quantitative data was grouped in accordance with the following method.⁴⁸

⁴⁷Refer to Appendix A.

⁴⁸This method was used to group quantitative data into qualitative categories as in Chapter V. In Chapter IV quantitative data was presented primarily to show its distribution.

The starting point for condensing and summarizing the quantitative characteristics or variables (female's age, male's age, age differential between the spouses, prompt payments, deferred payments, and total payments) on enumerable, or measurable characteristics of a series of units is to categorize them in frequency distribution categories. The method for determining the units in a frequency distribution for this study is characterized by multiple modes. Proceeding from the unit of the least amount, all units up to, but not including the first modal frequency, are included.

Proceeding in the same direction, as in the first category, we begin with the unit of the first major modal frequency and include all other units up to, but not including the unit of the second major modal frequency. This operation is repeated for each major modal frequency until the last major category is reached. In the final group, we begin with the last major modal frequency and include all subsequent units, the highest as well as the lowest, until the highest, for which there exists some frequency, has been included.⁴⁹

IV. Design for Description and Interpretation

A. Factors to be Investigated

This research sought information relevant to changing marriage practises between 1936 and 1956 concerning mahr. The factors

⁴⁹The assembling of data according to this method was done by the help of Professor Thomas Mathews and Edward Dawson of the American University of Beirut.

described are the male's age, the female's age, age differential between the spouses, as well as the birth place of the male or the female, the divorce payment, and the time of payment, the area where the contract was drawn, and the male's or the female's agents.

B. Description of Analysis

This study is mainly descriptive, and is analyzed in two parts. Part one, in Chapter IV, concerns itself mainly with a comparison of the same variables for 1936 and 1956. Its purpose is to determine whether a change has occurred in the traditional pattern of 1936. The method employed for comparing the variables of 1936 and 1956 required a computation of two-percentage distributions for each characteristic. Comparison between these pairs of distributions was presented in tabular form.

To compare the universe and the sample of 1936 and 1956 respectively, the confidence limits of the sampling distribution of the proportions of the 1956 sample were computed at .95 level. (The formula $P_s - P_1 = 1.96 \frac{p \cdot q}{N}$ was used in computing the confidence limits for the sampling of the proportions).

Part two⁵⁰ which concerns itself with the description of association was presented in contingency tables in Chapter V. Mahr is treated as the dependent variable. The other characteristics were treated as

⁵⁰The data which we are manipulating is classified in form. It is best presented for a complex descriptive study in contingency tables. Tables for the years 1936 and 1956 were separately presented.

independent variables.⁵¹

The following statistical techniques were used:

T = To measure the degree of association

χ^2 = Chi square was used to determine whether the relationships were too great to attribute to chance.

Interpretations concerning contingency tables were primarily based on chi square and coefficient of contingency.⁵²

⁵¹Enumerated above.

⁵²The formulas used for coefficient of contingency (T) and chi square are the following: $T = \frac{\phi^2}{\sqrt{(S-1)(t-1)}}$

$$\text{Chi square} = \chi^2 = \frac{(f - f-c)^2}{fc}$$

CHAPTER IV

PATTERNS OF CHANGE 1936, 1956

I. Introduction

In this chapter the author tries to present a brief survey of the exact nature of the marriage contract in the years 1936 and 1956. In order to review the patterns of change, we have to review the dominant patterns of mahr in a traditional society.

The subject of this chapter is the degree and direction of change of the nature of mahr. In order to organize the statements about these changes, three-time periods have been abstracted: the first is the indefinite period previous to 1936; the patterns surrounding marriages taking place during this period are called "traditionalistic" in nature, and are inferred from the known traditions. The second is the year 1936; the pattern surrounding marriages taking place in this year are called "traditional". The third is the year 1956; the patterns surrounding marriages taking place in this year are called "transitional".

Comparisons in this chapter are organized in the following manner. First, the traditionalistic pattern is described. Then the patterns for 1936 and 1956, as described by the data from the marriage contracts, are compared with the traditionalistic patterns. Conclusions are reached about the degree and direction of change from 1936 to 1956, using the traditionalistic pattern as the point of origin.

Before presenting the findings, we had better present a brief explanatory word about the small number of marriages contracted in 1936. This may be interpreted in terms of two factors. First, it might have been due to the fact that the city of Beirut was quite restricted in terms of size, population and immigration. Secondly, the country itself was coming out of an economic depression and had not yet flourished enough to function normally.

II. Presentation of Findings

A. Degree of Relatedness

The accepted norm in a traditionalistic society is that cousin marriages are more likely to occur for purposes of solidifying kinship relations. In many areas in the Arab countries (e.g. Palestinian villages),⁵³ male cousins have a first claim on their female cousins; some sayings go as far as giving him the right of taking her away from the Hodaj⁵⁴ while on her way to the bridegroom.

Table I shows that the number of cousin marriages that occurred in both years, 1936 and 1956, were very few. It also seems to indicate that the number of cousin marriages in 1956 was slightly higher than that of 1936. However, this relatively slight difference could be attributed

⁵³ Granqvist Hilma, Marriage Conditions in a Palestinian Village (Helsingfors: Centraltyckeri och bokbinderi, 1931) p. 91.

⁵⁴ The Hodaj is the camel which takes a bride from her home to the bridegroom's house.

TABLE I

FREQUENCY DISTRIBUTION OF THE DEGREE OF RELATEDNESS
OF THE SPOUSES FOR THE YEARS 1936, 1956

Degree of the Relatedness of the Spouses	1936		1956		
	No. of Cases	% Percent	No. of Cases	% Percent	95% Confidence Limit
A = not related	198	93	189	89	+ 04.25
B = related or parallel cousins	15	7	21	11	+ 04.25
Total	213	100%	210	100%	

to sampling error in the 1956 figure.⁵⁵

B. Age⁵⁶

1. Males age

The traditional norm is that males marry at an early age, ~~soon after puberty~~. It is even earlier for the females.

Table II indicates that in 1936, 26% of the known cases involved males aged 35 and above, whereas in 1956 this proportion decreased to 19%. On the other hand the same table shows that the proportion of males

⁵⁵ Proceeding from Table I the confidence at .95 level were computed for the sampling distribution of the proportions of the sample 1956. This is presented in the last column of each table.

⁵⁶ The main limitations of the data on this subject (Tables II, III and IV) are: (a) the difficulty of ascertaining if all were first marriages; (b) no mention of age in 53 cases was made.

TABLE II⁵⁷

FREQUENCY DISTRIBUTION OF MALES AGE IN 1936, 1956

Males Age	1936			1956			
	No. of Cases	%	% Of The Known Cases	No. of Cases	%	% Of The Known Cases	95% Confidence Level
35 & above	54	25	26	26	14	19	$\pm .0620$
29 - 34	53	25	25	42	20	26	$\pm .0685$
25 - 28	55	26	27	42	20	26	$\pm .0685$
17 - 24	46	22	22	44	21	29	$\pm .072$
Unknown	5	2		53	25		
Total	213	100.0	100.0	210	100.0	100.0	

$$\bar{x} = 31.2$$

$$\bar{x} = 30$$

$$S^2 = 83.7$$

$$S^2 = 61.7$$

$$S = 9.1$$

$$S = 7.9$$

$$O = .550$$

falling within the age range 17-24 years had slightly increased from 22% in 1936 to 29% in 1956. These findings, together with the established fact

⁵⁷ \bar{x} , S^2 , S were computed for the known cases only. The following formula was used for computing the standard error of all the variables (Table II)

$$O\bar{x} = \frac{S}{\sqrt{N-1}}, \quad S = \text{standard deviation} \\ N = 157$$

TABLE III
 FREQUENCY DISTRIBUTION OF FEMALES AGE IN 1936, 1956

Females Marriage Age	1936			1956			
	No. of Cases	%	% Of The Known Cases	No. of Cases	%	% Of The Known Cases	95% Confi dence Level
25 & above	47	25	22	41	19	26	+ - .068
20 - 24	53	26	25	39	19	24	+ - .066
16 - 19	56	25	27	67	32	42	+ - .077
10 - 15	54	22	26	12	6	8	+ - .042
Unknown	3	2		51	24		
Total	213	100.0	100.0	210	100.0	100.0	

$$\bar{x} = 20.12$$

$$s^2 = 82$$

$$s = 9$$

$$\bar{x} = 22.1$$

$$s^2 = 36.4$$

$$s = 6.2$$

$$O\bar{x} = 0.429$$

concerning the mean (which shows that in 1936 it was 31.2 and 30 in 1956) indicate that the marriage age had slightly gone down.

2. Females age

The fact that the 1936 mean was 20.12 and that of 1956 was 22.1 (Table III) shows that the marriage age of females had been slightly increasing. This difference in the mean was primarily due to the appreciable decline in the habit of marrying girls younger than 16

years of age and to the increase in number of marriages in the 16-19 age groups.

3. Age difference

Table IV indicates that 28% of all the cases in 1936 had age differences of 15 years and above; whilst in 1956 only 12% of such cases were registered. The mean for the two year of 1936 and 1956 was 11.7 and 9.2 respectively. These percentages indicate that the age differential between the spouses has been slightly declining.

C. Birth Place of the Spouses

The classification used for birth place is based on the traditional pattern in which endogamy rules sexual relations. Thus in a traditional society people are more likely to choose their marriage partners from within their groups.

The classification⁵⁸ used in Tables V and VI is presented according to geographical areas; (a) for those who are born in Beirut; (b) for Lebanese from outside Beirut; and (c) for non-Lebanese. The word endogamy is used to define all cases where marriage takes place in the same geographical areas, e.g. intra-city marriages are regarded as endogamous marriages.

Tables V-A, V-B, and VI show that in 1956 the number of people, born outside of Beirut, but who were married in Beirut was greater than

⁵⁸ The scheme was classified according to the birth place of the married partner.

TABLE IV⁵⁹

FREQUENCY DISTRIBUTION OF AGE DIFFERENCE BETWEEN THE SPOUSES IN 1936 AND IN 1956

Age Difference Between Spouses	1936		1956		
	No.Of Cases	% Of The Known Cases	No.Of Cases	% Of The Known Cases	95% Confidence Limits
Males Older					
15 and above	57	27	19	12	$\pm .051$
10 - 14	45	22	40	25	$\pm .068$
5 - 9	54	26	45	29	$\pm .071$
0 - 4	36	17	42	27	$\pm .069$
Females Older					
0 - 4	6	3	8	5	$\pm .034$
5 - 9	9	4	3	2	$\pm .022$
10 - 14	1	.5	0	0	0
15 and above	1	.5	0	0	0
Unknown Cases	6		53		
Total	213	100	210	100	

$$\bar{x} = 11.7$$

$$S^2 = 72.6$$

$$S = 8.6$$

$$\bar{x} = 9.2$$

$$S^2 = 41.44$$

$$S = 6.4$$

$$Ox = 443$$

⁵⁹The computation of \bar{x} , S^2 , S and Ox was limited only to the cases where the males are older than the females.

TABLE V-A
 FREQUENCY DISTRIBUTION OF FEMALES BIRTH PLACE
 FOR THE YEARS 1936, 1956

Females Birth ⁶⁰ Place	1936		1956		
	No.Of Cases	%	No.Of Cases	%	95% Confi dence Level
A. Beirut	191	90	135	64	+ 06.5
B. Not from Beirut But from Lebanon	11	5	28	13	+ 04.6
C. Outside of Lebanon	11	5	47	23	+ 05.7
Total	213	100.0	210	100.0	

TABLE V-B
 FREQUENCY DISTRIBUTION OF MALES BIRTH PLACE
 FOR THE YEARS 1936, 1956

Males Birth Place	1936		1956		
	No.Of Cases	%	No.Of Cases	%	95% Confi dence Level
A. Beirut	176	83	127	60	+ 06.6
B. Not from Beirut But from Lebanon	6	3	22	11	+ 04.25
C. Outside of Lebanon	31	14	61	29	+ 06.2
Total	213	100.0	210	100.0	

⁶⁰A, B, C, in Tables V-A and V-B are symbols given to the code sheet to summarize the birth classification scheme, (refer to the Appendix).

that of 1936. Table VI shows no decline in endogamy by birth-place (rows 1, 2 and 3 of Table VI add up to 77% for 1936, and 78% for 1956).

TABLE VI

FREQUENCY DISTRIBUTION OF MARRIED INDIVIDUALS ACCORDING
TO THEIR BIRTH PLACE FOR THE YEARS
1936, 1956

Birth Place of the Spouses	1936		1956		
	No. of Cases	%	No. of Cases	%	95% Confi dence Level
Beirut & Beirut	158	75	118	56	+ 06.7
Lebanon & Lebanon	2	1	14	7	+ 03.4
Outside of Lebanon & Outside of Lebanon	3	1	31	15	+ 04.8
Beirut & Lebanon	12	5	10	5	+ 02.95
Beirut & Outside of Lebanon	36	17	26	12	+ 04.4
Lebanon & Outside of Lebanon	2	1	11	5	+ 02.95
Total	213	100.0	210	100.0	

D. Agents

Traditional patterns dictate the agent's position in a marriage contract to protect the female's interest; this is based on the assumption that women are weak and unable to defend themselves. The

Sharia law provides that the girl's nearest relative should act as her agent in writing the marriage contract, a fact which has often been used to force girls into marriage.

TABLE VII
FREQUENCY DISTRIBUTION OF MALES AGENTS FOR THE YEARS
1936, 1956

Code Symbols Given to the Marriage Agents	Male Agents	1936		1956		
		No.Of Cases	%	No.Of Cases	%	95% Confi dence Level
A	Agent Himself	87	41	128	61	+ 06.6
C	Agent Father	32	15	43	20	+ 05.4
D	Agent Grandfather	40	19	14	7	+ 03.4
B	Agent Brother	10	4	14	7	+ 03.4
F	Agent is the Friend of the Family	42	20	11	5	+ 029.5
E	Agent an Official Representative of The Government	2	1			
Total		213	100	210	100	

Table VII indicates that in 1936 and 1956 a high percentage of cases in which males acted as their own agents was found. In category A, where the male is his own agent, the number of cases increased by 70%

in 1956, on the other hand the Table indicates a decline in the pattern where agents, such as the grandfather, a government official, or a family friend act as one's agent. For example, while the number of grandfather or family friends acting as agents totalled 19% and 20% respectively, in 1956 these percentages dropped to 7% and 5% respectively. Yet the Table indicates a slight increase in the 1956 cases where fathers and brothers acted as agents. In 1936 the number of cases where fathers and brothers acted as agents amounted to 15% and 4% respectively; in 1956 there was a slight appreciation in this pattern amounting to 20% for the fathers and 7% for the brothers.

Table VIII on page 47 shows that there was an increase in the number of cases where the father and the bride herself acted as agents (see columns 1 and 2 in the Table). It also shows a slight decrease in the cases where family friends and all others (grandfathers, brothers and official representatives) acted as agents for the bride (refer to columns 3, 4, 5 and 6 this time).

E. Mahr

Mahr in Islam is highly variable, in actual practice it is assumed to be paid according to the social status of the family, among few families a nominal amount is paid in order to legalize the marriage contract. Variation in mahr payment is not only limited to family status but is also due to personal qualifications of the female, e.g. age, beauty, and character.

TABLE VIII
 FREQUENCY DISTRIBUTION OF FEMALES AGENTS FOR THE YEARS
 1936, 1956

Code Symbols Given to the Marriage Agents	Female Agents	1936		1956		
		No.Of Cases	%	No.Of Cases	%	95% Confi dence Limits
A	Agent Herself	22	10	36	17	+ 05.1
C	Agent Father	74	36	108	52	+ 06.8
D	Agent Grandfather	48	22	36	17	+ 05.1
B	Agent Brother	25	11	17	8	+ 03.7
F	Agent is the Friend of the Family	34	16	11	5	+ 02.95
E	Agent an Official Representative of The Government	10	5	2	1	
Total		213	100	210	100	

Comparisons of mahr payments in 1936, and 1956 brings out the question concerning the differences in the prevalent currency in circulation. In 1936 the unit money was the Othoman pound; in 1956 the Lebanese pound was in circulation. It is impossible to equate both currencies because of lack of information about the 1936 purchasing power of the Othoman golden pound in Lebanon. All what is available is the value of the 1939 sterling golden pound in Geneva. On the basis of

our assumption that the 1936 Othoman golden pound is equal in value to the sterling golden pound of 1939 we can roughly equate both currencies.⁶¹

Another method was used to compare 1936 mahr payments with that of 1956 on the basis of proportions. This method failed to work out because of diversions in the classification scheme of 1936 and 1956.

To solve this problem, graphic tables were presented for each of 1936 and 1956 mahr payments (prompt, deferred, and total payments). The graphic presentation shows the shape of the distributions of both years, which is shown to be skewed for the prompt, deferred and total payments. This is shown in the graph itself and is also indicated by the mean which is smaller than the standard deviation.

The trend as shown in Table IX on page 49 is moving towards stipulation for higher divorce payment than for marriage payment (refer to category 5/2 and above, 11.7% cases in 1936 and 20% in 1956). It also shows no systematic pattern for 1936 and 1956 with respect to the ratios of marriage to divorce payments. It indicates that the ratio of marriage payments to divorce payments lying between 1 and 4/3 was quite high in both years (34% and 36% of the cases in 1936 and 1956 respectively).

F. Time of Payments

Mahr payments are usually settled before the wedding ceremony takes place. They are settled either before the marriage contract

⁶¹ The figures in brackets in the graphs are the Othoman golden pounds that were changed to Lebanese pounds. The Sterling golden pound was equal to LL. 16.42. (Refer to Appendix D).

TABLE IX⁶²

FREQUENCY DISTRIBUTION OF THE RATIO OF THE DIVORCE PAYMENT
TO THE MARRIAGE PAYMENT, 1936, 1956

Divorce Payment Divided by Marriage Payment	1936		1956		
	No.Of Cases	%	No.Of Cases	%	95% Confi dence Limit
52 and above	25	11.7	42	20	+ 05.4
2/1 - 7/3	35	16.4	47	22	+ 05.6
3/2 - 5/3	36	16.9	19	9	+ 03.5
1/1 - 4/3	72	34.0	65	31	+ 06.3
Below 10/11	45	21.0	37	18	+ 05.2
Total	213	100.0	210	100.0	

is written or before the wedding ceremony. (Usually in the Near East, marriage contracts are written separate from the wedding. The wedding ceremony usually takes place after the Aked or marriage contract is written. This is done to protect the honor of the family).

We assume that payments before writing the contract are in cash, after in installments. Table X on page 50 shows that there is an increasing trend from 5% in 1936 to 39% in 1956 in the percentage of

⁶² Cases with no mention of divorce payment and marriage payment were included in computing Table IX. Ratios are presented in the marriage contract.

cases paid in installments. It also shows a decreasing trend from 95% in 1936 to 61% in 1956 in the percentage of cases paid in cash.

TABLE X
FREQUENCY DISTRIBUTION OF THE TIME OF PAYMENTS
FOR THE YEARS 1936, 1956

Time of Payments	1936		1956		
	No.Of Cases	% of the Known Cases	No.Of Cases	% of the Known Cases	95% Confidence Limit
A. <u>Mahr</u> payments before writing the marriage contract or <u>Aked</u>	201	95	124	61	+ 06.7
B. <u>Mahr</u> payments before the wedding ceremony or after writing the marriage contract (<u>Aked</u>)	9	5	79	39	+ 06.7
Unknown	3		7		
Total	213	100	210	100	

G. Kind of Payment

The usual manner for mahr payment is money. Payments in kind vary; some pay it in jewelry, others pay it in household furniture. We assume that these kinds of mahr payments in furniture takes place among people with a lower socio-economic status.

Table XI shows a declining trend in the traditional form of paying. While in 1936 only five per cent of the cases paid in kind, in 1956 this percentage increased to nineteen.

We also see that in 1956 the cases of payments in kind were greater for bedroom furnishings than for others. In 1936 only two per cent paid their mahr in the form of furniture for their future household, whilst in 1956 fourteen per cent did so.

TABLE XI
FREQUENCY DISTRIBUTION OF THE KIND OF MAHR PAYMENT
FOR THE YEARS 1936, 1956

Kinds of <u>Mahr</u> Payments	1936		1956		
	No.Of Cases	%	No.Of Cases	%	95% Confidence Limits
A. Cash Payments	201	95	169	81	+ 05.3
B. Bedroom Furnishings	3	2	23	11	+ 04.25
C. Bedroom and Saloon Furnishings	1		7	3	+ 02.3
D. Jewelry	7	3	11	5	
Unknown	1				
Total	213	100	210	100	

TABLE XII

FREQUENCY DISTRIBUTION OF THE PLACE WHERE THE MARRIAGE CONTRACTS
WERE WRITTEN FOR THE YEARS 1936 and 1956

Place Where the Marriage Contract Took Place	1936		1956		
	No.Of Cases	%	No.Of Cases	%	95% Confi dence Limit
A. At the Bridegroom's Home or Relatives' Home	206	97	149	75	+ 06.2
B. At Court	6	3	50	25	+ 06.2
No Mention of the Place of the Payment	1		11		
Total	213	100	210	100	

H. Place of the Contract

Each cultural area has its own tradition concerning this practice. Islam provides no limitation. Traditional behavior concerning the place where a marriage contract should be written is prescribed in the actual practice of people. In Beirut it is usually written at the bridegroom's father's house. Contracts that are written at court are conceived as marriages against the wish of the parents; or due to economic reasons.

Table XII indicates that there is a change in the traditional marriage patterns. More marriages were conducted in court in 1956 (24%), than in 1936 (3%).

III. Interpretations

In this chapter we find that the marriage contract is becoming slightly a personal affair of the two individuals concerned rather than the whole family group. This is due to the fact that family groupings are transforming from an extended to a nuclear family which are manifested in the following major changes in the marriage patterns recorded in the marriage contract.

Table I indicates more cousin marriages in 1956 than in 1936, yet we see that in both years the percentage of cousin marriages is very low. This fact of few cousin marriages in 1936 and 1956 indicates a breakdown of relationship in an extended family or in blood relationship. The pattern of males and females age of 1956 is deviating slightly from the traditional pattern. Table II indicates that the age of males is decreasing from the actual traditional pattern of 1936 in which males married at a late age. Table III indicates, on the other hand a slight increase in females age. The 1956 females age distribution (Table III) shows only 12 cases below the age of fifteen were married. This indicates that the ages differential between married couples were narrowing down. Table IV supports this conclusion.

The agents position in a marriage contract is essential in a traditional society. Today we see among males and slightly among females an increase in the percentage of those who act as their own agents (refer to Tables VII and VIII). Nevertheless, there is among females an

increasing trend or intensified pattern for the father to act as the agent of his daughter. This may be due to the fact that the father only plays the leading role of the acceptor of the marriage rather than the whole extended family group (In a traditional society the whole family group have a vote in the marriage of one of their daughters).

Table IX indicates that the ratio of divorce payment to marriage payment is increasing which might be due to the fact that the deferred payment is regarded as a mechanism for personal security against divorce.

Table X indicates that between 1936 and 1956 there developed an increased tendency toward the payment of mahr on installment basis. On the other hand, Table XI indicates a slight increase in the number of cases where payment is made in kind, mainly in furniture. The logical interpretation is that as the age differential decreases, males ability to pay high mahr becomes limited.

Primary attention is paid to provide household furniture for their new house. Even if the bridegroom does not pay the mahr in the form of household furniture, he manages to pay it on installment basis before the wedding ceremony takes place. These patterns indicate that the function of mahr is no longer regarded as a compensation for the father of the bride but as a sum provided for the future security of the couple.

Lastly, Tables VII and VIII indicate that in 1956 there were increasing cases of males and females acting as their own agents. On the other hand, Table XII indicates increased cases where marriage

contracts were written in court. These patterns indicate that more and more marriages were taking place outside the sphere of extended family. They were performed in court to reduce the expenses of the Aked or contract ceremonies.

CHAPTER V

MAHR AND OTHER FACTORS

I. Introduction

Changes that had occurred in the main parts of a marriage contract have already been discussed. In this chapter the analysis will primarily concentrate on finding the magnitude and the direction of relationship of mahr payment to other main factors.

Mahr calculated in this chapter is the "prompt payment" only. The prompt payment is used because it is more socially acceptable in the eyes of people and also affords the ready cash for the wedding expenses. Prompt payments also are talked about among people much more in their conversations than the other types of payments which are deferred and total payments.

Mahr is classified into four groupings. These groupings depend upon their modal frequencies which have been referred to previously, in Chapter III.

The investigation of these relationships was guided by a set of a priori hypotheses. The presentation of the relationship between mahr and each factor is introduced by a brief statement of the hypothesis.

II. Presentation of Data¹

¹Tables referred to in this chapter are in Appendix A.

A. Marriage Payment and Relatedness

Hilma Granqvist in her book the study of Marriage in a Palestinian Village points out that a low mahr is customary when marriage takes place between two cousins.⁶³ On the other hand, Hamed Amar in his study of an Egyptian village⁶⁴ states that in every marriage which takes place in the village whether it is a cousin marriage or not a total mahr of thirty Egyptian pounds are paid for each bride. In order to find out whether a relationship exists between the amount of mahr and cousin marriages the means for the related and non-related parties were computed for each year - 1936 and 1956. Table XIII-A⁶⁵ indicates that the means in the case of the related parties are less than the mean in the case of the unrelated. The probability of getting a difference this large for XIII-B, 1956, by sampling error alone is 1936; this indicates that the difference is not statistically significant at the .05 level.⁶⁶

B. Relationship of Mahr to Age⁶⁷

⁶³Granqvist, Hilma. Marriage in a Palestinian Village. Helsingfors, 1931, p. 90.

⁶⁴Amar, Hamed. Growing up in an Egyptian Village. (London), 1951, p. 194.

⁶⁵The chi-square was not computed for Table XIV because the number of cases in each cell is below five.

⁶⁶The standard error of the difference between the means were computed by the following formula:

$$\begin{aligned} S^1 &= 1552.7 & n^1 &= 21 \\ S^2 &= 1054.6 & n^2 &= 189 \end{aligned}$$

$$\sigma_{x_1 - x_2} = \sqrt{\frac{S^1}{N_1 - 1} + \frac{S^2}{N_2 - 1}}$$

⁶⁷The data was presented in contingency tables because it is regarded as the best method for presenting relationships in qualitative data. (χ^2) chi-square as the best measure of the existence or reliability of difference from non-related or chance distribution, was computed in this chapter. It also provides us with a preliminary step for the computation of contingency of coefficient to find the degree of relationship.

1. Males age and mahr

The hypothesis concerning the relationship between males age and mahr asserts that there is a positive relationship (the higher the males age the higher the payment.) But this hypothesis does not seem to hold true in so far as the direction of the relationship is concerned. However, Table XIV-A and B do indicate that there is a relationship between the two variables by virtue of the chi-square value which is significant at the point .02 and .05 for the year 1936 and 1956 respectively. The degree of relationship is very low for both years. $T = .176$ in 1936, and $T = .184$ in 1956.

2. Females age and mahr

The hypothesis concerning the relationship between mahr and females age establishes a negative relationship between the two mentioned variables. Table XV-A shows that the relationship is significant for 1936 by virtue of the chi-square value which is significant at the .01 level. Also a slight degree of relationship exists, $T = .182$.

The direction of the relationship in 1936 is not a simple linear one, but seems to show a vague curved direction. The statistical trend seems to indicate that females age between 10-20 are likely to have mahr payments between 16-25 Ottoman golden pounds. This sum of money tends to increase to 50 and above, as the females age rises to twenty one till twenty four. However, a further rise in the age of the female reverses the original trend causing a decrease in a mahr to 1-15 Ottoman golden pounds.

Table XV-B shows no significant relation between females age and mahr. Its chi-square is not significant because the probability is below .5.

3. Age difference and mahr

Table XVI-A and B may be considered a refinement of tables XV and XIV. Its chi-squares are not significant, reaching only p.30 and p.50 respectively.

C. Birth Place and Mahr

The degree of relationship between mahr and birth place was not computed due to the fact that the number of cases in which one member of the spouses is from Beirut is very few.

Table XVII-A for 1936 lends no support to the hypothesis that females from Beirut married to outsiders receive higher mahr than when both the bride and groom are from Beirut, or when the groom only is from Beirut. On the other hand Table XVII-B for 1956 shows that the statistical trend supports the hypothesis. Mahr is high when the bride is from Beirut and low when the bride and bridegroom are from Beirut or when the bridegroom only is from Beirut. (When the bride is from Beirut and the husband is an outsider, then the mahr ranges between LL. 1000 and LL. 4000. When the bride and the bridegroom are from Beirut, or the bridegroom only is from Beirut, mahr ranges between LL. 1 and LL. 1900.)

D. Agents and Mahr

1. Males agents and mahr

The correlation between males agents and mahr asserts

that it is more likely to pay less mahr when the father of the groom is drawing the contract, and high when the groom is drawing it himself. Table XVIII-A and B indicates that there is a significant relationship between males agent and mahr by virtue of the chi-square value which shows significance at the .01 and .001 level in 1936 and 1956 respectively. The degree of relationship is higher in 1936, $T = .404$, than 1956, $T = .195$.

As shown in the Summary Table XVIII-A for 1936 the payment is rather low when the groom is writing his own contract (in 57% of these cases, the marriage payment was below 25 Ottoman golden pounds). When the father or grandfather is the agent it increased slightly to the modal category payments between 16-25 Ottoman golden pounds. On the other hand when the brother, government official, or family friend are acting as the agents of the bridegroom then mahr also tends to increase to 26 and above Ottoman golden pounds.

For a groom writing his own contract in 1956 payment tends to be either high or low, while it tends to be high when contract is drawn up by an agent.

2. Females agents and mahr

The mahr and female agents contends that the mahr is high when the father and grandfather are acting as her agents and low when she is drawing her contract. Table XIX-A₁ indicates that the relationship is .05 level by virtue of the value of chi-square which is 7.08 at 3 degrees of freedom.

Table XIX-B₁ for 1956 shows that the relationship is significant

at .001 level and the degree of relationship is high, $T=.34$. The statistical trend as shown in the Summary Table XIX-B indicates that in 1956 payments are low when the bride is drawing her own contract and rise slightly higher when the father or grandfather draws it for her. The mahr payment increases further if the agent is the brother, government official, or family friend. The direction of relation in 1956 is not evident.

E. Marriage and Divorce Payments

Table XX-A and B indicates that there is a significant relationship between marriage payment and divorce payment by virtue of the chi-square value which shows significance at the .001 and .001 for 1936 and 1956 respectively. The degree of relationship is higher for 1936 than 1956, $T \frac{1}{2}$.559 and .274 respectively.

The statistical trend in Table XX-A and B supports the hypothesis concerning the positive relation between marriage and divorce payments.

F. Time of Payment and Mahr

The mahr and time of payment contends that mahr paid in installments tends to be lower than paid in cash. The degree of relationship for Table XXI-A was not computed due to the fact that there are very few cases. However, Table XXI-B shows that there is a relationship between the variables by virtue of the chi-square value which shows significance greater than .001 level; and a high degree of relationship, $T = 413$.

The direction of relationship indicates, in Table XXI-B, that

payments in cash tend to be moderate and are in general lower than the installment payments.

G. Place of Contract and Mahr

The issue is to find whether cases written at court are likely to have lower mahr than those written at home.

The relationship in Table XXII-A, between the place where the contract is drawn and mahr has not been computed because cases are very few.

Table XXII-B demonstrates that the relationship between marriage payment and place of the contract is significant in 1956. Its chi-square value is significant at the .05 level and the degree of relationship is slight, $T = .155$. The direction of mahr payment at home is slightly higher than payments at court.

III. Interpretations

The variations in the amount of mahr presented in Chapter V are due to the following patterns of relationships.

Table XIII indicates that kinship is diminishing in importance as a factor in determining the amount of mahr. The expected difference between the means of the related and unrelated parties as shown in 1936 is there. Those who marry their cousins usually pay lower mahr than those who marry foreigners. However, this difference is not shown in 1956 because the probability of getting a difference by sampling error alone is statistically not significant at .05 level.

Table XIV-A and B shows that mahr and males age are significantly related, but the direction of this relation is not apparent, possibly due to the fact that there are uncontrolled variables.⁶⁸

Table XV-A indicates that females age is significantly related to mahr in the year 1936. The direction of the relation is curvilinear. Mahr tends to be low when the bride's age is below twenty or twenty five and above. This shows that the highest mahr falls within the age of 21-24.

Although many marriages for 1936 were below the age of sixteen, the desirable marriage age for 1936 is not below twenty but between twenty one and twenty four. This desirable age would have been more explainable if other variables have been controlled.

The relationship between birth place and mahr was not computed because there are very cases. The direction in Table XVII-A shows that females who are from Beirut married to outsiders usually receive high mahr. Bridegrooms who are from Beirut married to girls not from Beirut usually pay less mahr. This could be explained on the basis that Beirut city is the cultural center of the country. However, this relationship is not substantiated in Table XVII-B.⁶⁹

Table XVIII-A and B indicates that the relationship between male agents and mahr is significant. The payments in Summary of Table XVIII-A

⁶⁸The variables could not be controlled by cross tabulation for the lack of sufficient cases - (See Appendix C).

⁶⁹This statistical relationship is not computed. The interpretation is based only upon the observed statistical direction.

is rather low when the bridegroom is writing his contract but rises slightly when his father or grandfather acts as his proxy. The payment is highest when the brother, friend or government official is drawing up the contract.

This pattern of payment is interpreted in three ways: (1) the groom is inclined to raise the mahr when others such as friends or intimate relatives are present; (2) possibly when others are acting as agents for the male they are not fully aware of the economic interests of the groom, so they raise the amount of mahr to boast their social status, e.g. the government official was highly esteemed at that time; (3) poorer people draw their own contracts, while richer people have others do it for them.

The direction of relationship in 1956 between mahr and males agent, is either very low when the groom himself is drawing his contract or high when others are drawing it up for him. An explanation of this is mentioned in the above paragraph depending largely on the way the groom estimates his social position in the group. However, better explanation could be given had other variables been controlled e.g. birth place and age. The fact that mahr payments are high when others are acting as agents is interpreted as a mechanism for social prestige.

The statistical trend as shown in the Summary of Table XIX-B indicates that mahr increases when agents act on behalf of the female. This interpreted as a means for raising the status of a girl.

The relationship between mahr and place of payment was not computed

for the year 1936 due to the fact that the number of cases are very few. However, the relationship between mahr and place of payment is significant for the year 1956 at .05 level. The direction of the relationship indicates that mahr is slightly higher when the marriage contract is drawn at home than when it is drawn at court.

An explanation of this is that marriage contract that takeplace at court, have low mahr due to the fact that the main interest of the couple is mainly to legalize their marital relationship rather than for prestige sake. In such cases it is customary for the couple to act as the agents for their marriage contract.

The relation between time of payment and mahr for the year 1936 was not computed because the number of such cases are few. But in 1936 the relation is significant at a point greater than .001 level. The direction of mahr payment is low when mahr is paid in cash and high when it is paid in installments. In other words the direction is opposite to what is asserted in the hypothesis. This may be interpreted that when the payment is postponed beyond the accepted pattern, which is at the marriage contract ceremony then it is likely to be slightly higher.

CHAPTER VI

CONCLUSIONS

In Chapter I several inferences were drawn about the changes in marriage contracts that could have occurred if the marriage institution had changed generally from a sacred to a secular type.⁷⁰ These inferences are now used as a basis for interpreting the results of the study.

I. Participants in the Marriage Contract

It was inferred that the participants or agents involved in making the contract would be decreasingly from the extended family, and increasingly from the nuclear family or people not included in the extended family. This inference seems to be supported by differences between agents for 1936 and 1956, (refer to Tables VII and VIII). Cases of couples drawing their own marriage contracts or using their own parents as agents are increasing. Cases of grandfather or friend of family as agents are decreasing.

II. Endogamy by Kinship and Locality

It was inferred that the weakening of kin groupings and decreasing ethnocentrism would result in decreasing endogamy by kinship and locality.

⁷⁰See pp. 2-4.

The frequency of cousins marriages is small for both years 1936, 1956, (refer to Table I). Our tabulations concerning endogamy by locality (Tables VI, VII & VIII) are inconclusive. The only conclusion that can be drawn is that kinship endogamy was not a strong norm either in 1936 or 1956, although it definitely is favoured in Islamic tradition.

III. Age at Marriage

It was inferred that the personal basis mate selection would result in a decreasing age difference between spouses. A decline in the age difference between the couple did occur between 1936 and 1956, (refer to Tables II, III and IV).

IV. Amount and Nature of Mahr

It was inferred that mahr would tend to decrease in amount, and that it would change its nature in a way implying a change in function; from compensating the bride's family to giving the bride individual security.

In both 1936 and 1956, the mahr is still frequent. No adequate method was found to equate the Ottoman Golden Pound in 1936 with the Lebanese Pound in 1956, therefore, no statement is possible about change in amount.

However, there seems to be a shift in the function of mahr (refer to Tables IX, XX-A-1). More of the Mahr was paid in installments in 1956 than in 1936, (refer to Table X). There is some evidence of a higher

proportion of the mahr used as divorce payment, (refer to Table IX).

Payments of mahr in kind have increased slightly, (refer to Table XI), in 1956. These cases are mainly paid in the form of house hold furnishings. All of these findings tend to support the inference that mahr is being used increasingly for the security and welfare of the couple as a couple and as individuals.

V. Correlates of Mahr

It is apparent that the variations in the amount of mahr are not fully explained by the independent variables used in this study. This would lead one to believe that other unmeasured characteristics better to explain variations in mahr. Some of these might be social status of the family, beauty or character of women, etc.

VI. Conclusions

A general conclusion can be safely drawn is that marriage contract itself is changing. This change is from a sacred type of social relations to a secular type of social relations. Although we see that such change is taking place, yet, mahr is still frequently practised in our present society. However, there is a change in its function from a compensatory one to a security mechanism mainly for cementing the marriage relationship.

Further research is required to determine the intricate relationship between mahr and social stratification. In order to conduct a comprehensive analysis of this topic, the method of controlled variables

should be utilized. This would include an investigation of the economic standing of both the bride and bridegroom, then housing conditions, character, social standing and education.

One part of this analysis should be a description of the interrelationships between the objective characteristics of the persons themselves. However, also taken into account should be the intensions and motives of the individuals participating in the marriages and marriage transactions. Therefore, data on these motives and intensions would be part of the data required for full analysis of mahr at present.

APPENDIX A

TABLES SHOWING RELATIONSHIP
BETWEEN MAHR AND OTHER
FACTORS

TABLE XIII-A

PROMPT MARRIAGE PAYMENT FOR RELATED AND NON-RELATED
SPOUSES IN 1936

Marriage Payment Ottoman Pounds	Relation of Spouses		Total
	Related	Non-Related	
50 and above	5	50	55
26-49	3	32	35
16-25	6	67	73
1-15	1	47	48
No Payment	-	2	2
Total	15	198	213

Related - \bar{x} = 41.13

Non-Related - \bar{x} = 66.89

TABLE XIII-B

PROMPT MARRIAGE PAYMENT FOR RELATED AND NON-RELATED
SPOUSES IN 1956

Marriage Payment L.L.	Relation of Spouses		Total
	Related	Non-Related	
4100 and above	-	15	15
2000 - 4000	8	43	51
1000 - 1900	9	82	91
1 - 900	4	41	45
No Payment	-	8	8
Total	21	189	210

Related - \bar{x} = 1348.09, S = 1552.7

Non-Related - \bar{x} = 1647.3, S = 1054.6

TABLE XIV-A

RELATIONSHIP OF MALES AGES TO MARRIAGE PAYMENT FOR THE YEAR 1936

Marriage Payment Ottoman Pounds	Males Age				Total With Age Mention	No Mention Of Age ^(a)
	17-24	25-28	29-34	35 & Above		
50 and above	9%	29%	40%	22%	53	2
26-49	20	18	9	19	34	1
16-25	49	26	34	32	71	2
1-5	22	27	17	26	48	
Total	100%	100%	100%	100%	N = 206	n = 5
Total # of Cases	n=45	n=55	n=53	n=53		
Total # of No Payments ^(a)	n=1	-	-	1	n = 2	

$$\bar{\chi}^2 = 19.22 \quad p = .02$$

$$df = 9 \quad T = .176$$

TABLE XIV-B

RELATIONSHIP OF MALES AGES TO MARRIAGE PAYMENT FOR THE YEAR 1936

Marriage Payment LL.	Males Age				Total No.Of Known Cases	No Mention Of Age ^(a)
	17-24	25-28	29-34	35 & Above		
4100 - above	2%	7%	14%	8%	12	3
2000 - 4000	16	34	22	24	36	15
1000 - 1900	64	39	45	28	70	21
1 - 900	18	20	19	40	34	11
Total	100%	100%	100%	100%	N = 152	n = 53
Total # of Cases	n=44	n=41	n=42	n=25		
No Payment ^(a)	-	n=1	-	n=4		n=3

$$\bar{\chi}^2 = 12.65 \quad p = .05$$

$$df = 6^{(b)} \quad T = .184$$

(a) In Table XIV A and B all cases, with no mention of age and no payment, were excluded from the computation of (χ^2) chi-square and coefficient of contingency.

(b) In Table XIV-B category 2000-4000 were added to 4100 and above for the computation of chi-square.

TABLE XV-A

RELATIONSHIP BETWEEN FEMALES AGES AND MARRIAGE PAYMENT FOR 1936

Marriage Payment Ottoman Pounds	Females Age					Total With Age Mention	No Mention Of Age ^(a)
	10-13	14-16	17-20	21-24	25 & Above		
50 and above	25%	14%	30%	41%	20%	48	-
26-49	10	20	25	13	7	72	1
16-25	45	39	35	26	32	33	2
1-15	20	27	10	20	41	55	-
Total	100%	100%	100%	100%	100%	N=208	n=3
Total # of Cases	n=20	n=44	n=54	n=46	n=44		
No Payments ^(a)	-	-	n=1	-	n=1	n=2	

$$\chi^2 = 25.70$$

$$df = 9$$

$$p = .01$$

$$T = .182$$

TABLE XV-B

RELATIONSHIP BETWEEN FEMALES AGES AND MARRIAGE PAYMENT FOR 1956

Marriage Payment LL.	Females Age				Total With Age Mention	No Mention Of Age ^(a)
	14-17	18-21	22-34	35-60		
4100 and above	6%	12%	7%	-	13	2
2000-4000	26	25	23	-	36	15
1000-1900	48	47	43	33%	71	20
1- 900	20	16	27	67	34	11
Total	100%	100%	100%	100%	N = 154	n=51
Total # of Cases	n=46	n=58	n=44	n=6		
No Payments ^(a)	-	n=2	-	n=3		n=3

$$\chi^2 = 4.76$$

$$df = 4^{(b)}$$

$$p = .5 \text{ no significant relationship}$$

$$T = .109$$

(a) In Table XV A and B all cases with no mention of age and no marriage payment were excluded from the computation of chi-square and T.

(b) In Table XV-B category 4100 and above was added to category 2000-4000. Cases which are above 35 years old were also added to ages between 22-34. This summation was done for the computation of chi-square and T.

TABLE XVI-A

RELATIONSHIP BETWEEN AGE DIFFERENCE AND MAHR PAYMENT FOR 1936

Marriage Payment Ottoman Pounds	Age Difference from the Females Age				Total With Age Mention	No Mention Of Age ^(a)
	0 - 4	5 - 9	10-14	15 & Above		
50 and above	23%	31%	21%	28%	50	2
26-49	9	24	17	17	33	1
16-25	50	27	32	32	67	3
1-15	18	18	23	23	39	-
Total	100%	100%	100%	100%	N=189	-
Total # of Cases	n=34	n=55	n=47	n=53	n=1	n=6
No Payments ^(a)	-	-	-	n=1		-

$$\chi^2 = 10.514$$

$$df = 9$$

$$p = .30 \text{ no significant relationship}$$

$$T = .134$$

TABLE XVI-B

RELATIONSHIP BETWEEN AGE DIFFERENCE AND MAHR PAYMENT FOR 1956

Marriage Payment LL.	Age Difference from the Females Age				Total With Age Mention	No Mention Of Age ^(a)
	0 - 4	5 - 9	10-14	15 & Above		
4100 and above	5%	9%	11%	5%	11	3
2000-4000	21	16	24	37	32	15
1000-1900	50	54	35	42	65	21
1- 900	24	21	30	16	33	1
Total	100%	100%	100%	100%	N=141	-
Total # of Cases	n=42	n=43	n=37	n=19	n=8	n=53
No Payments ^(a)	-	n=2	n=3	-		n=3

$$\chi^2 = 3.01$$

$$df = 4.00^{(b)}$$

$$p = 0.50 \text{ no significant relationship}$$

$$T = .1$$

(a) All cases with no mention of age difference and marriage payment were excluded from the computation of χ^2 in Table XVI-A and B. The minuses were also excluded from the computation of χ^2 in the same Table.

(b) Table XVI-B was summed in the following way for the computation of χ^2 : column 10-14 was added to 15 and above, rows 2000-4000 was added to 4100 and above.

TABLE XVII-A

RELATIONSHIP BETWEEN BIRTH PLACE OF THE SPOUSES AND
MARRIAGE PAYMENT FOR 1936

Marriage Payment Ottoman Pounds	Spouses Birth Place				Total No. Of Cases
	Both From Beirut	Wife From Beirut	Husband From Beirut	Both Outsiders	
50 and above	24%	28%	24%	50%	55
26-49	17	10	24	-	35
16-25	38	21	24	50	37
1-15	21	31	28	-	48
Total	100%	100%	100%	100%	N=213
Total # of Cases	n=163	n=31	n=17	n=2	n=2
No Payment	-	n=2	-	-	

TABLE XVII-B

RELATIONSHIP BETWEEN BIRTH PLACE OF THE SPOUSES AND
MARRIAGE PAYMENT FOR 1956

Marriage Payment LL.	Spouses Birth Place				Total No. Of Cases
	Both From Beirut	Wife From Beirut	Husband From Beirut	Both Outsiders	
4100 and above	8%	9%	-	8%	15
2000-4000	24	39	24%	17	51
1000-1900	46	35	38	50	91
1- 900	22	17	38	25	45
Total	100%	100%	100%	100%	N=210
Total # of Cases	n=161	n=23	n=13	n=13	n=8
No Payment	n=7	-	-	n=1	

TABLE XVIII-A^(a)

RELATIONSHIP BETWEEN MALES AGENTS AND MARRIAGE PAYMENTS FOR 1936

Marriage Payment Ottoman Pounds	Males Agents						Total
	A Himself	B Brother	C Father	D G/Father	E Friend	F Official	
50 and above	30%	22%	32%	21%	50%	18%	55
26-49	9	33	19	18	50	23	35
16-25	27	33	42	49	-	32	73
1-15	34	12	7	12	-	27	48
Total	100%	100%	100%	100%	100%	100%	N=211
Total # of Cases	n=88	n=9	n=31	n=39	n=2	n=44	n=2
No Payment	n=2						

$$\chi^2 = 20.761$$

$$df = 6$$

$$p = .01$$

$$T = .404$$

TABLE XVIII-B^(a)

RELATIONSHIP BETWEEN MALES AGENTS AND MARRIAGE PAYMENTS FOR 1956

Marriage Payment LL.	Males Agents						Total
	A Himself	B Brother	C Father	D G/Father	E Friend	F Official	
4100 and above	6%	7%	15%	-	-	9%	15
2000-4000	45	43	39	65%	-	45	91
1000-1900	17	50	34	35	-	37	51
1- 900	32	-	12	-	-	9	45
Total	100%	100%	100%	100%	-	100%	N=210
Total # of Cases	n=128	n=14	n=43	n=14	-	n=11	n=8
No Payment	n=6		n=2				

$$\chi^2 = 23.44$$

$$df = 3$$

$$p = .001$$

$$T = .195$$

(a) For computing chi-square and coefficient of contingency we summed the columns into A, CD BEF in Table XVIII-A and into A, BCDEF in Table XVIII-B. This was done on the basis that the nearest relative has the primary stand to act as an agent.

SUMMARY TABLE XVIII-A₁

RELATION BETWEEN MALES AGENTS AND MARRIAGE PAYMENT FOR 1936

Marriage Payment Ottoman Pounds	Males Agent			Total No. Of Cases
	Himself	Father and Grandfather	Official, Brother, Friend	
50 and above	33%	27%	30%	55
26-49	10	18	36	35
16-25	20	46	21	73
1-15	37	9	13	48
Total	100%	100%	100%	N=211
Total # of Cases	n=88	n=70	n=55	n=2
No Payment	n=2			

$$\chi^2 = 20.761$$

$$df = 6$$

$$p = .01$$

$$T = 404$$

SUMMARY TABLE XVIII-B₁

RELATION BETWEEN MALES AGENTS AND MARRIAGE PAYMENT FOR 1956

Marriage Payment LL.	Males Agent			Total No. Of Cases
	Himself	Father and Grandfather	Official, Brother, Friend	
4100 and above	6%	7%	-	15
2000-4000	45	67	-	91
1000-1900	17	22	-	51
1- 900	32	4	-	48
Total	100%	100%	-	N=202
Total # of Cases	n=128	n=74	-	n=8
No Payment	n=6	n=2	=	

$$\chi^2 = 23.44$$

$$df = 3$$

$$p = .001$$

$$T = .195$$

TABLE XIX-A^(a)

RELATIONSHIP OF FEMALES AGENTS TO MARRIAGE PAYMENT FOR 1936

Marriage Payment Ottoman Pounds	Female Agents						Total No. Of Cases
	A Himself	B Brother	C Father	D G/Father	E Friend	F Official	
50 and above	20%	28%	32%	27%	-	21%	55
26-49	5	-	19	25	-	24	35
16-25	25	48	31	29	-	55	73
1-15	50	24	18	19	100%	-	48
Total	100%	100%	100%	100%	100%	100%	-
Total # of Cases	n=22	n=25	n=74	n=48	n=10	n=34	N=211
No Payment	n=2	-	-	-	-	-	n=2

TABLE XIX-B^(a)

RELATIONSHIP OF FEMALES AGENTS TO MARRIAGE PAYMENT FOR 1956

Marriage Payment LL.	Female Agents						Total No. Of Cases
	A Himself	B Brother	C Father	D G/Father	E Friend	F Official	
4100 and above	6%	-	9%	11%	-	-	15
2000-4000	13	24	25	31	100%	36%	51
1000-1900	32	52	52	41	-	18	91
1- 900	49	24	14	17	-	46	45
Total	100%	100%	100%	100%	100%	100%	-
Total # of Cases	n=31	n=17	n=105	n=36	n=2	n=11	N=202
No Payment	n=5	-	n=3	-	-	-	n=8

(a) We summarized Table XIX-A columns into A, CD, BEF according to the nearest male relation. All cases with no marriage payment were excluded from the computation of χ^2 and T. Table XIX-B was summed up into two columns: ACD, BEF; also we added 2000-4000 with 4100 and above category and excluded all cases with no marriage payments from the computation of χ^2 and T.

SUMMARY OF TABLE XIX-A₁

RELATIONSHIP OF FEMALES AGENTS TO MARRIAGE PAYMENT FOR 1936

Marriage Payment Ottoman Pounds	Female Agents		Total
	Herself, Father and Grandfather	Official, Brother, Friend	
50 and above	24%	16%	55
26-49	15	9	35
16-25	29	32	73
1-15	32	43	48
Total	100%	100%	-
Total # of Cases	n=144	n=69	N=211
No Payment	n=2	-	n=2

$$x^2 = 7.08$$

$$df = 3$$

$$p = .05 \text{ level}$$

$$T = .48$$

SUMMARY OF TABLE XIX-B₁

RELATIONSHIP OF FEMALES AGENTS TO MARRIAGE PAYMENT FOR 1956

Marriage Payment L.L.	Female Agents			Total
	Herself	Grandfather Father	Official, Brother, Friend	
2000 and above	19%	38%	54%	66
1000-1900	32	46	23	91
1- 900	49	16	23	45
Total	100%	100%	100%	N=200
Total # of Cases	n=36	n=144	n=30	
No Payment	n=5	n=3	-	n=8

$$x^2 = 42.6$$

$$df = 4$$

$$p = .0001$$

$$T = .34$$

TABLE XX-A

THE RELATIONSHIP OF MARRIAGE TO DIVORCE PAYMENTS FOR 1936

Marriage Payment Ottoman Pounds	Divorce Payments					Total
	5-19	20-29	30-49	50-99	100 & Above	
50 and above	-	6%	-	44%	98%	55
26-49	3%	19	27%	28	-	35
16-25	47	39	57	21	2	73
1-15	50	36	16	7	-	48
Total	100%	100%	100%	100%	100%	N=211
Total # of Cases	n=40	n=52	n=44	n=43	n=34	n=2
No Payment ^(a)	n=2					

$$\chi^2 = 160.26$$

$$df = 9$$

$$p = .001$$

$$T = .559$$

TABLE XX-B

THE RELATIONSHIP OF MARRIAGE TO DIVORCE PAYMENTS FOR 1956

Marriage Payment LL.	Divorce Payments				Total	No Payment
	20-900	1000-1900	2000-4900	5000 & Above		
4100 and above	-	-	-	44%	15	-
2000-4000	3%	10%	38%	44	51	-
1000-1900	27	64	57	6	91	-
1- 900	70	26	05	6	43	2
Total	100%	100%	100%	100%	N=200	n=2
Total # of Cases	n=30	n=57	n=76	n=34	n=8	
No Payment ^(a)	n=3	n=4		n=1		

$$\chi^2 = 47.39$$

$$df = 9^{(b)}$$

$$p = .001$$

$$T = .274$$

(a) In Table XX-A and B no payment cases were excluded from the computation of χ^2 .

(b) In Table XX-A columns cases in category 100 and above, divorce payments were added to category 50-99.

TABLE XXI-A

RELATIONSHIP BETWEEN MARRIAGE PAYMENTS AND TIME OF MAHR PAYMENT FOR 1936

Marriage Payment Ottoman Pounds	Time of Mahr Payment		Total	No Mention Of Time
	Marriage Contract Before the <u>Aked</u> ^(a) Or Cash Payments	Marriage Contract After the <u>Aked</u> or Installment Payments		
50 and above	27%	10%	55	-
26-49	16	-	35	-
16-25	34	45	72	1
1-15	23	45	48	-
Total	100%	100%		
Total # of Cases	n=201	n=9	N=213	n=3
No Payment	-	-	n=2	n=2

TABLE XXI-B

RELATIONSHIP BETWEEN MARRIAGE PAYMENTS AND TIME OF MAHR PAYMENT FOR 1956

Marriage Payment LL.	Time of Mahr Payment		Total	No Mention Of Time
	Marriage Contract Before the <u>Aked</u> ^(a) Or Cash Payments	Marriage Contract After the <u>Aked</u> or Installment Payments		
4100 and above	11%	1%	15	-
2000-4000	7	55	51	-
1000-1900	57	26	91	-
1- 900	25	18	45	2
Total	100%	100%		
Total # of Cases	n=124	n=79	N=210	n=7
No Payment ^(b)	-	n=3	n=8	n=5

$$x^2 = 60.03$$

$$df = 3$$

$$p = \text{greater than } .0001$$

$$T = .17 = .413$$

(a) Aked means the drawing of a marriage contract.

(b) All cases with no mention of marriage payments and time of payments were excluded from the computation of x^2 and T.

TABLE XXII-A^(a)

RELATIONSHIP BETWEEN MARRIAGE PAYMENT AND PLACE OF THE CONTRACT FOR 1936

Marriage Payment Ottoman Pounds	Place Where the Marriage Contract Was Written		Total	Nothing Was Mentioned
	Home	Court		
50 and above	26%	17%	55	-
26-49	16	33	35	1
16-25	35	33	13	-
1-15	23	17	48	-
Total	100%	100%		
Total # of Cases	n=206	n=6	N=213	n=1
No Payment	n=2		n=2	

TABLE XXII-B^(b)

RELATIONSHIP OF MARRIAGE PAYMENT TO PLACE WHERE THE MARRIAGE CONTRACT WAS WRITTEN FOR THE YEAR 1956

Marriage Payment L.L.	Place Where the Marriage Contract Was Written		Total	Nothing Was Mentioned
	Home	Court		
50 and above	8%	4%	15	1
26-49	28	20	51	1
16-25	45	39	91	8
1-15	19	37	45	1
Total	100%	100%		
Total # of Cases	n=149	n=50	N=202	n=11
No Payment	n=4	n=4	n=8	

$$x^2 = 6.65$$

$$df = 2$$

$$p = .05$$

$$T = .155$$

(a) Table XXII-A x^2 and T were not computed because the cases are few in the cells.

(b) In Table XXII-B all cases with no mention of age were removed from the computation of x^2 . We also grouped 4100 and above, cases to 2000-4000, cases.

APPENDIX B

PRESENTATION OF DATA

The data for this study is presented in a summary form in this appendix. It consists of the marriage contract code sheet, the data for the year 1936 and the sample data for the year 1956. The code sheet is presented as a guide to help the reader in understanding the abbreviated data of the years 1936 and 1956.

The marriage contracts of 1936 and 1956 have been given arbitrary numbers which are presented in the first column. The second column contains the official numbers of marriage contracts as classified in the Sharia court files. Each succeeding column refers to one of the characteristics stated on the code sheet; for instance column I refers to "degree of relatedness".

MARRIAGE CONTRACT CODE SHEET

<u>Code No.</u>	<u>Class</u>	<u>Characteristics</u>
1		<u>Degree of Relatedness</u>
	A	Unrelated parties.
	B	Parallel cousins (same family name or specified as parallel cousins).
		AGE
2		<u>Male's Age</u> (years from the date of birth to contract year).
3		<u>Female's Age</u> (years from the date of birth to contract year).
4		<u>Age Difference</u> (years from the age of female to age of male).
5		<u>Males Birth Place</u>
	A	Beirut - vicinity,
	B	Lebanon, other places than Beirut.
	C	Outside of Lebanon.
6		<u>Female's Birth Place</u>
	A	Beirut - vicinity,
	B	Lebanon, other places than Beirut.
	C	Outside of Lebanon.
7		<u>Agent of the Male</u>
	A	Himself.

<u>Code No.</u>	<u>Class</u>	<u>Characteristics</u>
	B	Brother.
	C	Father.
	D	Grandfather or other relative.
	E	Official.
	F	Friend.
8		<u>Agent of the Female</u>
	A	Herself.
	B	Brother.
	C	Father.
	D	Grandfather or relative.
	E	Official.
	F	Friend.
9		<u>Bride Price - Mahr</u>
	A	Marriage payment or prompt payment cash only.
	B	Marriage payment or prompt payment cash but specified portion to be used for kind.
	(1)	Cash amount (including value of kind).
	(2)	Value of Kind.
10		<u>Divorce Payment</u> (cash amount).
11		<u>Cash Amount of Contract</u> (9 plus 10 code no.).
12		<u>Time of Payment</u>
	A	Cash on contract or before the contract.
	B	Cash on installments before marriage ceremony.

<u>Code No.</u>	<u>Class</u>	<u>Characteristics</u>
13		<u>Nature of Kind</u>
	A	No kind involved.
	B	Bedroom furnishings (two beds, 2 mattresses, 2 pillows and blankets and a closet).
	C	Bedroom and Saloon (saloon consists of chairs, coffee table and a rug).
	D	Other - specify (jewelry, lands, houses, etc.).
14		<u>Divorce Provisions</u>
	A	None.
	B	Wife has the right to divorce.
	C	Other provisions specifying; e.g. to be divorced in case he married another women.
15		<u>Place of the Contract</u>
	A	At home (in the male's house or his friend's house).
	B	At court.

FIG. 1
THE DATA FOR 1936

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	8	A	19	16	3	A	A	C	C	B ¹ -20 B ² -20	10	30	A	D	A	A
2	399	A	26	18	8	A	A	C	C	A-50	50	100	A	A	A	A
3	86	B	37	29	8	A	A	A	A	A-2	12	14	A	A	A	B
4	370	A	-	-	-	A	A	F	C	B ¹ -20 B ¹ -20	10	30	A	D	A	A
5	371	A	27	14	13	A	A	C	E	A-20	30	50	A	A	A	A
6	372	A	26	17	9	A	A	D	F	A-20	40	60	A	A	A	A
7	374	A	23	31	-8	C	A	F	C	A-20	20	40	A	A	A	A
8	383	A	27	15	12	A	A	A	C	A-10	50	60	A	A	A	A
9	365	A	36	24	12	A	C	F	B	A-50	100	150	A	A	A	A
10	366	A	45	19	26	A	A	F	C	A-20	30	50	A	A	A	A
11	367	B	29	13	16	A	A	C	D	A-20	30	50	A	A	A	A
12	369	A	32	15	17	C	A	A	D	B ¹ -300 B ² -80	200	500	B	D	A	A
13	386	A	21	14	7	A	C	D	C	A-40	50	90	A	A	A	A
14	34	A	34	17	17	A	A	D	F	A-20	30	50	A	A	A	A
15	35	A	37	18	19	C	A	A	C	A-50	200	250	A	A	A	A
16	36	A	26	25	1	C	A	A	C	A-20	10	30	A	A	A	A
17	37	A	26	26	-	A	A	A	A	A-1	4	5	A	B	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
18	38	A	31	30	1	A	A	F	F	A-20	30	50	A	A	A	A
19	39	A	29	12	17	A	A	D	C	A-10	30	40	A	A	A	A
20	40	A	32	24	8	A	A	C	C	A-50	25	75	A	A	A	A
21	41	A	45	26	19	A	A	B	F	A-15	20	35	A	A	A	A
23	43	A	24	16	8	B	A	C	C	A-20	30	50	A	A	A	A
24	24	A	23	19	4	A	A	A	A	A-20	10	30	A	A	A	A
25	25	A	27	16	9	A	A	C	B	A-50	20	70	A	A	A	A
26	47	A	35	11	24	A	A	A	C	A-50	60	110	A	A	A	A
27	48	A	27	12	15	A	A	A	C	A-50	50	100	A	A	A	A
28	134	A	24	12	12	A	C	C	B	A-20	20	40	A	A	A	A
29	135	A	36	21	15	A	A	A	F	B ¹ -20	20	40	B	B	A	A
										B ² -20						
30	394	A	26	24	2	A	A	D	D	A-50	50	100	A	A	A	A
31	392	A	27	17	10	A	A	A	C	A-30	20	50	A	A	A	A
32	393	A	20	13	7	A	A	C	C	A-25	25	50	A	A	A	A
33	387	A	31	18	13	A	A	F	C	A-50	100	150	A	A	A	A
34	388	A	26	13	13	A	A	D	C	A-60	60	120	A	A	A	A
35	100	A	30	14	16	C	A	A	C	A-100	100	200	A	A	A	A
36	96	A	29	28	1	A	A	A	C	A-10	10	20	A	A	A	A
37	45	A	58	16	42	A	A	B	C	A-20	20	40	A	A	A	A
38	45	A	42	21	21	A	A	D	D	A-40	20	60	A	A	A	A
39	384	A	31	22	9	A	A	C	C	A-30	50	80	A	A	A	A
40	368	A	26	19	7	A	A	F	C	A-30	50	80	A	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
41	385	A	33	21	12	A	A	D	C	A-20	10	30	A	A	A	A
42	390	A	43	12	31	A	A	B	D	A-40	40	80	A	A	A	A
43	391	A	22	15	17	A	A	C	F	A-15	15	30	A	A	A	A
44	389	A	34	40	-6	A	A	A	D	A-50	100	150	A	A	A	A
45	377	A	32	18	14	A	A	A	D	A-20	20	40	A	A	A	A
46	380	A	29	22	7	C	A	A	F	A-50	200	250	A	A	A	A
47	282	A	38	20	18	C	A	E	D	A-100	100	200	A	A	A	A
48	7	A	25	12	13	A	A	C	D	A-10	20	30	A	A	A	A
49	4	A	32	32	5	A	B	A	A	A-10	25	35	A	A	A	A
50	1	A	28	22	6	A	A	A	F	A-5	10	15	A	A	A	A
51	2	A	36	23	13	A	A	D	C	A-30	20	50	A	A	A	A
52	5	A	22	21	1	A	B	A	D	A-10	20	30	A	A	A	A
53	3	A	45	12	33	A	A	A	C	A-25	25	50	A	A	A	A
54	282	A	33	18	17	A	A	B	D	A-30	10	40	A	A	A	A
55	9	A	23	18	5	A	A	D	D	A-20	10	30	A	A	A	A
56	6	A	34	17	17	A	B	C	C	A-30	20	30	A	A	A	A
57	114	A	39	25	14	A	A	F	F	B ¹ -20 B ² -5	10	30	B	B	A	A
58	116	A	27	17	10	A	A	D	D	A-30	40	70	A	A	A	A
59	118	B	18	14	4	A	A	C	D	A-20	20	40	B	A	A	A
60	128	A	51	33	18	A	A	F	F	A-20	30	50	A	A	A	A
61	115	A	42	25	17	A	A	F	C	A-4	76	80	A	A	A	A
62	117	A	23	18	5	A	A	D	F	A-15	25	40	B	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
63	119	A	29	12	17	A	A	C	C	A-50	50	100	A	A	A	A
64	120	A	47	67	-17	A	A	A	A	A-5	5	10	A	A	A	A
65	148	A	50	15	35	A	A	B	B	A-20	40	60	A	A	A	A
66	106	A	25	17	8	C	A	F	C	A-50	50	100	A	A	A	A
67	107	A	25	31	-6	A	C	F	F	A-10	5	15	A	A	A	A
68	108	A	30	19	11	A	A	D	F	A-10	50	60	A	A	A	A
69	109	A	24	18	6	A	A	F	D	A-10	20	30	A	A	A	A
70	110	A	31	20	11	A	A	F	C	A-50	100	150	A	A	A	A
71	111	A	21	20	1	A	A	D	D	A-20	10	30	A	A	A	A
72	112	A	27	24	3	A	A	A	A	A-1000	500	1500	A	A	A	A
73	113	A	33	19	14	A	A	A	C	B ¹ -200	100	300	A	D	A	A
										B ² -200						
74	136	A	29	21	8	A	A	D	D	A-50	50	100	A	A	A	A
75	137	A	24	24	-	A	A	C	C	A-50	50	100	A	A	A	A
76	138	A	59	26	33	A	C	A	A	A-5	10	15	A	A	A	A
77	95	A	29	21	8	A	A	B	F	A-40	60	100	A	A	A	A
78	227	A	22	18	4	A	A	A	D	A-20	30	50	A	A	A	A
79	139	A	25	19	6	A	A	A	C	A-10	25	35	A	A	A	A
80	11	A	36	24	12	B	A	A	F	A-20	80	100	A	A	A	A
81	381	A	29	14	15	C	A	A	D	B ¹ -80	100	180	A	B	A	A
										B ² -30						
82	98	A	19	13	6	C	A	F	F	A-300	100	100	A	A	A	A
83	99	A	44	24	20	A	B	A	D	A-10	20	30	A	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
84	97	A	46	26	20	A	A	A	C	B ¹ -50 B ² -20	75	125	B	D	A	A
85	94	A	25	15	10	A	A	A	C	A-15	30	45	A	A	A	A
86	379	A	46	12	34	B	B	D	C	A-100	20	120	A	A	A	A
87	378	A	23	14	9	A	A	D	D	A-30	70	100	A	A	A	- X
88	374	A	32	14	18	A	B	D	D	A-100	100	200	A	A	A	A
89	373	B	32	10	22	A	A	D	C	A-25	25	50	A	A	A	A
90	376	A	30	24	6	A	A	F	A	A-300	500	800	A	A	A	A
91	102	A	44	44	-	A	A	A	F	B ¹ -100 B ² -200	100	200	A	C	B	A
92	70	A	25	22	3	A	A	A	D	A-20	20	40	A	A	A	A
93	71	A	35	22	13	A	A	C	C	A-3000	3000	6000	A	A	A	A
94	72	A	28	21	7	A	A	A	A	A-2000	1000	3000	A	A	A	A
95	142	A	31	30	1	A	A	F	F	A-50	100	150	A	A	A	A
96	141	A	48	33	15	A	A	A	A	A-100	100	500	A	A	A	A
97	140	A	29	30	-1	C	A	A	D	A-20	30	50	A	A	A	A
98	224	A	20	16	10	C	C	F	B	A-15	7	22	A	A	A	A
99	226	B	21	20	1	A	A	C	C	A-30	50	80	A	A	A	A
100	125	A	27	26	1	A	A	D	D	A-20	30	50	A	A	A	A
101	121	B	24	17	7	A	A	C	C	A-50	50	100	A	A	A	A
102	64	A	27	19	8	A	B	A	B	A-20	20	40	A	A	A	A
103	65	B	26	16	10	A	A	D	C	A-20	15	35	A	A	A	A
104	67	A	35	36	-1	A	A	A	B	A-5	10	15	A	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
105	68	A	41	27	14	C	A	A	C	A-10	40	50	A	A	A	A
106	68	A	34	32	2	A	A	A	A	A-20	30	50	A	A	A	A
107	28	A	30	23	7	A	A	A	A	A-50	50	100	A	A	A	B
108	29	A	55	21	34	A	A	A	D	A-100	100	200	A	A	A	A
109	30	A	24	24	-	C	A	F	D	A-10	30	40	A	A	A	A
110	31	A	22	17	5	A	A	A	D	A-20	20	40	A	A	A	A
111	32	A	31	26	5	C	A	A	D	A-30	20	50	A	A	A	A
112	101	A	-	-	-	A	C	F	C	A-40	20	60	A	A	A	A
113	33	A	28	16	12	A	A	C	C	A-30	30	60	A	A	A	A
114	12	A	17	13	4	A	B	D	C	A-30	20	50	A	A	A	A
115	123	A	24	30	-6	A	A	A	A	A-5	10	15	A	A	A	A
116	122	A	27	22	5	A	A	D	F	A-10	20	30	A	A	A	A
117	385	A	34	19	15	C	A	A	B	A-50	100	150	A	A	A	A
118	375	A	32	31	-1	A	A	D	C	A-25	25	50	A	A	A	A
119	73	A	16	12	4	A	A	C	F	A-20	30	50	A	A	A	A
120	74	A	23	14	9	C	C	A	B	A-15	20	35	B	A	A	A
121	75	A	45	15	25	A	A	A	C	A-20	20	40	A	A	A	A
122	76	A	23	14	9	C	C	A	B	A-15	20	35	B	A	A	A
123	77	A	31	22	9	A	A	D	C	A-20	50	70	A	A	A	A
124	78	A	27	17	10	A	A	B	C	A-20	30	50	A	A	A	A
125	79	A	45	13	31	C	A	A	F	A-13	20	33	A	A	A	A
126	80	A	24	31	11	B	C	A	D	B ¹ -20	30	50	A	B	A	A

B²-10

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
127	81	A	-	21	-	C	B	A	A	A-150	300	450	A	A	B	A
128	82	A	-	22	-	C	A	A	C	A-50	200	250	A	A	A	A
129	83	A	21	34	-13	C	A	F	F	A-10	30	40	A	A	A	A
130	84	A	43	23	20	B	A	A	A	A-5	10	15	A	A	A	A
131	85	A	36	18	18	A	A	F	F	A-30	30	60	A	A	A	B
132	87	A	39	14	25	A	A	F	D	A-30	30	60	A	A	A	A
133	89	A	27	22	3	C	A	F	F	A-10	20	30	A	A	A	A
134	90	A	24	24	-	B	B	A	A	A-25	25	50	A	A	A	A
135	91	A	31	29	2	A	C	A	A	A-20	10	30	A	A	A	A
136	92	A	36	27	9	A	A	A	B	A-100	100	200	A	A	A	A
137	93	A	33	42	-9	A	A	A	F	A-50	50	100	A	A	A	A
138	15	A	36	20	16	A	A	A	C	A-50	50	100	A	A	A	A
139	16	A	34	17	17	A	A	A	C	A-20	80	100	A	A	A	A
140	17	A	19	17	2	A	A	F	C	A-30	50	80	A	A	A	A
141	18	A	34	29	5	A	A	A	A	A-5	10	15	A	A	A	A
142	19	A	21	22	-1	A	A	A	C	A-30	30	50	A	A	A	A
143	20	A	-	20	-	A	A	D	C	A-20	30	50	A	A	A	A
144	21	A	28	23	5	A	A	C	C	A-30	30	60	A	A	A	A
145	22	A	20	14	6	C	A	F	D	A-40	20	60	A	A	A	A
146	23	A	24	12	12	A	A	C	C	A-20	40	60	A	A	A	A
147	24	A	26	17	9	A	A	F	C	A-30	50	80	A	A	A	A
148	25	B	30	23	7	A	A	C	C	A-50	50	100	A	A	A	A
149	26	A	29	14	15	A	A	F	B	A-20	30	50	A	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
150	143	B	24	22	2	A	A	D	C	A-20	40	60	A	A	A	A
151	144	A	32	21	11	A	C	A	C	A-50	50	100	A	A	A	A
152	164	A	25	12	13	A	A	F	F	A-10	20	30	A	A	A	A
153	147	A	56	24	32	A	A	F	C	A-50	50	100	A	A	A	A
154	10	A	28	15	13	A	A	F	C	A-50	50	100	A	A	A	A
155	105	A	23	15	8	A	A	C	F	A-20	10	30	A	A	A	A
156	63	A	28	15	13	A	A	C	F	A-25	15	40	B	A	A	A
157	51	A	31	17	14	A	A	F	F	A-15	15	30	A	A	A	A
158	152	A	29	24	5	A	A	A	B	A-200	300	500	A	A	A	A
159	154	A	26	23	3	C	A	A	B	A-50	50	100	A	A	A	A
160	157	A	39	29	10	A	A	A	F	A-30	30	60	A	A	A	A
161	129	A	31	14	17	C	A	A	C	A-10	15	25	A	A	A	A
162	158	A	21	7	4	A	C	F	D	A-20	40	60	A	A	A	A
163	130	A	22	28	-6	C	A	A	A	-	16	16	-	A	A	A
164	132	A	36	18	18	B	A	A	C	-	15	15	-	A	A	A
165	155	A	29	19	10	A	A	D	D	A-20	10	30	A	A	A	A
166	150	A	27	18	9	A	A	D	C	A-100	100	200	A	A	A	A
167	133	A	30	-	-	C	A	A	D	A-20	100	120	A	A	A	A
168	11	A	22	20	2	A	A	D	D	A-30	50	80	A	A	A	A
169	103	A	28	14	14	A	A	F	D	A-15	15	30	A	A	A	A
170	149	A	25	19	6	A	A	F	B	A-20	20	40	A	A	A	A
171	131	A	31	26	5	A	A	A	F	A-25	10	35	A	A	A	A
172	159	A	22	16	6	A	A	C	C	B ¹ -20	30	50	B	D	A	A

B²-20

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
173	300	A	21	14	7	A	A	C	D	A-30	50	80	A	A	A	A
174	104	A	54	24	30	A	A	A	F	B ¹ -20	-	20	A	D	A	A
										B ¹ -15						
175	160	A	28	17	11	C	A	D	D	A-10	20	30	A	A	A	A
176	52	A	20	17	3	A	A	B	D	A-100	100	200	A	A	A	A
177	54	A	32	39	-7	A	B	A	A	A-10	25	35	A	A	A	A
178	50	A	25	17	8	A	A	D	F	A-20	20	40	A	A	A	A
179	50	A	40	23	17	A	A	A	A	A-20	50	70	A	A	A	B
180	53	A	22	16	6	A	A	A	C	A-25	30	55	A	A	A	A
181	56	A	26	12	14	A	A	D	C	A-20	40	60	A	A	A	A
182	58	A	35	44	-9	A	A	A	B	A-5	8	15	A	A	A	A
183	60	A	30	14	16	C	A	A	F	A-30	20	50	A	A	A	A
184	61	A	28	30	-2	A	A	D	D	A-50	100	150	A	A	A	A
185	153	B	34	20	14	A	A	D	D	A-200	300	500	A	A	A	A
186	57	A	26	11	15	A	A	C	C	A-25	25	50	A	A	A	A
187	59	A	20	28	-8	A	A	F	F	A-10	25	35	A	A	A	A
188	362	A	46	14	32	A	A	F	C	A-20	30	50	A	A	A	A
189	189	A	26	21	5	A	A	C	D	A-50	100	150	A	A	A	A
190	358	A	23	15	8	A	A	A	D	A-30	30	60	A	A	A	A
191	357	A	28	5	13	A	A	E	D	A-40	30	70	A	A	A	A
192	356	A	44	24	20	A	A	F	F	A-30	30	60	A	A	A	A
193	355	A	34	14	20	A	A	D	C	A-20	50	70	A	A	A	A
194	354	A	22	18	4	A	A	A	A	A-20	10	30	A	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
195	350	A	41	18	13	A	A	A	A	A-30	30	60	A	A	A	A
196	161	B	27	19	8	A	A	A	F	A-30	50	80	A	A	A	A
197	352	A	79	59	20	A	A	A	F	A-30	20	50	A	A	A	A
198	66	B	26	18	8	A	A	F	C	A-30	70	100	A	A	A	A
199	397	A	38	15	23	C	A	A	C	A-10	10	20	A	A	A	A
200	398	A	65	24	41	A	A	A	C	A-10	20	30	A	A	A	A
201	396	A	26	15	11	A	A	C	B	A-50	100	150	A	A	A	A
202	202	A	25	26	-1	A	A	A	D	A-10	10	20	A	A	A	A
203	151	A	60	34	32	A	A	A	B	A-10	20	30	A	A	A	A
204	156	A	22	15	7	A	A	F	F	A-20	10	30	A	A	A	A
205	361	A	41	24	17	A	A	A	B	A-20	50	70	A	A	A	A
206	363	A	28	16	12	A	A	A	C	A-10	33	43	A	A	A	A
207	352	A	27	16	11	A	A	A	C	A-20	30	50	A	A	A	A
208	354	A	36	26	10	A	A	A	F	A-20	50	70	A	A	A	A
209	395	A	29	17	12	A	A	D	F	A-20	20	40	A	A	A	A
210	55	B	27	25	2	A	A	C	C	A-50	100	150	A	A	A	A
211	27	A	42	26	16	A	A	D	D	A-20	10	30	-	A	A	A
212	27	A	25	17	8	C	A	B	C	A-50	150	200	A	A	A	A
213	14	A	28	17	11	A	F	A	F	A-40	40	80	A	A	A	A
Totals		A=198, B=15.	-	-	-	A=191, B=11, C=11.	A=176, B=6, C=31.	A=87, B=32, C=40, D=10, E=42, F=2.	A=26, B=19, C=82, D=45, E=1, F=46.	-	-	-	A=194, B=11.	A=201, B=3, C=1, D=7, U=1.	A=212, B=1.	A=206, B=6, Unknown=1.

FIG. 2
THE DATA FOR 1956

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	7	A	35	29	6	A	C	C	B	A-10	20	30	A	A	A	A
2	14	A	-	-	-	A	A	C	C	A-500	1000	1500	A	A	A	A
3	21	B	42	37	5	B	B	A	A	A-1000	1000	2000	A	A	A	-
4	28	A	-	-	-	A	A	A	A	A-1000	2000	3000	A	A	A	A
5	35	A	26	28	-2	C	A	A	C	A-2000	1000	3000	A	A	A	A
6	42	A	29	21	8	A	A	C	C	A-1000	2000	3000	A	A	A	A
7	49	B	35	17	8	C	C	A	C	A-1000	-	1000	A	A	A	B
8	56	A	-	-	-	A	A	A	A	A-100	200	300	A	A	A	B
9	63	A	-	-	-	B	B	A	A	-	50	50	A	A	A	B
10	70	A	34	26	8	A	A	A	B	A-1000	5000	6000	A	A	A	A
11	77	B	-	-	-	C	B	D	C	A-2000	2000	4000	A	A	A	A
12	84	A	-	-	-	C	B	A	A	A-600	400	1000	B	A	A	B
13	91	A	21	22	1	A	A	F	E	A-600	1000	1600	A	A	A	A
14	98	A	35	27	8	C	C	A	C	A-500	500	1000	A	B	A	A
15	105	A	29	20	9	C	B	F	B	A-1000	1500	2500	A	A	A	A
16	112	A	-	-	-	A	A	C	C	A-5000	5000	10000	A	A	A	A
17	119	A	35	21	14	A	A	A	A	A-3000	5000	8000	A	A	A	B
18	126	A	-	-	-	B	B	C	E	B ¹ -2000	2000	4000	B	D	A	A
										B ² - 200						
19	133	A	23	23	-	A	A	C	D	B ¹ -600	2000	3000	A	A	A	A
										B ² -400						

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
20	140	A	22	28	-6	A	A	D	D	A-1500	2000	3500	A	A	A	A
21	147	A	20	20	-	A	A	F	B	A-1000	1000	2000	A	A	A	A
22	154	A	20	21	-1	C	C	A	D	A-1000	1000	2000	B	A	A	B
23	161	A	24	27	-3	A	A	C	C	B ¹ -2000	2000	4000	A	D	A	A
										B ² -1000						
24	168	A	-	-	-	C	C	A	C	B ¹ -1000	1000	2000	B	B	A	B
										B ² -500						
25	175	A	-	-	-	B	A	C	C	B ¹ -1000	1000	2000	B	B	A	A
										B ² -700						
26	182	A	26	26	-	A	A	C	C	A-1000	2000	3000	A	A	A	A
27	189	A	20	18	2	C	C	C	C	A-1200	1000	2200	A	A	A	A
28	196	A	26	17	9	A	C	A	C	A-500	500	1000	A	A	A	B
29	203	A	78	56	12	A	A	A	F	A-300	400	700	A	A	A	A
30	209	A	19	20	1	C	C	A	C	A-2000	3000	5000	B	A	A	A
31	216	A	32	20	12	A	A	B	D	A-5000	5000	10000	A	A	A	A
32	223	A	39	24	15	C	B	B	F	A-1300	4000	3000	A	A	A	A
33	231	A	23	15	8	B	B	A	C	A-1500	2500	4000	B	A	A	A
34	238	A	-	-	-	A	A	C	C	B ¹ -500	2000	2500	B	B	A	A
										B ² -500						
35	245	B	27	21	6	A	A	D	C	A-3000	5000	8000	A	A	A	A
36	252	A	32	20	12	A	A	A	D	B ¹ -1000	2000	3000	B	B	A	B
										B ² -1000						
37	259	A	-	-	-	A	A	C	D	A-2000	4000	6000	A	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
38	266	A	-	-	-	A	B	F	C	A-2000	5000	5000	A	A	A	A
39	273	A	53	29	24	A	A	A	A	A-700	300	1000	A	A	A	A
40	280	A	-	-	-	A	A	B	F	A-2000	3000	5000	A	A	A	A
41	287	B	-	-	-	C	C	A	D	A-2000	3000	5000	A	A	A	A
42	294	A	56	24	32	A	A	A	C	A-2000	3000	5000	A	A	A	A
43	301	B	27	20	7	A	A	A	A	A-1000	1000	2000	A	A	A	B
44	308	A	21	19	2	A	A	C	C	A-2000	3000	5000	A	A	A	A
45	315	A	24	23	1	A	A	A	A	A-500	500	1000	A	A	A	A
46	322	A	23	24	-1	A	A	C	D	A-3000	10000	13000	A	A	A	A
47	330	A	31	25	6	A	A	A	C	A-1000	1500	2500	A	A	A	-
48	336	A	22	18	4	C	C	A	C	A-1000	1000	2000	A	B	A	A
49	343	A	-	-	-	C	C	A	B	A-1200	200	1400	A	A	A	A
50	350	B	26	15	11	A	A	C	C	A-2000	2000	4000	A	A	A	B
51	357	A	-	-	-	A	A	A	A	A-10	-	10	A	A	A	B
52	364	A	-	18	-	A	A	A	C	B ¹ -1000	3000	4000	A	B	A	-
										B ² -500						
53	371	A	31	19	12	B	B	C	C	A-4000	7000	11000	A	A	A	B
54	378	A	44	29	15	A	C	F	E	A-2000	5000	7000	B	A	A	A
55	385	A	-	15	-	A	A	C	C	A-5000	6000	10000	A	A	A	A
56	392	B	-	-	-	A	A	C	C	A-2000	3000	5000	A	A	A	A
57	399	A	-	-	-	A	A	C	C	B ¹ -2000	2000	4000	A	B	A	A
										B ² -500						
58	406	A	24	23	1	A	A	A	C	A-2000	2000	4000	A	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
59	413	A	29	21	8	A	A	A	D	A-5000	5000	10000	A	A	A	A
60	420	A	63	47	16	A	A	A	A	A-300	400	700	A	A	A	B
61	427	A	36	31	5	A	A	A	A	A-1000	2000	3000	A	A	A	A
62	434	A	-	-	-	B	B	A	A	A-600	700	1300	A	A	A	B
63	434	A	-	19	-	C	C	A	A	A-1000	500	1500	A	A	A	A
64	448	B	28	16	12	B	B	C	C	B ¹ -1000	1000	1000	A	B	A	-
										B ² -280						
65	455	A	-	-	-	A	B	A	D	B ¹ -500	1500	2000	B	B	A	A
										B ² -200						
66	462	A	27	15	12	C	A	D	C	B ¹ -1000	1000	2000	B	D	A	A
										B ² -1000						
67	469	A	-	-	-	A	A	A	D	A-1000	3000	4000	A	A	A	A
68	475	B	30	20	10	C	C	A	D	A-800	1000	1800	A	A	A	A
69	483	A	21	18	3	A	A	C	C	A-500	1000	1500	A	A	A	B
70	490	A	-	-	-	A	A	A	A	A-1000	2000	3000	A	A	A	A
71	497	A	40	32	8	A	A	C	F	A-1000	1000	2000	A	A	A	A
72	504	A	27	19	8	C	B	A	A	A-1700	700	17000	A	A	A	A
73	511	A	39	30	9	A	A	B	A	A-500	500	1000	A	A	A	B
74	518	A	29	17	12	A	A	C	D	A-5000	5000	10000	A	A	A	A
75	525	A	29	28	1	A	A	A	D	A-1000	1000	2000	A	A	A	A
76	532	A	32	28	1	C	C	C	C	A-4000	8000	12000	A	A	A	A
77	539	A	34	17	17	A	A	B	D	A-1000	-	1000	A	A	A	A
78	546	B	25	21	4	A	A	A	C	A-1000	2000	3000	A	A	A	C

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
79	553	A	31	16	15	A	C	A	D	C-2000	2000	4000	C	B	A	A
80	560	A	29	30	-1	B	C	A	A	A-5000	25000	30000	A	A	B	A
81	567	A	21	18	3	B	B	A	C	B ¹ -1000	1000	2000	B	D	A	A
										B ² -1000						
82	574	A	-	-	-	A	A	C	C	B ¹ -2000	2000	4000	B	C	A	A
										B ² -1000						
83	581	A	26	17	9	A	A	A	C	B ¹ -300	3000	3300	B	B	A	A
										B ² -300						
84	588	A	29	25	4	A	A	A	C	A-1500	2000	3500	A	A	A	A
85	595	A	28	15	13	A	A	D	D	A-1000	2000	3000	A	A	A	A
86	602	A	20	23	3	C	C	A	B	A-700	300	1000	A	A	A	A
87	609	A	-	-	-	A	A	C	C	A-1000	1500	500	A	A	A	A
88	616	A	-	-	-	A	B	A	A	B ¹ -1000	3000	4000	A	D	A	B
										B ² -1000						
89	623	A	26	17	9	A	B	A	D	B ¹ -200	500	700	B	C	A	B
										B ² -200						
90	630	A	28	18	10	A	A	B	C	A-1500	1000	2500	A	A	A	A
91	637	A	28	27	11	C	A	A	B	A-1500	1000	2500	A	A	A	A
92	644	A	48	40	8	C	C	A	A	-	1200	1200	A	A	A	A
93	651	A	27	26	1	C	C	C	D	A-5000	5000	10000	A	A	A	A
94	658	A	23	16	8	A	A	D	D	A-1000	2000	3000	A	A	A	A
95	664	A	31	19	12	A	A	C	C	A-1500	3000	4500	A	A	A	A
96	671	A	19	16	3	A	C	A	C	A-1000	500	1500	A	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
97	672	A	28	19	9	A	A	C	D	A-1000	4000	5000	A	A	A	A
98	679	A	28	28	-	C	B	A	B	A-1000	2000	3000	A	A	A	A
99	686	A	-	-	-	C	C	A	C	B ¹ -900	1000	1500	A	D	A	B
										B ² -200						
100	693	A	22	15	7	A	A	A	C	A-1000	2000	3000	A	A	A	A
101	700	A	29	31	-2	A	A	A	D	A-2000	5000	7000	A	A	A	A
102	707	A	24	15	9	C	B	A	C	A-1000	2000	3000	A	A	A	B
103	714	B	26	19	7	C	C	C	C	A-3000	2000	5000	A	A	A	A
104	721	A	21	21	-	A	A	B	D	A-1000	3000	4000	A	A	A	A
105	728	A	22	21	1	C	C	A	C	A-1000	500	1500	B	A	A	B
106	735	A	40	27	13	A	A	C	C	A-5000	5000	1000	A	A	A	A
107	743	A	29	28	1	A	A	A	A	A-500	1000	1500	A	A	C	-
108	749	A	32	21	11	C	B	A	C	A-250	750	1000	A	A	A	A
109	756	A	27	16	11	A	A	A	C	A-1000	1000	2000	A	A	A	B
110	763	A	32	18	14	C	A	C	D	A-3000	2000	6000	A	A	A	A
111	770	A	-	-	-	B	A	F	D	A-2000	4000	6000	A	A	A	A
112	777	A	25	16	9	A	A	D	D	A-3000	3000	6000	A	A	A	A
113	784	A	30	19	11	C	A	A	B	A-3000	5000	8000	B	A	A	A
114	792	A	-	-	-	A	A	B	B	A-2000	2000	4000	A	A	A	A
115	799	B	31	16	15	A	A	D	C	A-2000	2000	4000	A	A	A	A
116	806	A	28	16	12	C	C	A	F	A-1	20000	20000	A	A	A	A
117	813	B	-	-	-	A	A	C	C	A-1000	2000	3000	A	A	A	A
118	819	A	26	16	10	A	A	A	B	A-500	1000	1500	A	A	A	B

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
119	826	A	41	23	18	C	B	A	C	B ¹ -1000	1000	2000	A	B	A	B
										B ² - 500						
120	833	A	30	16	14	C	C	F	C	A-1000	1000	2000	A	A	A	A
121	841	A	-	-	-	A	A	A	C	B ¹ -1500	1000	2500	B	C	A	A
										B ² -1500						
122	848	A	24	19	5	A	A	B	F	A-3000	7000	10000	A	A	A	A
123	855	A	-	-	-	C	C	B	A	A-1000	500	1500	A	A	A	A
124	862	B	24	16	8	B	B	A	D	A-600	300	900	A	A	A	A
125	869	A	23	15	8	B	A	A	C	A-2000	5000	7000	A	A	A	A
126	876	A	28	19	9	A	A	F	C	A-5000	5000	10000	A	A	A	A
127	883	A	41	20	21	A	A	A	B	B ¹ -2000	2000	4000	A	C	A	B
										B ² -1500						
128	890	A	23	31	-8	A	A	B	B	A-2000	5000	7000	A	A	A	A
129	897	B	34	19	15	C	C	A	C	A-1000	200	1200	A	A	A	B
130	911	A	33	33	-	A	C	A	C	A-1000	3000	4000	C	A	A	A
131	918	A	-	-	-	A	A	A	C	A-1000	2000	3000	C	A	A	A
132	925	A	78	16	62	A	A	A	C	A-5000	5000	10000	A	A	A	A
133	932	A	30	21	9	A	A	A	F	B ¹ -500	1000	1500	B	B	A	A
										B ² -500						
134	939	B	35	21	14	B	B	A	B	A-400	200	600	A	A	A	B
135	946	A	26	19	7	A	C	C	C	-	4000	4000	-	A	A	A
136	953	A	-	-	-	C	A	A	F	A-2000	2000	4000	A	A	A	A
137	959	A	34	17	17	A	A	C	C	B ¹ -1000	2000	3000	B	A	A	A
										B ² -1000						

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
138	966	A	57	44	13	A	A	A	C	-	1000	1000	-	A	A	A
139	973	A	38	22	16	A	A	A	C	A-1	5000	5000	-	A	A	A
140	980	A	-	-	-	A	A	A	C	A-1000	1000	2000	A	A	A	B
141	987	A	25	19	6	C	A	A	C	B ¹ -500 B ² -500	500	1000	B	D	A	B
142	994	A	30	19	11	C	A	A	C	A-15000	15000	30000	A	A	C	A
143	1001	A	26	17	9	A	A	B	C	A-2000	6000	8000	B	A	A	A
144	1008	A	27	25	2	B	C	A	A	A-2000	500	2500	A	A	A	A
145	1015	A	54	16	38	C	C	C	A	A-2000	3000	5000	A	A	A	A
146	1022	B	20	17	3	A	C	A	C	A-10	-	10	A	A	A	A
147	1029	A	28	28	-	C	C	A	A	B ¹ -500 B ² -500	1000	1500	B	B	A	A
148	1036	A	23	16	7	A	C	C	D	A-1000	2000	3000	A	A	A	A
149	1043	A	29	29	9	C	A	A	A	A-1000	1100	100	A	A	A	B
150	1050	A	24	16	8	C	A	A	C	B ¹ -1000 B ² -1000	2000	3000	A	C	A	B
151	1057	A	-	-	-	C	A	C	F	A-4000	9000	13000	A	A	A	A
152	1064	A	26	20	6	A	A	A	A	B ¹ -1000 B ² -400	10000	15000	B	D	A	B
153	1071	A	-	-	-	A	A	A	D	A-1500	500	3000	A	A	A	A
154	1078	A	21	19	-2	B	B	C	C	A-2000	1000	3000	A	A	A	A
155	1085	A	-	-	-	A	A	A	C	A-5000	10000	15000	A	A	A	A
156	1092	A	27	18	9	C	A	D	D	A-1500	1000	1500	A	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
157	1099	A	-	-	-	A	A	A	B	A-1000	2000	3000	A	A	A	A
158	1106	A	20	16	4	C	A	C	A	A-1000	2000	3000	A	A	A	A
159	1113	A	45	36	11	C	A	A	A	A-300	400	700	A	A	A	A
160	1120	A	-	-	-	C	C	C	A	A-600	-	600	A	A	A	B
161	1127	A	20	16	4	B	A	B	D	A-2000	1000	3000	A	A	A	A
162	1134	A	22	19	3	C	C	A	C	A-900	400	1300	B	A	A	A
163	1141	A	24	18	6	A	A	C	A	A-1500	1500	3000	A	A	A	A
164	1148	B	24	15	9	C	C	A	A	B ¹ -1000 B ² -500	1000	2000	B	D	C	A
165	1156	A	29	20	9	C	A	A	C	A-8000	30000	38000	A	A	A	A
166	1163	A	31	17	14	C	A	A	C	A-500	1500	2000	B	A	A	B
167	1175	A	27	22	3	A	A	A	D	A-2000	1000	3000	A	A	A	A
168	1177	A	-	-	-	A	A	B	C	A-1000	2000	3000	A	A	A	A
169	1184	A	25	14	11	A	A	A	D	A-2000	2000	4000	A	A	A	A
170	1191	A	-	-	-	A	A	A	A	A-3000	2000	5000	A	A	A	A
171	1198	A	21	15	14	A	A	B	C	A-1000	2000	3000	A	A	A	A
172	1205	A	44	20	14	B	B	A	A	-	500	500	A	A	A	B
173	1212	A	-	-	-	A	A	D	C	A-1000	2000	3000	A	A	A	A
174	1219	A	-	-	-	A	A	A	A	A-3000	6000	9000	A	A	A	A
175	1226	A	34	19	15	B	A	C	C	A-2500	3000	5500	A	A	A	A
176	1233	A	31	27	4	A	A	A	F	A-1000	5000	6000	A	A	A	A
177	1240	A	27	19	8	C	A	A	C	A-2000	1500	3500	A	A	A	A
178	1247	A	27	16	11	C	C	A	C	A-2000	2000	4000	A	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
179	1254	A	-	-	-	A	A	A	C	-	1100	1100	-	A	A	A
180	1261	A	25	16	9	A	A	C	C	B ¹ -1000	1500	2500	B	C	A	A
										B ² -1000						
181	1268	A	-	-	-	C	C	A	A	-	1000	1000	A	A	A	A
182	1275	A	43	30	13	A	A	A	A	A-900	100	1000	A	A	A	A
183	1282	A	26	16	10	B	B	A	A	A-400	1500	1900	B	A	A	A
184	1289	A	-	-	-	A	A	D	C	B ¹ -1000	3000	4000	B	B	A	A
										B ² -1000						
185	1296	A	-	-	-	B	B	A	F	A-500	2000	2500	A	A	A	A
186	1310	B	46	44	2	C	B	A	A	A-100	400	500	A	A	A	A
187	1310	A	30	16	14	B	B	A	F	A-400	1500	1900	A	A	A	A
188	1317	A	19	19	-	C	C	A	B	B ¹ -1100	1000	2100	B	B	A	A
										B ² -600						
189	1324	A	22	18	4	A	A	F	C	A-1000	2000	3000	A	A	A	A
190	1331	A	23	24	-1	C	C	D	C	B ¹ -1000	1000	2000	B	B	A	B
										B ² -500						
191	1338	A	25	25	-	A	A	A	C	A-1000	2000	3000	A	A	A	A
192	1345	B	46	19	27	A	A	D	C	A-3000	2000	5000	A	A	A	A
193	1352	A	33	19	14	A	A	D	C	A-1000	3000	4000	A	A	A	A
194	1359	A	32	18	14	A	A	A	C	A-2000	1000	3000	A	A	A	B
195	1366	A	31	20	11	A	A	A	C	A-1000	1000	2000	A	A	A	A
196	1373	A	20	20	-	A	A	A	D	A-900	1000	1900	A	A	A	B
197	1380	A	18	25	-8	C	C	A	D	A-1500	2000	3500	A	A	A	A

C. No	M. No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
198	1387	A	23	17	6	A	A	A	C	A-1000	2000	3000	A	B	A	A
199	1390	B	-	-	-	A	A	C	C	B ¹ -1000	1000	2000	A	B	A	-
										B ² -1000						
200	1408	A	22	18	4	A	A	C	C	A-5000	8000	13000	A	A	A	A
201	1415	A	25	16	9	C	C	A	D	A-1000	1000	2000	A	A	A	A
202	1422	A	52	40	12	B	C	A	A	-	100	100	-	A	A	A
203	1429	A	23	15	8	A	B	F	C	A-1000	2000	3000	B	A	A	A
204	1437	A	20	20	-	A	A	A	C	A-1000	1000	2000	A	D	A	B
205	1443	A	29	19	10	A	A	C	C	A-1000	1000	2000	A	A	A	A
206	1451	A	29	26	3	A	A	A	C	A-1000	4000	5000	A	B	A	A
207	1458	A	28	17	11	A	A	F	C	A-3000	3000	6000	A	A	A	B
208	1465	A	-	-	-	C	A	A	C	A-500	1500	2000	B	A	A	A

Totals

A=187, B=11.

-

-

-

A=135, B=28, C=47.

A=127, B=22, C=61.

A=128, B=43, C=14, D=14, E=11.

A=36, B=17, C=108, D=36, E=2, F=11.

-

-

-

A=158, B=44, Unknown=3.

A=169, B=23, C=7, D=11.

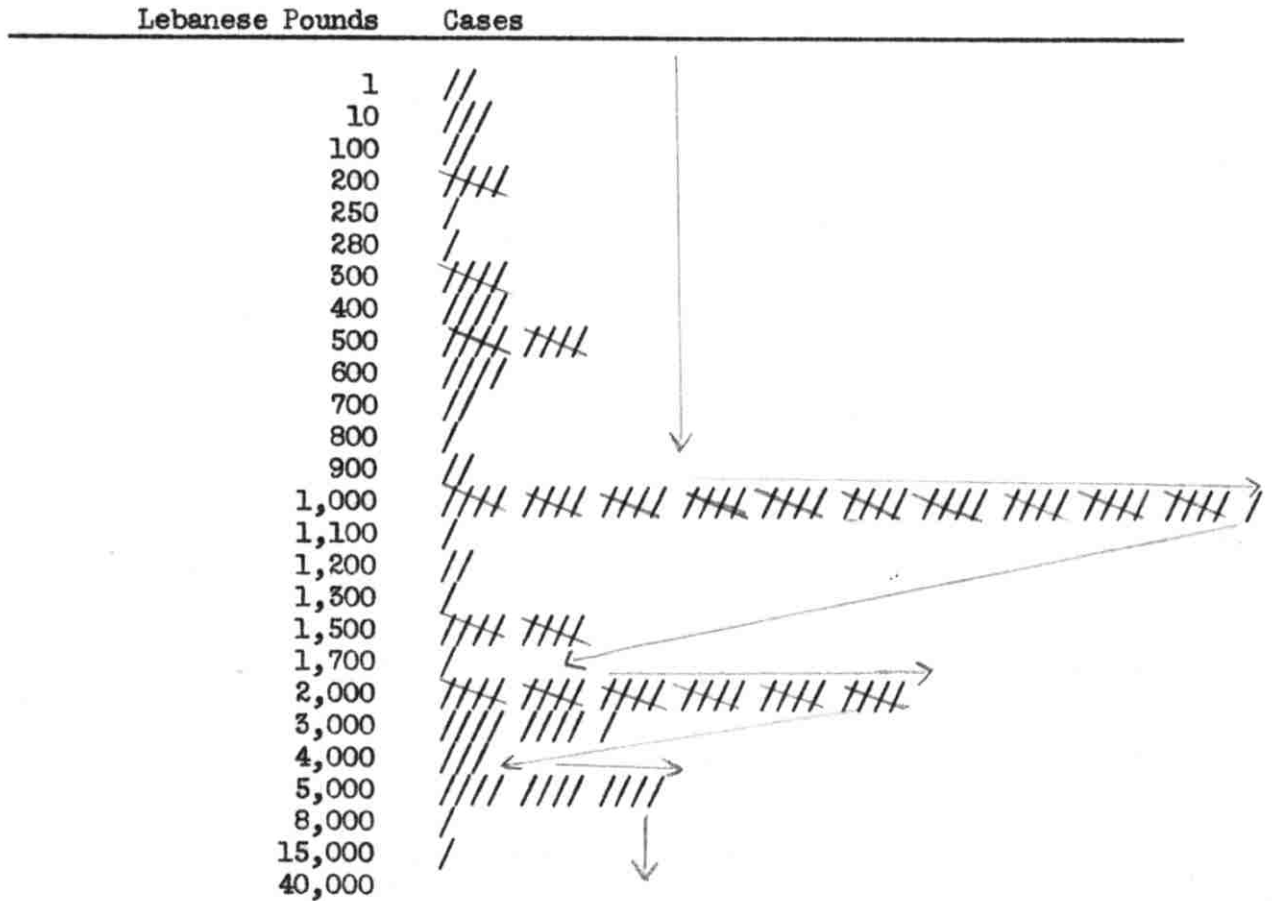
A=207, B=1, C=2

A=149, B=50, Unknown=11.

APPENDIX C

FIG. 3

ILLUSTRATION OF MAHR CLASSIFICATION*



* Graphic presentation of assembling the marriage payment data for 1956 - cash only (Code Number /9A/).

APPENDIX D

LIMITATIONS OF THE STUDY

The main short coming of this study springs from the fact that multi-variant analysis has not been used. The justification for such a short coming can be explained in terms of the few cases present in the universe of 1936. As for the sample of 1956, again the control method was not used due to the fact that there are few cases.

Ex post facto. It is clear to the author that the study would have been improved by using the full population of marriage contracts for 1956 rather than taking a sample of them. This would have allowed enough cases for some multi-variate analysis for 1956. Also, it would have saved the labor involved in computing sampling error for 1956 statistics.

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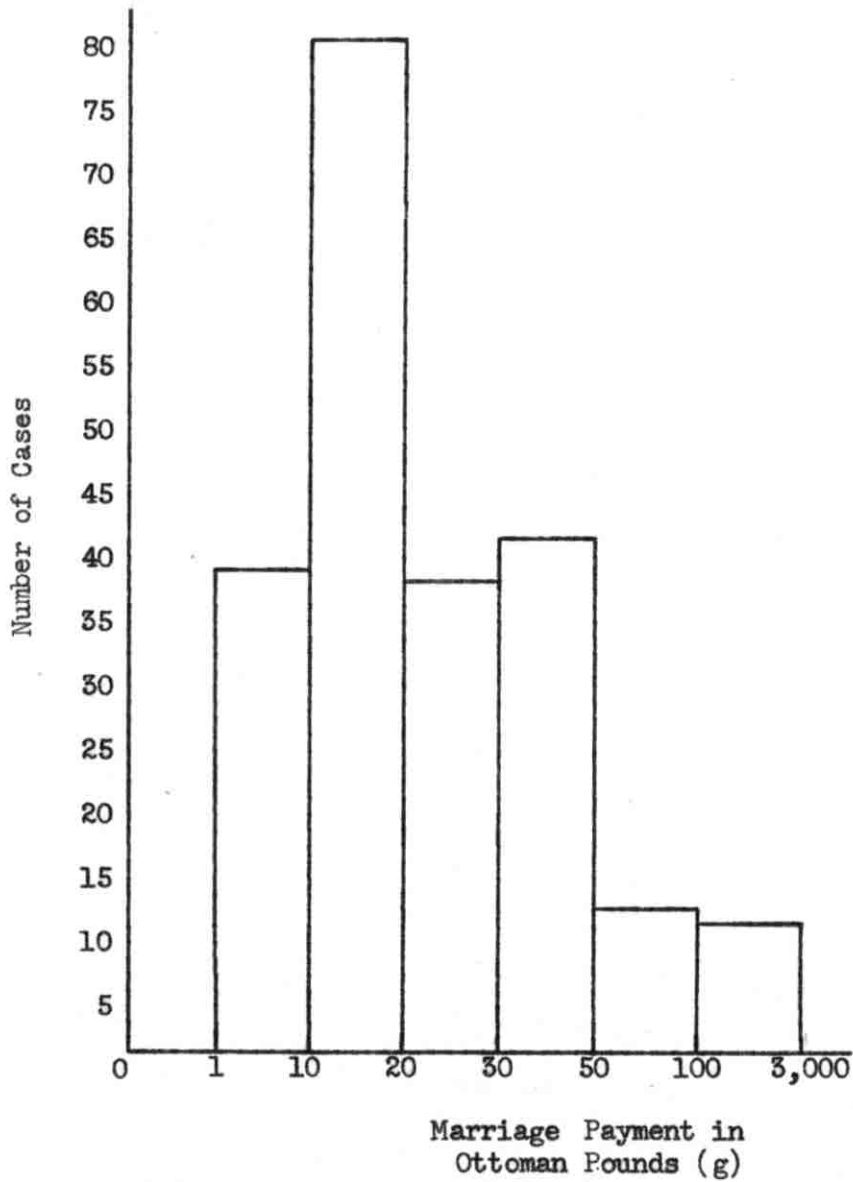
APPENDIX E

GRAPHIC PRESENTATION OF THE DISTRIBUTION OF MAHR FOR 1936 AND 1956

The following figurative scales are graphic presentations of mahr payments; prompt, deferred, and total payments for 1936 and 1956. The cutting points of the distribution are presented according to the modal categories. The mean and standard deviation for each distribution is also presented. The computation of the mean and standard deviation was done from ingrouped data for all the quantitative variables.

FIG. 4

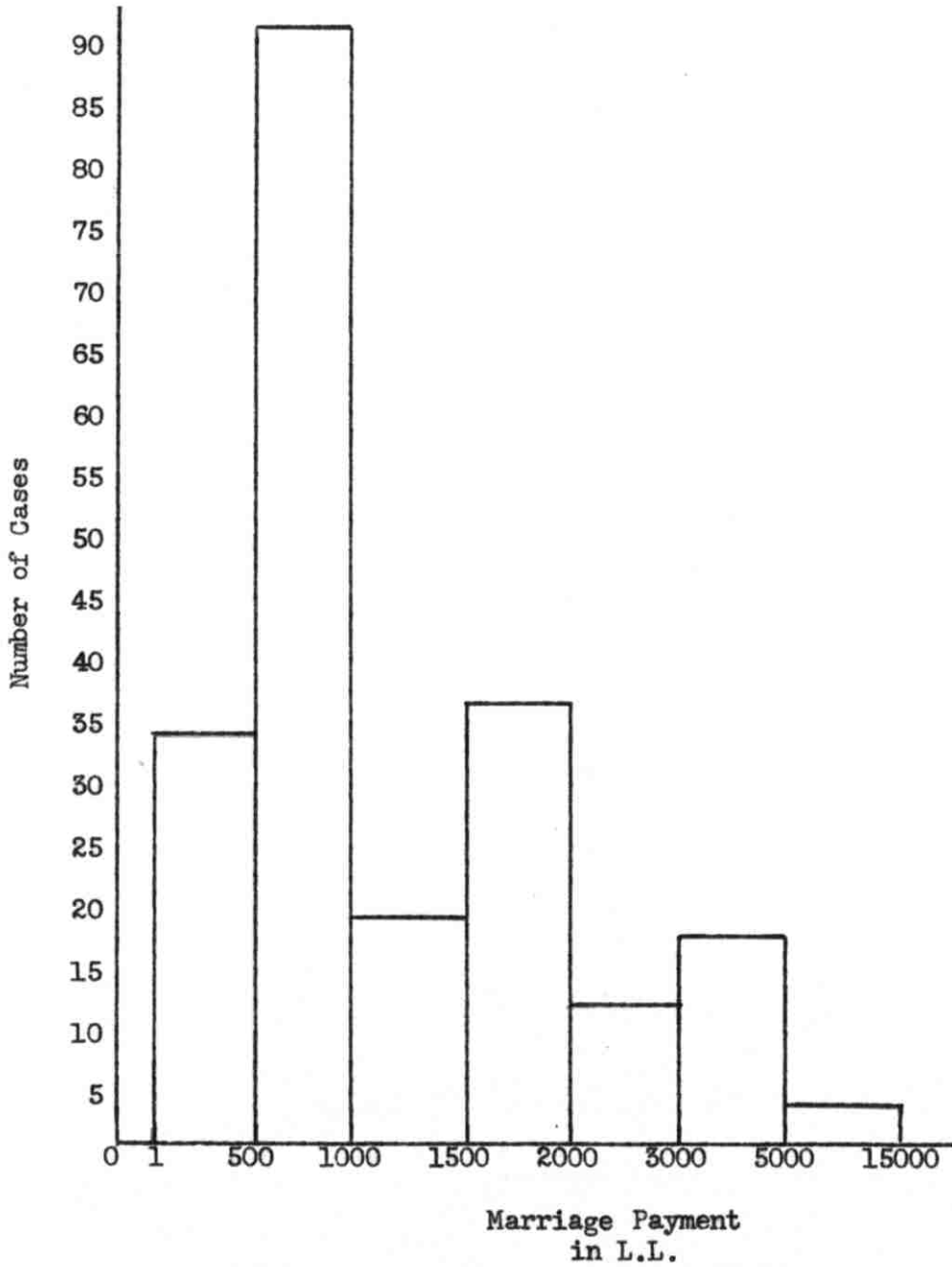
FREQUENCY DISTRIBUTION OF PROMPT PAYMENT FOR THE YEAR 1936



Unknown Cases = 2, \bar{x} = 64.11, S^2 = 85449.06, S = 255.8.

FIG. 5

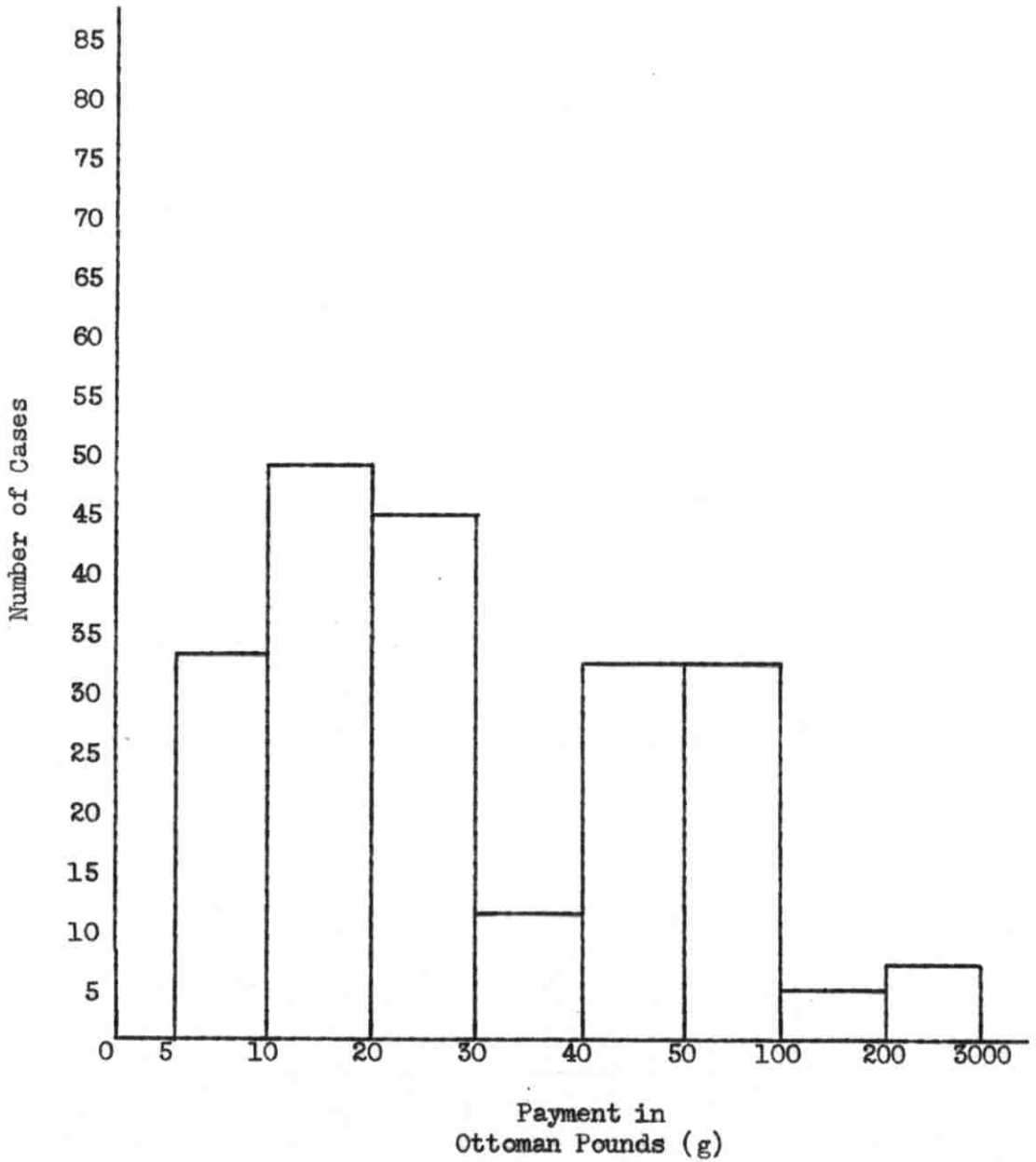
FREQUENCY DISTRIBUTION OF PROMPT PAYMENT FOR THE YEAR 1956



Unknown Cases = 8, \bar{x} = 1616.25, S^2 = 2,511,908.25, S = 1584.8.

FIG. 6

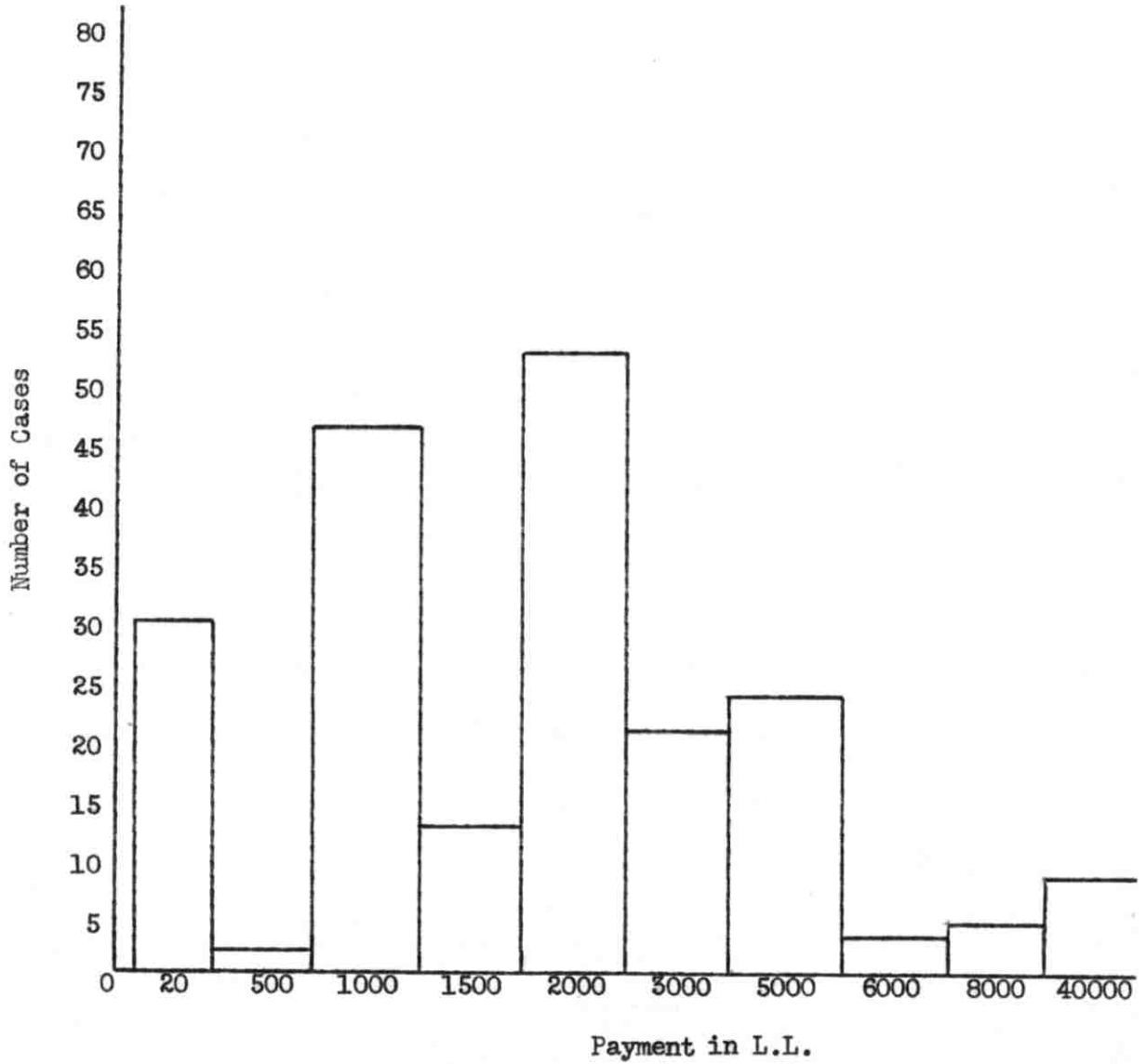
FREQUENCY DISTRIBUTION OF DEFERRED PAYMENT FOR THE YEAR 1936



$\bar{x} = 104.61 (2716.96)$, $S^2 = 63683.44$, $S = 232.5 (20206.3)$.

FIG. 7

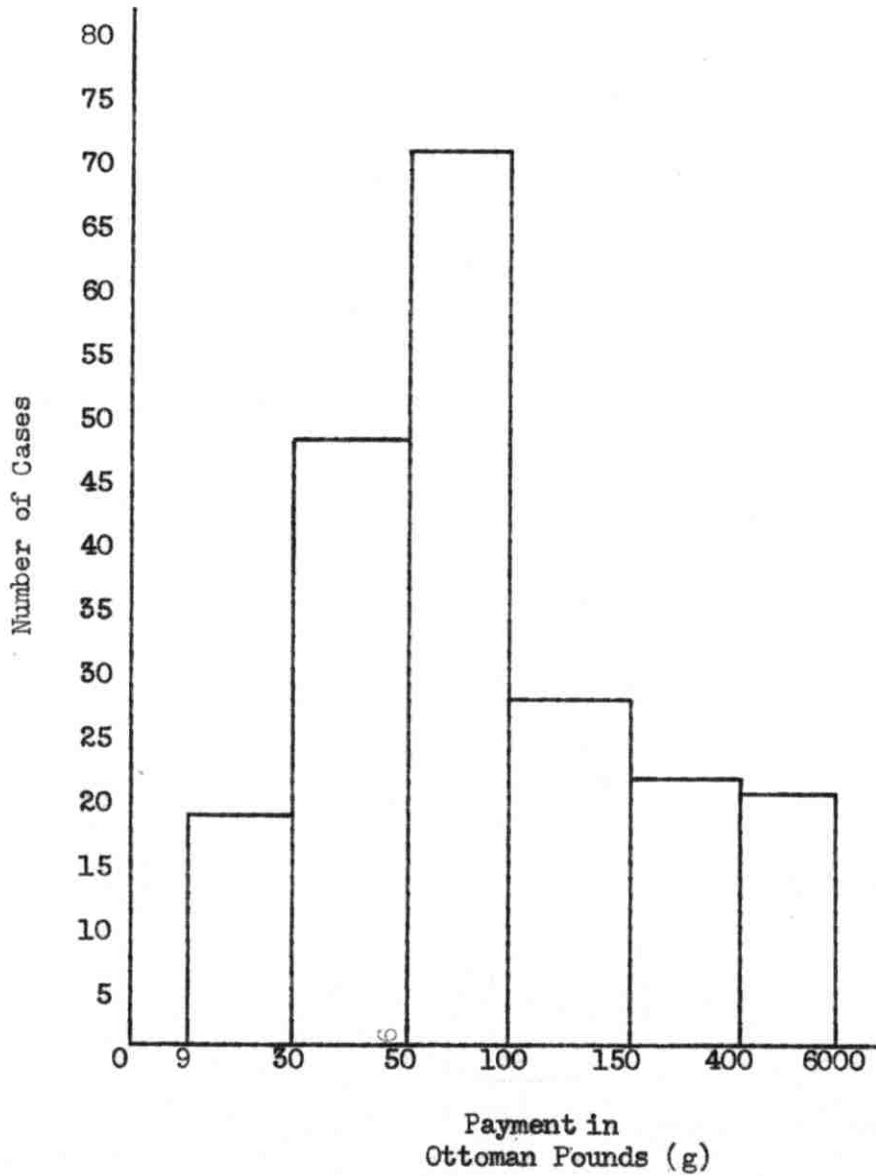
FREQUENCY DISTRIBUTION OF DEFERRED PAYMENT FOR THE YEAR 1956



Unknown Cases = 5, \bar{x} = 2817.17, S^2 = 9906,257.58, S = 3147.4

FIG. 8

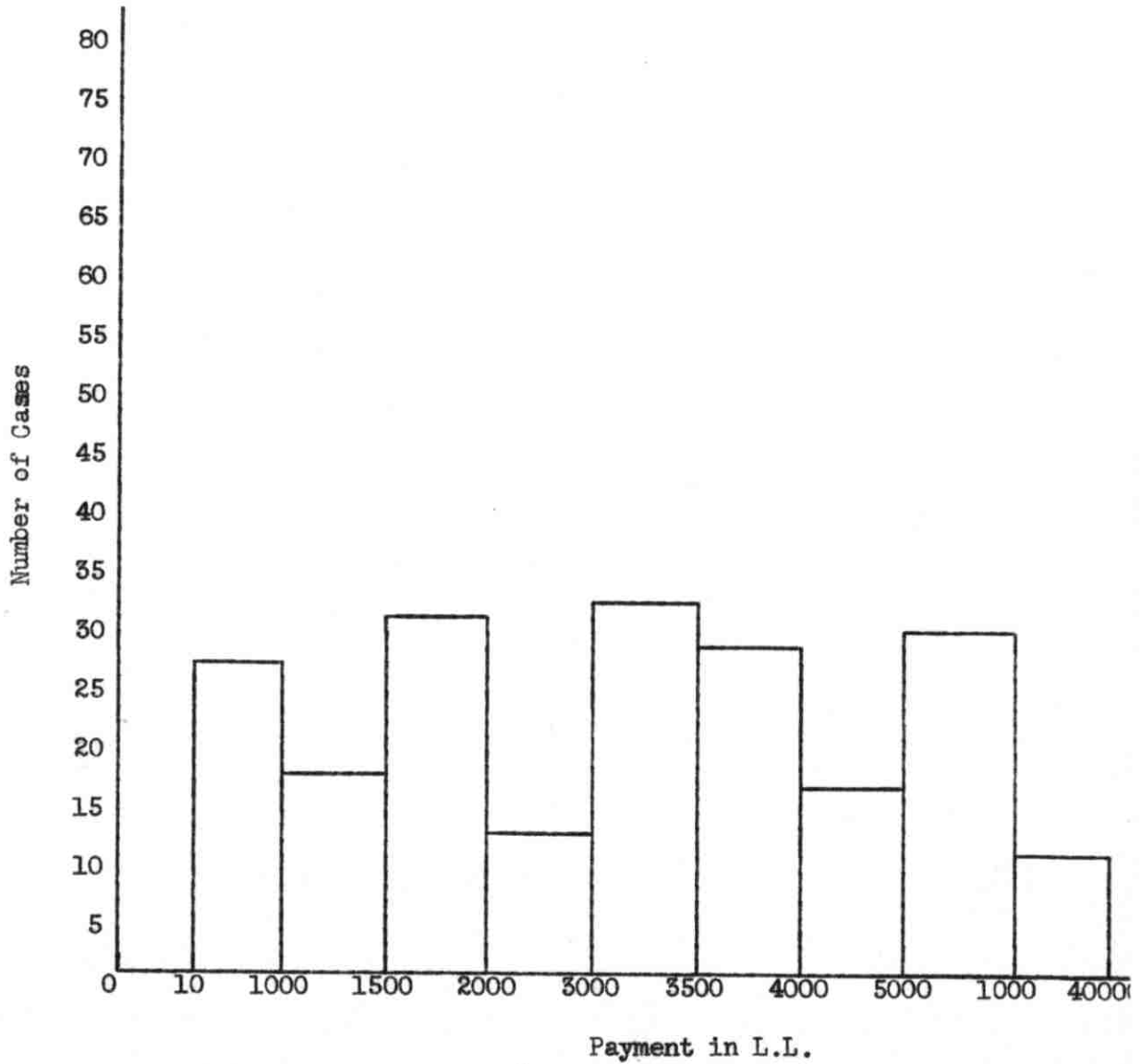
FREQUENCY DISTRIBUTION OF TOTAL PAYMENTS FOR THE YEAR 1936



$$\bar{x} = 132.18, S^2 = 220912.01, S = 470.1$$

FIG. 9

FREQUENCY DISTRIBUTION OF TOTAL PAYMENT FOR THE YEAR 1956



$$\bar{x} = 4345.24, s^2 = 27,884,477.91, s = 5280.5$$

BIBLIOGRAPHY

English Books

- Anshen, Ruth Nadered. The Family, Its Function and Destiny, New York: Harper, 1949.
- Beirut Universite Saint Joseph. La Famille Libanaise Beyrouth. Institutions VI 4^e Semaine Social de Beyrouth.
- Buksh, Khuda. Marriage and Family Life Among the Arabs, Qureshi, Art Press Lahore, 1953.
- Deghestani, Kasem. Etude Sociologique Sur la Famille Muslumans Contemporaine en Syrie, Paris, Leroux ().
- Engles, Friedrich. The Origin of the Family, London: Foreign Languages Publishing House, 1954.
- Fyzee, A. Asaf. Outlines of Muhammadan Law, Geoffery, Cambridge-Oxford University Press, 1959.
- Goodrich, A. Freer. Arabs in Tent and Town. The Duneden Press Limited, Edinburgh, 1924.
- Granqvist Hilma. Marriage in a Palestinian Village, London: Helsingfors, 1931.
- Hontsma and A.J. Wensiock. Encyclopedia of Islam, Holland: Leiden E.J. Brill, 1936.
- Hughes Thomas Patich. Dictionary of Islam. London: Scribner Welford and Company, 1885.
- Kaddir & Liebesny. Law in the Middle East, D.C.: Middle East Institute, Vol. 1, 1955.
- Lamens, H. Islam Beliefs and Institution, London: Ross Methuen, 1929.
- Lanes, E.W. Manners and Customs of Modern Egyptians, London: J.M. Dent and Sons Ltd., 1923.
- Arabian Society in the Middle Ages, London: Stanley Lanes Pool, Chatts & Windus, 1883.

- Lane, E.W. The English Women in Egypt, London: Knight, 1844.
- Martindale Don, and Monachase, E. Elements of Sociology, New York: Harper Brothers, 1951.
- Murdock, George Peter. Social Structure, New York: Macmillan Company, 1949.
- Rivers, W.H.R. Kinship and Social Organization, London: Constable & Co. Ltd., 1914.
- Rowlatt, Mary. A Family in Egypt, London: Hale, 1956.
- Shukri, Ahmad. Muhammadan Law of Marriage and Divorce, New York: Columbia University Press, 1917.
- Smith, William Robertson. Kinship and Marriage in Early Arabia, London: A & C Black, 1907.
- Stern, Gertude. Marriage in Early Islam Among the Arabs, London: The Royal Asiatic Society, 1936.
- Western Mark, Edward. History of Human Marriage, London: Macmillan & Co. Limited, Vol. 2, 1925.

Arabic Books

- Al Abiari, Mohammad. Summary of the Laws Concerning Personal Problems, Egypt: Sukar Ahmad Publishing Company, 1912.
- Al Askari, Ahmad. Major Marriage Cases at Court, Egypt: Dar Al Ma'arif, (no date).
- Alwafi, Ali Abed. Family and Society, Egypt: Dar Ihiay Al Kutub Al Arabia, 1945.
- Al Kyshnawi, Abi Bakr. Marriage According to the Malki School of Thought, Egypt: Dar Ihiay Al Kutub Al Arabia, 1367 (Hijra).
- Hassan, Lutfi. Marriage in Islam, Egypt: Al Mutba'a Al Masria, 1938.
- Yakin, Zuhdi. A Comparative Study of Moslem Marriages In Relation to Other Laws of Marriages in World, Beirut: Modern Library, 1952.
- Wilken J. Motherhood Among the Arabs.

OTHER PUBLICATIONS

English

Nahas, Kamel. "The Family in the Arab World", Marriage and Family Living,
Vol. 16, 1954.

Burrows, M., "The Basis of Israelite Marriage", American Oriental Series,
Vol. XV, 1938.

Legal Laws

Turkey. The Legal Rights of the Family in Marriage and Divorce, Beirut:
1912.

Civil Laws. Personal Laws, Lebanon: 1952.