From dowries to prenups: the evolution of a genre

The idea of writing and signing prenuptial agreements is not a new one in common law countries, both legally and culturally. Women have always wanted to make sure that they would not find themselves homeless in case of a divorce or death of their spouse (Stoner K.E. and Irving S., 2008:1-2).

Prenuptial, antenuptial, premarital agreements are, in fact, contracts signed in contemplation of divorce for protection against post-nuptial disagreements to handle the financial aspects of marriage. More precisely, they “describe the rights, duties and obligations of prospective spouses during and upon termination of marriage through death or divorce” (Greenstein 1992).

In history we have several examples of contracts of these type: dowries were considered a type of prenuptial agreements. In Ireland, for example, a Celtic institution foresaw that men and women had to contribute an equal amount from their own property and they had to keep account of the profits of their conjoint resources (suggesting that each reserved ultimate ownership of what was contributed to the marital fund) (http://www.ucc.ie/celt/marriage_ei.html). Edward IV was said to have had a pre-nuptial agreement with Eleanor Butler sometime between 1461 and 1464, while Elizabeth Oglethorpe, in 1744, before marrying General James Edward Oglethorpe asked him to sign a premarital agreement with the intent to protect her property rights.

The present study, which is part of an ongoing work on pre-nuptial agreement discourse, aims at carrying out a diachronic analysis of some prenuptial agreements in common law countries. The purpose will be to highlight the evolution and changes that have characterized this legal genre in terms of textual organization and specific vocabulary in history up to the most modern models of online prenups. As Gotti puts is “there is usually a close link between the type of specialized text and its structure, which in turn implies a number of correlations between the conceptual, rhetorical and linguistic features that characterize the text itself” (2005:112).

Prenuptials, as prescriptive legal texts, set up rules to regulate the matter of property division after divorce or death, “in such a way as to ensure that there is no room for misinterpretation” (Williams 2005:122). This entails their compliance with specific rules or norms and certain linguistic choices typical of their specific text genre.

The issue of gender bias will also be tackled with reference to the role held by women within families and institutions and, therefore, highlighting whether and how they are addressed, directly or indirectly, through personal pronouns, specific lexical choices or any other linguistic devices in the agreements.

Essential bibliography

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