

ACCEPTANCE OR REJECTION
OF A MARRIAGE CONTRACT

by

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CHAPTER I

INTRODUCTION

Marriage contracts that deal with the marital relationship--as opposed to those that deal with property¹--are increasingly being proposed and discussed in both the mass media and some professional publications as an alternative to the traditional marriage contract. However, marriage and family sociologists, lawyers, and publishers of popular magazines, the people most responsible for these proposals, have made no known, systematic attempt to discover how the general public would react to this alternative. Since the population of this country stands to reap the benefits or disasters of such changes in marriage and divorce laws, it appeared logical, if not necessary, that a research project be attempted that would reach a large number of people and that would have the ability to supply valuable information to those interested in, and proposing, social and legal change in marriage and divorce.

¹Ante- and post-nuptial property contracts were part of English common law, and are therefore part of our legal heritage. Such contracts have been traditionally upheld and enforceable as long as they did not facilitate the breakdown of the marriage and "... the parties be fully aware of the legal ramifications and that there be full disclosure of the properties involved." (Zenor, 1972, p. 66)

This research, then, is an attempt to study:

1) Whether or not a certain type of marriage contract would be used, assuming it were legal and easily available.

2) Who would be most apt to use a certain type of marriage contract, assuming it were legal and easily available; i.e., would the sex, age, occupation, education, marital status, or number of children affect the probable use of a certain type of marriage contract?

3) What kinds of problems and life decisions seem most necessary to be included in such a contract, as would be evidenced by the indication of probable use or non-use of the clauses in a marriage contract.

This particular marriage contract represents rational goal setting for a couple that uses it. Its users would have to consciously reject--at least in part--that love is a panacea, and that people are naturally "right for each other." Instead, the users would have to rely on the planning of their marriage through verbalization of values, goals, and expectations, and, ultimately, through a written statement of these values, goals, and expectations.

The present research was justified not only because of casual proposals for the use of marriage contracts, but for at least one more serious reason: in 1971, and again in 1972, a proposal for a three-year renewable contract marriage was introduced in the Maryland House of Delegates. This proposal would make any marriage, of a couple so electing, a contract for three years. The contract, at the end of each

and every period thereafter, would be subject to renewal for an additional three year period. (Zenor, 1972; Marriage Contract Bill H. B. 3, 1972)

Even though the 1971 bill--plagued with fault-oriented clauses and unclear statements--died in committee,² Zenor (p. 662) sees the significance of the bill resting in its effect to reverse

... the polarities of traditional divorce law, requiring affirmative acts to continue a marriage rather than terminate it. It would have created a right marital partners have never before possessed--the right to dissolve a marriage, at least at specified intervals, without state interference.

Since one of the clauses in the marriage contract used in this research deals with the concept of marriage renewability and termination, this legislation--abortive or successful--added significant weight to the initial argument for the present research. It seemed to indicate a growing interest in marriage contracts of at least one kind and a dissatisfaction with present marriage and divorce laws. Furthermore, this legislation seemed to have the potential for not only affecting the marriage and divorce laws of one state, but for setting a precedent for other states. Again, there appeared to be no available information about what potential users think of this bill.

If resources, in the form of human time and ability,

²The status of the 1972 Marriage Bill is unknown. It appears to be essentially the same as the 1971 bill.

and in taxes for the processes of legislation, not to mention education, are to be used in modifying marriage and divorce laws and the attitudes toward them, then there is a need for knowing how these changes will be accepted by the population. This research has been an attempt to explore the acceptance of one possible modification: the marriage contract that deals with relationships.

CHAPTER II

REVIEW OF LITERATURE

The surprising thing is not that marriage and attitudes to it are changing, but that so many still follow the old pattern and that, amid change and the apparent collapse of old values, young people today still embark on married life as their parents did in a vastly different world. (Cooper, 1973, p. 83.)

Change! Change in marriage could go in many directions. One proposal for change in marriage is advocated by Margaret Meade (1970), who promotes two forms of marriage, one which can develop into the other (though it need not), each with its own possibilities and special forms of responsibility. The initial form would be termed individual marriage, the sole purpose being to bind together two individuals. This would be a licensed union in which two individuals would be committed to one another for as long as they desired to remain together. There would be no children in this form of marriage.

If a couple in the first form of marriage desired a family, then they might move into a parental marriage. This form would necessitate a background of a good individual marriage. Every parental marriage would have to be preceded by an individual marriage. Couples would have to meet certain requirements before entering into a parental marriage, such

as economic stability, success of marriage, and good physical and mental health. The state would have the ultimate authority in deciding which couples could contract the more lasting, parental marriage.

Satir (1967) suggests that an apprentice period, which is socially approved, needs to precede actual marriage. In this trial period the couple would have an opportunity to explore and experiment with their relationship.

Habel (1969) sees marriage being made a civil contract, formed by mutual consent and dissolved by mutual consent. For those couples who agree to have no children, contraceptives and sex education would be available. When children are desired, the law would require a twenty-year contract.

McCarthy (1974) also advocates marriage contracts--as a preventive measure: "If the state is in the business of dissolving marriages, it should first assume an obligation of preventing them, a much cheaper process." (p. 16) He continues to describe the value of marriage contracts in the following manner: "Couples about to marry don't need facts about marriage--they won't believe the shipwreck statistics anyway. What they need are facts about each other..." and "A marriage contract is a skeleton that keeps the body of agreement together while the muscles--attitudes and habits--work independently... ." (p. 16)

The concept of marriage contracts is not new. They have been part of the marriage sphere stretching back to biblical times. There are numerous accounts in the Bible in which

prospective bridegrooms worked for their future fathers-in-law to gain the right to marry their daughters. These agreements were based on property and how it was to be acquired, controlled, and shared.

Ante- and post-nuptial property contracts have been widely used, historically, until the past one-hundred years. In submitting a suggested form for marriage contracts, "...in the hope that interest in them may be revived... ," (1971, p. 454) LeBlanc quotes Morrow (1959), who discusses the use of marriage contracts in Louisiana:

...as a practical matter these legal institutions have long since become obsolete. It has been reported that a sampling of parish records in Louisiana reveals that the use of marriage contracts, except in rare and scattered instances, had ceased by 1880 . . . the device may be presumed to be used today only by a few mature persons of means who are contemplating marriage and wish to contract away the community regime.

As the use of property-oriented marriage contracts waned, relationship-oriented marriage contracts have begun to appear. As early as 1792, Mary Wollstonecraft and William Godwin submitted to marriage only after they had agreed upon their own terms. (Edmiston, 1972) There were separate quarters and they each retained separate friends. In 1855, Lucy Stone and Harry Blackwell wrote their own marriage contract protesting the inequities of American marriage at that time (Edmiston, 1972). Lucy Stone retained her maiden name and publicly repudiated the marriage laws of the time, which suspended the legal existence of the wife during marriage

(Edmiston, 1972; Andreas, 1971).

In 1947, A. C. Hager and Leota Rakes recorded their ante-nuptial marriage contract in the Lincoln County Court-house, Hamlin, West Virginia, in which Mr. Hager set down very definite guidelines concerning the wide latitude of behavior for himself and the narrow scope of the future Mrs. Hager's behavior. Some of the more interesting passages include:

...A. C. Hager party of the first part shall have full, free and unmolested control of the premises... including all the belongings of both the party of the first part and the party of the second part, and he shall in no way be hindered from his duties as a Minister, surveyor, "Lodge man," or anything else he may desire to be employed in or by, to go and to come at his will and pleasure...and shall say who shall stay, and who shall be dismissed, sent away... . Leota Rakes hereby agrees that she will after becoming the wife of the party of the first part sign any other paper, deed, contract, or other writings her husband may direct her to sign, and he...shall not be bound by any obligation to furnish anything to go on, or to live on, or to support his wife on, except as he may desire... . Leota Rakes...agrees not to allow any ruff [rough] words, or bad language, or fussing, or love songs, or no music except sacred music...and the said A. C. Hager shall not be sued for anything [by Mrs. Hager]. (Hager and Rakes, 1947, p. 210)

Certainly the Hager and Rakes contract seems a step in the opposite direction from the Wollstonecraft-Godwin and Stone-Blackwell contracts, yet all three show the felt need by the parties involved for clarification of what their relationships were to be.

Today, marriage contracts written by individual couples are of interest to many people. An individual marriage contract drawn up by a husband and wife (Shulman, 1971), and

published by Redbook, outlined the couple's basic beliefs, job breakdown, and schedules, the emphasis being on equality. Readers were asked to respond to the contract by means of letters. No structure for the responses was suggested. Two thousand housewives responded, showing every feeling from disgust to elation with the Shulman's contract.

Shulman (1972), in reviewing the readers' responses, concluded that:

1. Most readers generally agreed with the ideal of husband and wife equality.
2. Most readers agreed that a fair arrangement was worth struggling for, if not for themselves, at least for others.
3. The majority questioned the means of achieving equality through a formally written contract.
4. Very few actually condemned the experiment. Even those who were strongly critical upheld the Shulman's right to live as they decided.

Until recently (see Sussman, et al., 1973), this was the only example of any effort being made to discover what people thought of any marriage contract. It still remains the only one with reported results.

Ms., a fairly new women's magazine, has also published articles dealing with marriage contracts in the past two years, although no responses were solicited. The more recent article (Cody and Sadis, 1973) reproduced the marriage contract of Harriet Cody and Harvey Sadis in its entirety. The Sadis' marriage contract had ten articles, and covered much of the same areas of concern that the marriage contract designed for this research had.

An article in the introductory issue of Ms. (Edmiston, 1971), illustrated the procedure a couple could utilize in drawing up an individual contract. This basic form, called the "Utopian Marriage Contract," included such clauses as division of housework, child care, finances, sexual rights and freedoms, birth control, and whether or not to have children. This model served as a basic guideline which can be interpreted by the couple in their own manner.

Edmiston (1971) stated that couples should begin immediately to make whatever contracts that suit their needs. The reason behind this advice seemed to stem from the fact that some lawyers felt that the state's intervention in people's marriages might "...be in violation of Article I, Section 10, of the United States Constitution," which says that the states are prohibited from passing laws "...impairing the obligation of contracts." (p. 71) Edmiston cites other legal experts who feel that contracts must first be established in order to test them in a court of law. "Decisions rendered today might not be the same as those rendered twenty years ago." (p. 71)

Zenor (1972), writing in the Cornell Law Review about divorce reform patterns, includes the marriage contract as one alternative. She seems to be in agreement with Edmiston when she states: "Only actual experimentation can prove--or disprove--the claims of its [reform's] detractors." (p. 667)

Law journals are reflecting the difficulties and realities of marriage contracts by the attention given this subject

in the past few years. Zenor's (1972) article questions basic civil rights in the marriage contract. In a recent decision (Loving vs. Virginia) the supreme court gave constitutional protection to marriage, apparently interpreted within its traditional context--as the monogamous, heterosexual, familial, and permanent relationship that state regulations universally promote. While the Loving decision elevated the right to marry to the status of a constitutionally protected liberty, termination of an unsuccessful marriage has never been regarded as a fundamental or basic right. This article, however, cited the state of Maryland's bill for renewal and termination of marriage as a step toward that right.

Taylor (1969) analyzed the enforceability of marital contracts in relation to North Carolina laws. Both ante- and post-nuptial contracts were cited, along with the tests that determine whether these contracts will be--or were--enforced. These contracts dealt with various topics: property, rendering of services of one spouse to another, separation, and rearing of children in a particular religion.

Taylor was questioning "...whether the law of contracts provides the most meaningful method available for the analysis and expression of public policy of marriage contracts." (p.835) There seemed to be no easy answer to this, since the topic in the contract affected each. Many marital agreements cited had, in general, been made informally, causing a great many problems in enforceability. Taylor suggested that a lawyer

who knows and understands the laws affecting marital contracts needs to be consulted when such a document is being conceived.

An actual implementation of a legal procedure in which married couples, with the aid of an attorney and a marriage counselor, write their own marriage contract was established in Los Angeles, California. The basic purpose of this program was to reconcile married couples by means of a marriage contract. (Crenshaw, 1962)

The original form of the reconciliation agreement was worked out in the late 1950's by the Conciliation Court. At that time it was recognized that the love, honor, and cherish theme of the typical marriage ceremony was sufficient to launch the marriage, but that a more specific contract was needed for the daily lives of a married pair. It was clear that these contracts, in a very real sense, must be human documents, going far beyond the technical requirements of the average business contract or partnership agreement. It therefore became essential to incorporate in the supplemental marriage contract certain psychological concepts apart from any enforceable language having to do with specific acts and rights. The results of this unique program seemed promising. Of 1,262 couples who agreed to cut off plans for divorce, and were exposed to the program, seventy per cent were living together a year after reconciliation.

The literature thus far cited suggests there is an interest in finding alternative contracts for marriage that will be more compatible with individual life styles, and that such interest has precipitated serious concern and action, as evidenced by the legal questions raised and by legislative attempts. The only serious research effort in the area of marriage contracts, however, is just currently being launched at Case Western Reserve under the direction of Marvin B. Sussman (Sussman et al., 1973). It is a pilot study with the following objectives: to develop a comprehensive taxonomy of personal marriage contract provisions for various populations; to determine the rationale and process of contract formation; and to establish the feasibility of pursuing further in-depth studies. The study began in January, 1974, and should be completed in December, 1974. It is the hope of this researcher that her own research will contribute--in some small way--to the body of knowledge that will begin to emerge from Sussman's larger study.

CHAPTER III

STATEMENT OF PROBLEM AND PROCEDURE

Purpose

Since this research was both exploratory and descriptive in nature, no hypotheses were made. The objectives were to:

1. Study whether or not a certain type of marriage contract would be used, assuming it were legal and easily available, by various groups of people.
2. Study the relationship between the acceptance or rejection of a certain type of marriage contract and selected demographic variables of the subjects.
3. Study which clauses in the marriage contract developed would be most likely to be used by the various groups.

The Instrument

The instrument used was developed by the researcher. It consisted of a description of a marriage contract framework, and a brief explanation of how it could be implemented. After reading the description, the respondent was asked to complete a questionnaire that accompanied the description.

The respondent was asked if he would use this type of

marriage contract, whether he thought others should be allowed to use it, even if he would not, and whether he thought his spouse/fiancee would use it. Then the ten possible clauses of the contract were listed, and the respondent was asked whether he definitely would use, probably would use, probably would not use, or definitely would not use each clause.

The marriage contract, and the proposed procedure for implementing it, was developed by Marsha Harshbarger and Kathy Bogdanoff Kazzaz (1972). It has been the source for all versions of a marriage contract developed for the present research. The original contract is reproduced below.

The Contract

When considering the proposal of a marriage contract, the authors feel that it would be short-sighted to propose only the contract, per se, without also proposing the procedures for implementing it. Important considerations seem to be the structure of the department that will handle the contract, the functions of that department, and the conditions for obtaining and using the contract.

Those advocating contractual marriages seem to leave these considerations entirely out of their writings (exception: Crenshaw, 1962); therefore, models for procedures, and structures to handle them, are not available. This proposal, then, is original, thus limited, and is certainly open to revision.

The most logical place to obtain a marriage contract form appears to be the county clerk's office, the same place a marriage license is traditionally obtained. In addition to the existing staff in this office, an adjunct staff would be set up along with it. This staff would consist of a lawyer, appointed by the domestic relations court judge, a marriage counselor, appointed by the Department of Mental Health, a legal secretary, and a clerical secretary. The salaries of this staff would be paid by state and county taxes.*

The lawyer's duties would include counseling each marriage applicant about the traditional marriage and divorce laws--written and implied, the alterations or modifications of these laws when the marriage contract is chosen, the procedure for drawing up the contract, and the conditions for renegotiation, renewal, and termination of the contract; applying the law as it relates to each couple, specifically; and preparing and recording the actual contract.

The marriage counselor's duties would include counseling each couple seeking to use the marriage contract form; interpreting the couple's wishes into guidelines for their own contract; counseling couples who wish to renegotiate or terminate contracts; and acting as a liaison between the state and the couple in regard to adequate care and support of the children.

* Alternative: If legal insurance were to become a reality, as the American Bar Association advocates, provisions for legal counsel could be made, thus lifting the burden of the taxpayer somewhat, and making this position more attractive.

The duties of the lawyer and the marriage counselor are not seen as mutually exclusive or competing. Ideally, there would be a great deal of interaction between the two, especially in the interpretation of clients' desires, each bringing his/her unique perspective and expertise to the job.

Provisions for growth should be a part of the staff's structure, either in the form of the addition of professionals and secretaries to the staff, or apprenticeships/internships for both the legal and the counseling professions. Continued appraisal of the program should be a built-in mechanism.

Three types of clients, each with its own special needs, would be possible: the marriage license applicants, the already married's whose marriage is founded in legal tradition, and the married's who wish to renew, review, renegotiate, or terminate the contract.

As has already been suggested, the marriage license applicants would be required to at least have their rights and responsibilities as a traditionally married couple explained to them by the lawyer, along with the fact that an alternative to tradition exists in a highly individual form. If the couple chose to consider the marriage contract form, or if they were just curious, they would see the marriage counselor, who would approach the marriage contract form in terms of concrete examples, and if the couple chose, would help the couple develop the guidelines of their own contract. These guidelines would then go to the lawyer and his legal staff who would translate them into a legal document. This document would be reviewed with the couple by both the lawyer and marriage counselor, simultaneously, and signed when approved.

Specifying the time this procedure would take is not possible. One couple might elect to use only one clause (example: the family planning clause), and might complete the whole procedure in two visits (the minimum number of visits possible), not more than three days apart. Another couple might elect to use seven or eight clauses, or might find that they were unsure of their values and goals when applying. This couple might take two or three months to complete the procedure, having numerous consultations with either or both of the professionals. The point to emphasize here is that each person would have a right to these services in proportion to his or her needs. The authors realize this could complicate getting married, but would not this planning and forethought reap dividends over the duration of a relationship?

The already-married clients could be either those who were already married before the availability of the marriage contract form, or those who chose not to elect the use of the contract when they were married, even though it was available. The procedure for these clients would be basically the same as the marriage applicant couples.

The renewing, reviewing, renegotiating, and terminating clients would by-pass the lawyer, seeing only the marriage counselor, unless they chose otherwise. These clients might be seen as a couple or individually, since it would require only one spouse for a review; however, no changes could take place without the consent of both, since it would be expected that the marriage contract would be under the same laws that govern contracts in other areas (see Taylor, 1969, for an explanation).

The marriage contract would exist in three forms: 1) a descriptive form that would serve as a guide to what types of agreements are acceptable under the law; 2) an outline form used by the legal staff when composing the actual documents (This would be similar to forms for other legal documents, such as deeds or wills.); 3) the actual, highly individual contract the couple, the county clerk, the lawyer, and the marriage counselor sign, and is recorded in the county where originated. A copy of this contract would be given to each signer for his/her records.

The authors feel that their drafting competencies are restricted to the first form only and have endeavored to present this form as a composite of modified examples that have been published, additions suggested by those who evaluated one author's mini-research, and the personal input of the authors.

The descriptive form would consist of a number of separate options, each an independent unit. These options could be used in any combination and any number. One couple might elect to use all the options, another only one, and another, three or four. The purpose of the descriptive form would be to allow the couple to see the possibilities and limitations of the contractual approach, and provide a framework in which to develop an individual contract. This is the form the couple would actually read, and it would serve as the basis for communication between the lawyer or marriage counselor and the couple.

The following is a proposed guideline for the descriptive form:

1. Marriage Renewable/termination Clause.

This clause allows the couple to set a renewable/termination date for their marriage. For example, every three years, five years, etc. This does not mean that the marriage can only be terminated at the end of these periods, but that a decision to continue or not continue the relationship must be made at these times.

The procedure for renewing/terminating can be specified by the couple. For example: The couple can agree that they will seek counseling before the decision is made, or they may stipulate little more than a form be sent to their home to be signed by both. This clause also allows the couple access to free counseling at the court house in the county where they reside, or at the court house where the contract originated, in the event that one or both request a review of the contract.

2. Surname Clause.

This clause provides for:

A. The choice of the wife's name: Retain own surname, hyphenate maiden and husband's name, take husband's surname as is done traditionally, combine spouses' last names (Rowan and Martin become Romart), and the name she will use if marriage is terminated.

B. The choice of the husband's name: Own surname, wife's surname,* hyphenated husband's and wife's maiden name, or combination, and the name he will use if the marriage is terminated.

C. The choice of children's names: Same possibilities as above, except name would not change if marriage terminated. The complete names of children-to-be can be stipulated. For example: in the event there is a son, whether or not he will use father's whole name as a junior could be stipulated.

3. Family Planning Clause.

This clause could cover all or any of the following subjects:

A. Contraception: The couple can stipulate what forms of birth control are not acceptable, leaving open

* A case where this might be desirable would be a man who marries into a wealthy family whose business his wife will inherit and in which he will play a major role.

acceptance of new methods as they become available without revision of the contract. The partner(s) responsible for birth control can be stipulated, as can the conditions for this responsibility.

B. Adoption: Whether or not adoption is ever a possibility in this relationship can be indicated. The conditions for adoption can be stated.

C. Unwanted pregnancy: The couple can agree before the actual situation arises, who can make this decision to terminate a pregnancy and under what conditions. Alternatives other than abortion can be stated. (Perhaps adoption by another couple.)

D. Number and spacing of children: As we become more specialized in our knowledge, sex of children may also be stipulated.

4. Place of Residence Clause.

The couple can agree upon:

A. The immediate place(s) of residence.

B. What to do if wife's circumstances are reason for a need to move.

C. What to do if husband's circumstances are reason for a need to move.

D. Under what conditions, if any, each can maintain a separate residence.

E. Within a given residence, acceptable sleeping arrangements, areas of work and recreation can be specified.

5. Use of Human Resources Clause.

The couple can stipulate:

A. Who is responsible for income-producing labor and the circumstances that control this. (Joint responsibility, proportion of responsibility, etc.) The husband could relinquish this responsibility altogether. There could be stipulations about wife or husband working while children are small.

B. Who is responsible for non-income producing labor. This could be accomplished in either a generalized or specific form, with degree or division of responsibility, conditions for change, etc., in such areas of domestic duties, community duties, volunteer work, or kinship responsibilities.

6. Use of Non-human Resources Clause.*

The couple could state:

- A. Who will be responsible for actually writing checks and paying bills.
- B. If separate or combined checking accounts will be maintained.
- C. How credit will be used.
- D. Priorities for acquiring goods.
- E. Responsibility for purchasing decisions.

7. Child Care Clause.

This clause may not be applicable until a decision to have children is made, or even after children are present in the home. Items that could be included would be:

- A. Physical responsibility for children.
- B. Time to be spent with children by each parent.
- C. Spiritual education of children.
- D. Types of other-than-parental care that would be acceptable: (Day care centers, nurseries, babysitters, other family members, etc.)

8. Sexual Rights and Freedoms Clause.

The couple may choose to remove "adultery" as a concept in their relationship by setting up sexual, social, and intellectual freedoms within and out of their marriage. Specifying the acceptable behaviors of each might include acceptability or inacceptability of multi-heterosexual or homosexual partners, mate swapping, etc., and conditions for these behaviors: public and private.

9. Religious Practice Clause.

The couple can choose to retain or not retain their own beliefs and practices as a part of each person's individuality. Practical decisions about who will visit whose

* Ante-nuptial property contracts have been recognized and upheld by American courts since the inception of the nation; (see "A Suggested Marriage Contract for Louisiana," LeBlanc, 1971, for a detailed example.) therefore, the issue of property, which is extremely complex, has been omitted from this proposal.

religious institution, how involved each will be in his/her religious practices, and what known and foreseen effect such involvement will have on the relationship can be stated. Religion for children can be specified.

10. Boundary Maintenance Clause.

This clause deals with relationships with third parties: in-laws, friends, business associates, social and professional groups. The parties might reach agreements about the acceptability of visits of or to in-laws, having lodgers in their homes, the amount and kind of time spent with others, etc.

Conclusions:

One could argue that the use of a contract in marriage could restrict and place more boundaries on a marital relationship than already exist, thus, taking a step back and away from symbiotic relationships. The possibility exists.

One could also argue that the use of a contract in marriage could allow a relationship so free of controls that it would crumble from lack of structure. This possibility also exists.

The authors, however, contend that the marriage contract proposed can offer the following advantages:

By forcing each person about to enter a marital relationship to become consciously aware of the other's values, his own values, and by accepting these values as the basis for individual, informed decision making and goal setting, each person must face, in a relatively realistic manner, what role expectations he can have for the other and himself.

By providing a procedure for setting up a marital relationship that informs each person of his rights and obligations, the individual has the opportunity to make a relatively educated decision about whether or not he wants to be involved in the impending relationship.

By providing within a set structure many alternatives, the marriage contract can make individualism a recognized and acceptable reality for each relationship.

The authors realize that this proposal is not the answer to all questions. Perhaps as many new problems would be created as would be remedied. How, for example, will our mobile population be able to renew or review contracts when there is a great probability that the place of marriage will

have little relationship to the place of future residence? Will a computer-oriented system be needed? If so, will a uniform code be needed for all states? Will the states be willing to give up their traditional control in this area?

Perhaps this proposal, and those like it, do, however, take a small step in meeting the needs of all people. Couples could construct any type of marriage with this contract: institutional, companionship, or symbiotic, the contract replacing the easily identifiable norms of the past. (pp. 10-20)

Development of the Instrument

During the development of this instrument several drafts were administered with various changes accompanying each administration. These drafts can be found in Appendices A, B, and C. The first draft, a shortened form of a marriage contract and accompanying questionnaire, was developed for a graduate research methods course, Fall Quarter, 1972, at V.P.I. and S.U., by the researcher (see Appendix A). The questionnaire was initially administered in November, 1972. Twelve graduate students in the Department of Management, Housing, and Family Development, College of Home Economics, V.P.I. and S.U., were given the shortened form and asked to evaluate it. Their evaluations were generally positive. More explanation of the marriage contract, itself, and additional options for the contract were suggested. There were no suggestions for improvement of the actual questionnaire; therefore, it was used as developed for the second trial.

The second administration was on November 15, 1972, at V.P.I. and S.U. Twenty students in Sociology 401 completed and returned the questionnaire. The following changes resulted from this procedure: With regard to demographic data, the question pertaining to marital status was expanded for more meaningful interpretation of the data, i.e., the single category was divided into dating, engaged, divorced, and widowed, since different responses might be given by subjects falling into the different categories. Within the description

of the contract, the title of the third clause was changed from "Anti-sexual Exclusiveness" to "Sexual Rights and Freedoms." The clause has since been retitled "Individual Rights and Freedoms." This was the only clause whose title was negative, and it was the least liked. There was no way to know, at that time, if any relationship existed between the title being negative and the clause's low ranking. Since its ranking has remained low after the title's change, there may or may not have been any relationship between the negative title and low ranking.

The results of these initial administrations of the questionnaire* showed that 75 per cent would like a marriage contract form, as outlined in the questionnaire, to be available to couples applying for a marriage license, as well as for couples who were already married and might wish to change from the traditional marriage to this type marriage contract. Seventy per cent said they would seriously consider using the marriage contract themselves, if the contract were available. The following clauses in the sample marriage contract are listed in order of their decreasing popularity:

1. Marriage termination/renewable
clause ----- 65% would use.
2. Family planning clause ----- 55% would use.

* Tables--not given in this paper--were compiled and are available from the researcher.

3. Division of labor clause ----- 35% would use.
4. Choice of name clause ----- 25% would use.
5. Anti-sexual exclusiveness
clause ----- 05% would use.

In addition to the above, 25 per cent of the subjects said that they would not use any of the clauses. .

Even though the sample, a convenient one, was small, and the results could not be generalized to a larger group, the acceptance of a marriage contract, in the researcher's opinion, was high enough to warrant further research.

The third administration of a questionnaire--this time for determining its reliability--used two forms of a longer version of the marriage contract (see Appendix B). On August 16, 1973, 20 employees of the Bank of Milton, Milton, West Virginia, responded to these questionnaires. This group was chosen for convenience. There was a wide range of ages, a variety of educational levels, and both sexes were well-represented. Seventeen of the 20 copies were returned the following day. On August 24, 1973, 17 copies of the same questionnaire were again given to the employees. Ten were filled out and returned.

The first three questions' test-retest percentage agreement (an indirect indicator of reliability) was 87.6. These questions remained unchanged for the final questionnaire. Form I's test-retest percentage agreement for choice of clauses (see Appendix B, Questions 4 and 5) was 58.0.

Because of this relatively low percentage, it was no longer considered as a possible form for the final questionnaire. Even though Form II's test-retest percentage agreement was 100.0, it was not used after considering other alternatives.

The final questionnaire (see Appendix C), using a Likert-type scale, which was more amenable to data analysis than the scales considered earlier, was eventually chosen. The reliability of the instrument was determined using a test-retest procedure. Fifty-six students enrolled in MHFD 2003 (The Individual and Marriage), Fall, 1973, in the College of Home Economics, V.P.I. and S.U., were asked to respond to the questionnaire twice, with a ten-day interval between the administrations. It was deemed inappropriate to sum the responses across the items of the questionnaire; therefore, an alternate procedure, using factor analysis, was employed in the process of determining the reliability coefficient. In this procedure, the responses to the ten clauses were factor analyzed using the principal components solution with orthogonal rotation. This resulted in identifying two underlying constructs, i.e., factors in the ten-item questionnaire (see Table I). Clauses 3, 4, 5, 6, 7, 9, and 10 loaded on the first factor, which was then labelled "traditional tasks." The issues dealt with in these clauses were judged as being issues that would be considered and worked through within most marital dyads, with or without a marriage contract. Clauses 1, 2, and 8 loaded on the second factor, which was

TABLE I
 ROTATED FACTOR MATRIX FOR THE DETERMINATION
 OF THE RELIABILITY OF THE INSTRUMENT
 (N = 56)

Variable	Factor I Traditional Marital Tasks	Factor II Innovative Marital Tasks
1. Marriage renewable/termination	0.04837	0.81435
2. Choice of Names	0.09920	0.77769
3. Family Planning	0.74370	0.19296
4. Place of Residence	0.78363	0.14623
5. Use of Human Resources	0.86099	0.09577
6. Use of Non-human Resources	0.83158	0.10744
7. Child Care	0.79652	0.20380
8. Individual Rights and Freedoms	0.31790	0.63969
9. Religious Practices	0.73866	0.07734
10. Dealing with other People	0.75017	0.19964

then labelled "innovative tasks." The issues in these clauses were judged as not being typically considered within the marital dyad.

Since two factors were identified, it was necessary to determine the reliability of the two subscales, rather than the reliability of the total instrument. Factor scores were calculated for each subject for both the test and the retest. Pearson product-moment correlations between the pre- post-factor scores for each factor, i.e., reliability for the two subscales of the contract, were computed. These correlations, $r = .8375$ for the first subscale and $r = .8047$ for the second subscale, indicated that the instrument had high reliability.

The descriptions accompanying the questionnaire were not the same for each group of subjects in this study. The description used for collecting data from Group I can be found in Appendix D and a reproduction of the newspaper article that was used for collecting data from Group II can be found in Appendix E.

Collection of Data

Subjects for this study were from two groups. Group I consisted of students enrolled in MHFD 2003 (The Individual and Marriage) at V.P.I. and S.U., during the Fall and Winter Quarters, 1973-1974. Group II consisted of all people who responded to a newspaper article with usable questionnaires. Demographic data for the two groups are found in Tables II and III, respectively.

TABLE II
DESCRIPTION OF SAMPLE
GROUP I

Classification	Number	Percent of Total	
<u>Age</u>			
18 or younger	3	3.2	
19 - 29	90	96.8	
	N = 93	100.0	
<u>Sex</u>			
Male	9	9.7	
Female	84	90.3	
	N = 93	100.0	
<u>Marital Status</u>			
Married	8	8.6	
First Marriage	8	8.6*	
Single	85	91.4	
Not Dating	3	3.2	
Dating	66	71.0	
Engaged	15	16.1	
Other	1	1.1	
	N = 93	100.0	
<u>Educational Level</u>			
Freshman-sophomore in college	47	50.5	
Junior-senior in college	44	47.3	
No Response	2	2.2	
	N = 93	100.0	

* Percent of the total sample

TABLE III
DESCRIPTION OF SAMPLE
GROUP II

Classification	Number	Percent of Total	
<u>Age</u>			
18 or younger	5	4.5	
19 - 29	41	37.3	
30--39	26	23.6	
40 - 49	23	20.9	
50 - 59	8	7.3	
60 or older	5	4.5	
No response	2	1.8	
	N = 110	100.0	
<u>Sex</u>			
Male	24	21.8	
Female	84	76.4	
No response	2	1.8	
	N = 110	100.0	
<u>Marital Status</u>			
Married	77	70.0	
First Marriage	73	66.4*	
Remarried, having been divorced	3	2.7	
Single	31	28.2	
Not dating	2	1.8	
Dating	13	11.8	
Engaged	2	1.8	
Divorced	8	7.3	
Widowed	3	2.7	
Other	4	3.6	
No response	2	1.8	
	N = 110	100.0	
<u>Educational Level</u>			
8 years or below	4	3.6	
9 - 10 years	4	3.6	
11 - 12 years	21	19.1	
1 - 2 years college	21	19.1	
4 years college	27	24.5	
More than 4 years college	31	28.2	
No response	2	1.8	
	N = 110	100.0	

Table III - Continued

Classification	Number	Percent of Total
<u>Occupation</u> **		
Student	8	7.3
Education (non-student)	17	15.5
Homemakers	30	27.3
Human services (medical)	8	7.3
Human services (non-medical)	6	5.5
Business (management)	5	4.5
Business (employee/white or blue collar workers)	25	22.7
Professional (not included in above)	5	4.5
Other	6	5.5
	N = 110	100.0

* Percent of the total sample.

** For actual occupations within each category, see Appendix F.

Data from Group I were collected by distributing a description of the marriage contract and the accompanying questionnaire to the subjects during class time. These questionnaires were answered and returned to the investigator at that time. All responses were usable.

The data from Group II were collected through the help and cooperation of the Charleston Gazette,* Charleston, West Virginia, which published an article about the marriage contract along with the questionnaire. During August, 1973, Delmer Robinson, editor of the Gazette's home and family section, after two interviews and a review of the material, agreed to carry an article in his section of the newspaper's Sunday edition. The responsibility for the article, itself, and its format, rested with the newspaper. The ideas in the article and the exact questionnaire were the responsibility of the researcher.

The information submitted to the Charleston Gazette for use in the article is found in Appendix G. In addition, the description of the contract's clauses (Appendix D) and the final questionnaire (Appendix C) were also sent. Illustrations for the article were designed by Ms. Sherry Ball, an art student at Ohio University, and one was chosen by Mr. Robinson as part of the article. The article, minus

*The Sunday Charleston Gazette has a circulation of one-hundred six-thousand (106,000). Ninety per cent of this circulation is within West Virginia, covering two-thirds of the state.

the questionnaire, published September 16, 1973 is found in Appendix E. The responses were to be mailed to the newspaper's office, and after three weeks from the date of publication, all responses received were forwarded to the researcher.

Analysis of Data

The objectives for this study were to:

1. Study whether or not a certain type of marriage contract would be used.
2. Study the relationship between acceptance of a marriage contract and selected demographic variables of the subjects.
3. Study which clauses in the marriage contract would be most likely to be used.

To meet these objectives, the data from the questionnaire were transferred to optical scanning sheets and were then punched onto computer cards for data analysis. Frequency counts, percentages, and crosstabulations for the respective variables were computed using the Statistical Package for the Social Sciences (Nie, et al., 1970). Contingency coefficients were computed and tested for statistical significance ($\alpha = .05$). Frequency counts and percentages were used to meet objectives one and three. Crosstabulations with accompanying Contingency coefficients were utilized to meet objective two.

CHAPTER IV

RESULTS AND DISCUSSION

Introduction

The objectives of this investigation were: to study whether or not a marriage contract would be accepted or rejected, if easily available and legal; to study the relationship between the acceptance of a marriage contract and demographical characteristics of the subjects; and to study which clauses in a marriage contract would be most attractive to the subjects studied. Two groups were surveyed: a group of college students (Group I); and, the respondents to a newspaper article (Group II).

Examination of the demographic data for Group I (See Table II) indicated that it was a rather homogeneous group, i.e., it was basically a group of college females, who were single, and were within a narrow age range. Group II was, in contrast to Group I, a rather heterogeneous group (see Table III). Their ages ranged from 11 - 77, their level of education was from less than high school completion through doctoral degrees, their occupations were numerous, and their marital statuses included almost every classification listed. Due to the inherent differences between the two groups, no attempt was made to statistically compare them. Rather, the

strategy was to describe, demographically, both groups and then describe their responses to the questionnaire. Furthermore, no inferences have been made beyond the subjects in the groups, since neither group was assumed to represent any population other than itself.

Results and Discussion

OBJECTIVE I: To study whether or not a certain type of marriage contract would be used.

The first three questions dealt with the personal use of the marriage contract, the use of the contract by others, and the use of the contract by the spouse or fiancée. Tables IV and V summarize the responses for Group I and Group II, respectively.

Group I

Less than one-half of the respondents in Group I indicated that they would use the type marriage contract under study. Approximately 80 per cent of the respondents, however, said they would like to see the marriage contract available for others, even though they might not use it themselves. Less than one-third of the group felt that a fiancée or spouse would use the contract, and not one respondent that stated he would not use the marriage contract then stated that his spouse or fiancée would use it.

Seventy-one per cent of this group were dating, while 15 per cent were engaged. These two subgroups did not respond differently to the third question, both groups stating

TABLE IV
 RESPONSES FROM GROUP I^{*}
 Students

Question	Yes		No	
	Number	Percent	Number	Percent
1. Would you use this type marriage contract if it were easily available and legal?	37	39.8	56	60.2
2. Would you like to see this type marriage contract available to others, even though you might not use it yourself?	74	79.6	19	20.4
3. Do you think your fiancée/spouse would use this contract?	28	30.1	65	69.9

* N = 93

TABLE V

RESPONSES FROM GROUP II*

Respondents to the Charleston Gazette Article

Question	Yes		No	
	Number	Percent	Number	Percent
1. Would you use this type marriage contract if it were easily available and legal?	56	50.9	54	49.1
2. Would you like to see this type marriage contract available to others, even though you might not use it yourself?	73	66.4	36**	32.7
3. Do you think your fiancée/spouse would use this contract?	35	31.8	75	68.2

* N = 110, unless otherwise noted.

** N = 109

that they did not think their spouse or fiancée would use the marriage contract. The reasoning underlying the dating group's response to this question was not determined.

Group II

Group II was evenly divided as to whether or not they, themselves, would use the contract, but, like Group I, many in this group reported that they would like to see the contract available for others. Less than one-third thought their fiancée or spouse would use the contract. As in Group I, not one of the respondents that stated he would not use the contract then stated that he thought his spouse or fiancée would use it.

Both groups were more acceptant of the use of a marriage contract for others than they were for themselves. A more general acceptance of liberal behavior for others than for oneself has been found by other researchers as well. For example, Ehrmann (1959) found that the peer code of both males and females was more liberal than the personal code in regard to premarital sexual behavior. A possible explanation for the respondents' perceptions of their spouses' or fiancées' possible nonuse of the marriage contract could be that the respondents saw their spouses or fiancées as being more conservative than they saw themselves to be.

OBJECTIVE II: To study the relationship between the acceptance of a marriage contract and selected demographic variables of the subjects.

Group I

Since all respondents in this group fell within a narrow age range, and since all were college students, age and educational level were not judged to be useful demographic characteristics for comparison of responses among subgroups within this group. The two demographic variables analyzed for Group I--sex and marital status--were not related significantly to the responses to questions 1, 2, or 3 (see Table VI).

Group II

There were statistically significant relationships between the responses to questions 1, 2, and 3 and various subgroups* within Group II (see Tables VII, VIII, IX, and X).

Question I: "Would you use this type marriage contract, if it were easily available and legal?" Males were much more apt to say that they would use the contract than females (see Tables VII and VIII), the C coefficient 0.18526, was statistically significant ($p < .05$). This relationship between response and sex may be a function of differential socialization of the sexes, since, according to Garai and Scheinfeld (1968), males are encouraged to be, and thus become, more experimental than females. Another explanation for this relationship between response and sex may be that males are more apt to have

* In addition to the subgroups shown in the tables, the original objectives sought to look at the possible relationship between responses and occupation. A perusal of Appendix F will show that such an analysis would be meaningless, as the occupational classifications do not represent homogeneous groups within themselves.

TABLE VI
CONTINGENCY COEFFICIENT
COMPARISONS BETWEEN
USE OF CONTRACT AND DEMOGRAPHIC VARIABLES¹
(GROUP I)

	Would you use? c^2	Should contract be available to others? c	Would spouse use? c
Sex	0.00599	0.03054	0.06254
Marital Status	0.05342	0.01278	0.00764

¹By the homogeneous nature of this group, i.e., their being college students primarily in the 19-29 year age range, educational level and age of respondents do not apply.

²Contingency Coefficient. An asterisk following the coefficient's value denotes significance (p. <.05).

TABLE VII
CONTINGENCY COEFFICIENT
COMPARISONS BETWEEN
USE OF CONTRACT AND DEMOGRAPHIC VARIABLES
(GROUP II)

	Would you use? C ¹	Should contract be available to others? C	Would spouse use? C
Education	0.15565	0.31763	0.23248
Sex	0.18526*	0.23069*	0.17962
Marital Status	0.29222*	0.17402	0.28571*
Age	0.31691*	0.47908*	0.25570

¹Contingency Coefficient. An asterisk following the coefficient's value denotes statistical significance (p.<.05).

TABLE VIII

CONTINGENCY TABLES FOR SIGNIFICANT CONTINGENCY COEFFICIENTS

QUESTION I

"WOULD YOU USE THIS CONTRACT?"

GROUP II

Sex

	Male	Female	
Yes	17 (15.5)	39 (35.5)	56 (50.9)*
No	7 (6.4)	47 (42.7)	54 (49.1)
	24 (21.8)	86 (78.2)	110 (100.0)

Marital Status

	Married	Single	
Yes	31 (28.2)	25 (22.7)	56 (50.9)
No	46 (41.8)	8 (7.3)	54 (49.1)
	77 (70.0)	33 (30.0)	110 (100.0)

* Per cent of total group. Where columns and rows of percentages do not equal the total percent given, it is due to rounding errors.

TABLE VIII - Continued

		<u>Age</u>						
		18 or Younger	19-29	30-39	40-49	50-59	60 or Older	
	2	26	16	10	1	1	56	
	(1.8)	(23.6)	(14.5)	(9.1)	(0.9)	(0.9)	(50.9)	
	5	15	10	13	7	4	54	
	(4.5)	(13.6)	(9.1)	(11.8)	(6.4)	(3.6)	(49.1)	
	7	41	26	23	8	5	110	
	(6.4)	(37.3)	(23.6)	(20.9)	(7.3)	(4.5)	(100.0)	

TABLE IX
CONTINGENCY TABLES FOR SIGNIFICANT CONTINGENCY COEFFICIENTS
QUESTION II
"WOULD YOU LIKE THE CONTRACT TO BE AVAILABLE TO OTHERS?"
GROUP II

		<u>Sex</u>			
		Male	Female		
Yes	21	52	73		
	(19.1)	(47.3)	(66.4)		
No	3	34	37		
	(2.7)	(30.9)	(33.6)		
		24	86	110	(100.0)
		(21.8)	(78.2)		

Table IX - Continued

		<u>Age</u>							
		18 or Younger	19-29	30-39	40-49	50-59	60 or Older		
Yes		3	33	21	15	0	1	73	
		(2.7)	(30.0)	(19.1)	(13.6)	(0.0)	(0.9)	(66.4)	
No		4	8	5	8	8	4	37	
		(3.6)	(7.3)	(4.5)	(7.3)	(7.3)	(3.6)	33.6)	
		7	41	26	23	8	5	110	(100.0)
		(6.4)	(37.3)	(23.6)	(20.9)	(7.3)	(4.5)		

TABLE X
CONTINGENCY TABLES FOR SIGNIFICANT CONTINGENCY COEFFICIENTS
QUESTION III
"WOULD YOUR SPOUSE/FIANCEE USE?"
GROUP II

Marital Status

	Married	Single	
Yes	17 (15.5)	18 (16.4)	35 (31.8)
No	60 (54.5)	15 (13.6)	75 (68.2)
	77 (70.0)	33 (30.0)	110 (100.0)

used contractual agreements previously, either in their occupation or in their personal lives and, consequently, they would feel more comfortable with contracts, per se, than females.

Single persons were more apt to respond positively than married persons ($C = 0.29222$, $p < .05$; see Tables VII and VIII). Since the marital status of the respondents was not significantly related to the sex of the respondents, the above explanations seem to have little bearing on this finding; however, the married males' more negative response--as opposed to the single male--could be related to the tendency of males to become more conservative in attitude once married (Reiss, 1971).

There was a statistically significant relationship between the responses to this question and age ($C = 0.18526$, $p < .05$). The data indicate that those persons between 19 and 39 were more apt to use the contract than any other age groups (see Tables VII and VIII). It could be that these people were at a stage of the life cycle that requires that many issues covered within the marriage contract be dealt with anyway, and that they saw a greater need for clear communication as well as a need for a framework within which such communication might occur. It could also be that, due to the fact that children were more likely present in their homes, the respondents in the 19 - 39 age group were experiencing less satisfaction in their marriages and were thus more open to an idea that might improve their marriages (Burr, 1970; Rollins and Feldman, 1970, Bernard, 1972). This particular

explanation can be further supported by the written responses found in Appendices H and I (see Nos. 133, 582, and 593).

Question II: "Would you like to see this type marriage contract available to others, even though you might not use it yourself?" Although more persons of both sexes answered affirmatively than they did negatively, the males overwhelmingly responded in a positive manner ($C = 0.23069$, $p < .05$; see Tables VII and IX). Again the socialization of males to be more experimental (Garai & Scheinfeld, 1968) and their probable familiarity with contracts in general may explain their positive responses.

As in Question I, respondents in the 19 - 39 year age range responded more positively to this question than did other age groups, although persons in the 40 - 49 age range were much more apt to see merit in the marriage contract for others than they were for themselves. It is possible that this age group (40-49) saw the marriage contract as a workable idea, but felt that they, themselves, no longer needed it. Since childbearing and childrearing stages would be essentially over, and the children would have left the nest, these respondents would be expected to be experiencing higher satisfaction from their marriages than they had in previous years (Burr, 1970; Rollins and Feldman, 1970; Bernard, 1972). Again, the more liberal behavior code for others, as opposed to the individual behavior code could help explain this relationship (Ehrmann, 1959).

Question III: "Do you think your fiancée/spouse would use this contract?" This question produced only one statistically significant relationship (see Tables VII and X) which is between the responses and marital status. The single respondents were slightly more apt to say their fiancées-- or whoever they had in mind--would use the contract than not ($C = 0.28571$, $p < .05$). The married respondents, in general, did not think their spouses would use the contract, with only 22 per cent of the married group (15.5 per cent of the total sample) answering affirmatively.

Even though there were statistically significant relationships between responses and various subgroups within Group II, they must be viewed as being tentative, as must all the data in this study. This was secondary data, i.e., it only indicated what the respondents reported they would do, and not what they have actually done. Primary data, within the conditions stipulated for this study; i.e., that the marriage contract be legal and easily available, cannot exist until marriage contracts are legal and easily available to the general population:

Keeping the limitations of the data in mind, the following statements can be made about the subgroups:

1. Those respondents in Group II who were single, male, or who were between the ages of 19 and 39 were more apt to say they would use a marriage contract than any other respondents.
2. Those respondents in Group II who were male or between the ages of 19 and 49 were more apt to report that they would like to see a marriage contract available for others, than any other respondents.

3. Although less than one-third of all the respondents in Group II reported that they thought their spouse or fiancée would use a marriage contract, single respondents were more apt to report that their fiancées--or whoever they were thinking of--would use a marriage contract than married respondents.

OBJECTIVE III: To study which clauses in the marriage contract would be most likely to be used.

Not only was this study designed to investigate whether or not the marriage contract would be used, but also to study which clauses would be more likely to be used. Tables XI and XII summarize the responses of Group I and Group II, respectively. The respondents could designate that they definitely would, probably would, probably would not, or definitely would not use any of the clauses. In scoring the responses, an answer of "Definitely Use" was given a score of three; "Probably Use," a score of two; "Probably Not Use," a score of one; and "Definitely Not Use," a score of zero. In this manner, a mean score for each clause was obtained (see Tables XIII and XIV). From these mean scores the following intuitive generalizations can be made.

First, it would appear that all the clauses were more popular with Group II than with Group I. This corresponds with Group II's more general acceptance of the marriage contract than Group I's. Secondly, even though the groups differed in their degree of acceptance of the marriage contract and their probable use of the clauses, there were striking similarities in the rank order of the clauses. Both groups ranked "Family Planning" first in probable use and "Place of

TABLE XI
 RESPONSES FROM GROUP I
 USE OF CLAUSES

Clause	Definitely Use	Probably Use	Probably Not Use	Definitely Not Use
Marriage renewable/termination	14 (14.1%)	24 (25.8%)	23 (24.7%)	32 (34.4%)
Choice of Names	9 (9.7%)	23 (24.7%)	31 (33.3%)	30 (32.3%)
Family Planning	27 (29.0%)	42 (45.2%)	11 (11.8%)	13 (14.0%)
Place of Residence	9 (9.7%)	30 (32.3%)	33 (35.5%)	21 (22.6%)
Use of Human resources	18 (19.4%)	40 (43.0%)	20 (21.5%)	15 (16.1%)
Use of non-human resources	21 (22.6%)	33 (35.5%)	23 (24.7%)	16 (17.2%)
Child care	19 (20.4%)	29 (31.2%)	26 (28.0%)	19 (20.4%)
Individual rights and freedoms	9 (9.7%)	31 (33.3%)	26 (28.0%)	27 (29.0%)
Religious practices	10 (10.8%)	39 (41.9%)	28 (30.1%)	16 (17.2%)
Dealing with other people	12 (12.9%)	26 (28.0%)	32 (34.4%)	23 (24.7%)

N = 93

TABLE XII
 RESPONSES FROM GROUP II*
 USE OF CLAUSES

Clause	Definitely Use	Probably Use	Probably Not Use	Definitely Not Use
Marriage renewable/termination	39 (35.5%)	14 (12.7%)	11 (10.0%)	46 (41.8%)
Choice of names	23 (20.9%)	17 (15.5%)	23 (20.9%)	47 (42.7%)
Family Planning	62 (56.4%)	21 (19.1%)	3 (2.7%)	24 (21.8%)
Place of residence	31 (28.2%)	30 (27.3%)	17 (15.5%)	32 (29.1%)
Use of human resources	38 (34.5%)	34 (30.9%)	9 (8.2%)	29 (26.4%)
Use of non-human resources	41 (37.3%)	37 (33.6%)	7 (6.4%)	25 (22.7%)
Child care	34 (30.9%)	31 (28.2%)	16 (14.5%)	29 (26.4%)
Individual rights and freedoms	35 (31.8%)	17 (15.5%)	15 (13.6%)	43 (39.1%)
Religious practices	43 (39.1%)	33 (30.0%)	8 (7.3%)	26 (23.6%)
Dealing with other people	47 (42.7%)	29 (26.4%)	13 (11.8%)	21 (19.1%)

* N = 110

TABLE XIII
POPULARITY OF CLAUSES
(GROUP I)

Clauses	Mean Score*
Family Planning (clause 3)	1.8925
Use of human resources (clause 5)	1.6559
Use of non-human resources (clause 6)	1.6344
Child care (clause 7)	1.5161
Religious practices (clause 9)	1.4624
Dealing with other people (clause 10)	1.2903
Place of residence (clause 4)	1.2903
Individual rights and freedoms (clause 8)	1.2366
Marriage renewable/termination (clause 1)	1.2151
Choice of names (clause 2)	1.1183

*Scoring:

Definitely use = 3
Probably use = 2
Probably not use = 1
Definitely not use = 0

A mean score above 1.5 indicates the clause would be more likely to be used than not.

TABLE XIV
POPULARITY OF CLAUSES
(GROUP II)

Clauses	Mean Score*
Family Planning (clause 3)	2.2000
Dealing with other people (clause 10)	2.0000
Religious practices (clause 9)	1.9519
Use of non-human resources (clause 6)	1.9429
Use of human resources (clause 5)	1.8190
Child care (clause 7)	1.7647
Place of residence (clause 4)	1.6505
Individual rights and freedoms (clause 8)	1.4951
Marriage renewable/termination (clause 1)	1.4857
Choice of names (clause 2)	1.2233

* Scoring:
 Definitely use = 3
 Probably use = 2
 Probably not use = 1
 Definitely not use = 0

A mean score above 1.5 indicates the clause would be more likely to be used than not.

Residence," seventh. "Family Planning" was the most popular clause within the first factor (traditional tasks), and "Place of Residence" was the least popular clause within that factor. Both groups ranked "Individual Rights and Freedoms," "Marriage Renewable/Termination," and "Choice of Names" as the three least popular clauses, in that order. These clauses made up the second factor (innovative tasks). Even though no attempt was made to compare these groups statistically, the similarities in their choice of contract clauses could not pass unnoticed.

Those clauses (3, 4, 5, 6, 7, 9, and 10) that dealt with what the researcher labeled "traditional tasks" within the marital dyad, i.e., issues that would be examined and dealt with in the typical marriage, were checked as more apt to be used than those clauses that covered "innovative tasks" (clauses 1, 2, and 8). "Innovative tasks" covered issues that have not been anticipated aspects of marriage and for which society has not provided any alternatives to the status quo. For example, a woman is expected to assume her husband's surname, and unless she goes through complicated legal procedures, cannot do otherwise. In the same vein, people are expected to marry for life, and the concept of marriage for a specified period of time is a relatively new proposal.

From these results, it can be speculated that, assuming marriage contracts of this type were to become legal and easily available, their main content would not significantly alter

the tasks or the structure of the marital dyads of the majority of the respondents who stated they would use a marriage contract. These respondents seemed to be more interested in clarifying issues with which they were probably already dealing, than with interjecting innovative issues into their relationships.

Written Responses

Both groups of respondents were encouraged to include any comments they had about marriage contracts in general, this particular marriage contract, or any of the clauses within the marriage contract. Sixteen (17.2%) respondents in Group I and 20 (18%) respondents in Group II did return their questionnaires accompanied by written responses. Group I's responses are reproduced in Appendix H, and Group II's responses are in Appendix I. Within both groups, those respondents with the more negative attitudes toward marriage contracts were also the respondents more apt to include written responses. Therefore, the written responses tend to distort the results previously discussed, and, viewed by themselves, they tend to present a picture of marriage contract rejection.

Group I

The written responses from Group I were somewhat similar in that the main objections to a marriage contract dealt with the idea that it would be legal, thus extremely binding, and that it would not allow for flexibility within the relation-

ship. Other objections dealt with the lack of need for a contract, since it was assumed by these respondents that most couples would and could work through these issues without its help, and with the ideal of permanence in marriage, which this marriage contract seemed to be undermining with the inclusion of the "Marriage Termination/Renewable" clause, and perhaps with the "Individual Rights and Freedoms" clause. The positive responses were mainly supportive statements that indicated the respondents recognized the benefits of couples making tactical decisions and the fairness of knowing what the partner's expectations would be.

Group II

Group II's respondents' main objection to a marriage contract centered around the question of its morality. Over one-half the respondents mentioned that their religious beliefs or their views of morality were diametrically opposed to what the marriage contract represented to them. Others objected to the marriage contract because: their own marriages were satisfactory the way they were and, therefore, they did not need a contract; the contract seemed impersonal and legally oriented; it did not allow for change; or children's rights would be violated. However, there were a few respondents who felt that a marriage contract offered the possibility for strengthening the marital relationship.

These written responses suggest that demographic variables such as religious background and religiosity may very

strongly influence the responses in this study. They also indicate that a variety of considerations go into the acceptance or rejection of a marriage contract, and that these considerations need to be examined in depth.

CHAPTER V

CONCLUSIONS AND IMPLICATIONS

This investigation had as its objectives to study whether a certain type marriage contract would be used, assuming it were legal and easily available; to study the relationship between the acceptance of a marriage contract and demographical characteristics of the subjects; and to study which clauses in a marriage contract would be most attractive to the subjects studied. To meet these objectives, two groups were surveyed: a group of college students and the respondents to a newspaper article.

A marriage contract consisting of ten clauses was described to the subjects, who were then asked to complete an accompanying questionnaire that asked if they, the respondents, would use a marriage contract; whether they thought the contract should be available for others, even though they might not use it themselves; and whether they thought their fiancées or spouses would use the contract. In addition to these questions, the subjects were asked to designate, on a Likert-type scale, whether they would or would not use each of the ten clauses.

Approximately 40 per cent of the college students and 50 per cent of the newspaper respondents said they would use

the marriage contract described; 80 per cent of the college students and 66 per cent of the newspaper respondents said they would like to see the contract available for others; and 30 per cent of the college students and 32 per cent of the newspaper respondents thought their spouses or fiancées would use the contract. The most popular clauses in the marriage contract were those that dealt with traditional tasks within the marital dyad, while the least popular clauses dealt with innovative tasks.

From these results, it would appear that there has been a sufficient amount of positive response to the concept of contractual marriage to warrant this investigation, as evidenced by the high percentage (over 75% for each group) of affirmative responses to question two (contracts for others), and to a lesser degree (over 50% for Group II) the affirmative responses to question one (personal use of a marriage contract). Another indicator of the interest in marriage contracts is the fact that over 100 readers of the Charleston Gazette felt strongly enough about the topic to answer and return the questionnaire.

Public awareness of marriage contracts has increased in the past few years, and the idea of marriage contracts being an innovation within the monogamous, marital framework is becoming more realistic.* Whether or not marriage contracts

* As this study was being completed, the Massachusetts legislature began to consider a legal marriage contract similar to the one proposed in Maryland (Henninger, 1974).

will become an accepted and commonly used part of our domestic legal system is still anyone's guess, but exploring this type marriage contract as a possible alternative to traditional marriage can at least help legislators make educated decisions as the issue arises.

Public interest in marriage contracts has--for this researcher--the following implications.

1. There are major issues of concern within the marital dyad--both traditional and innovative--that may well need a framework within which to be resolved. Such a framework may become even more necessary as role models become less well defined than they are today, and as the expectations of society and of the particular persons entering into a dyadic relationship become more open to change.

2. People may no longer be as satisfied with the marriage laws under which they are now operating as they have been in the past. They may be seeing other alternatives to the traditional monogamous marriage and all that it implies and may--while recognizing that alternatives are becoming more and more acceptable within their social worlds--also recognize that these alternatives are not at all acceptable within the legal world. Interest in marriage contracts may be an indication of the need, then, for domestic law to keep abreast of the times through reform and through supplying society with the necessary tools for making innovation legal and respectable.

The results from this particular study have the following implications:

1. People can and have been educated to the need for planning in their lives, and in the lives of their families, as evidenced by the popularity of the "Family Planning" clause. This is the one area of concern covered within the marriage contract that has been both publicly discussed and debated through every conceivable form of mass media, to the point of saturation, within the last ten years. This is also the one area in which technological advances in terms of birth control methodology, artificial insemination, sperm preservation, and sex determination offer the most concrete aid in planning one's marital life.

2. Even if marriage contracts such as the one described here never become a legal reality, family researchers can use this marriage contract's framework as a tool for gathering data that will give clues as to what are seen as the more critical issues within the marital dyad.

This research has left many questions unanswered; it has barely scratched the surface of the topic, and has only begun to answer whether or not marriage contracts would be used, if legal and easily available, let alone answering who would be more likely to use them. Therefore, there are other foci that might be utilized in future research dealing with marriage contracts:

1. The relationship between respondents' religious background and/or religious practices and the acceptance of a marriage contract. This suggestion seems warranted after reading the written responses that accompanied many of the questionnaires (see Appendices H and I).
2. The relationship between divorce and the acceptance of a marriage contract. It had been the hope of the researcher that enough people who had experienced divorce would respond to the questionnaire so that this relationship could be studied. This did not occur. Controlling for marital status through selective sampling could assure the study of this relationship.
3. Studying what issues would be emphasized within any given clause of a marriage contract. There is no way to know from this study what the respondents had in mind when they selected various clauses. Did the popular "Family Planning" clause have the same meaning for all those who said they would use it? Were some interested in child spacing, while others were more concerned with birth control techniques.
4. Studying the responses obtained on other measurements with the questionnaire used in this study. Perhaps an instrument measuring attitudes toward romanticism--or toward variant lifestyles--would add another dimension to our knowledge of people's attitudes toward marriage contracts. For example, could it be that the more romantic the person's thinking, the less likely he would be to use a marriage contract?

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APPENDIX A

A MARRIAGE CONTRACT FORM

The situation (hypothetical):

Your state legislature is considering a bill that would modify the marriage and divorce laws for those who choose. A marriage contract form has been proposed. This form will be available to you when you apply for a marriage license (or, if you are already married, you and your spouse can apply for a contract at your county court house). The contract form will have many options. You can choose any, all, or none of the options, tailoring them to fit your needs. The state will provide legal counsel, at each court house, to assist you in the completion of the contract form. Review and revision of the contract will be possible at (your) specified intervals.

Some of the options would be:

1. Marriage termination/renewable clause. This clause lets the couple choose to be married for specified periods of time. At the end of each time period, the marriage is automatically renewed, or is terminated/reviewed at the request of the parties. (Request by one party is sufficient for a review.)
2. Choice of name clause. The wife stipulates her name while married: maiden name, husband's name, or another name. The surname of the children is also stipulated: father's surname, mother's surname, or hyphenated name.

3. Anti-sexual exclusiveness clause. If this clause is chosen, the couple's sexual activities would not necessarily be limited to just the marital relationship. Adultery as a reason for divorce would not be applicable.

4. Family planning clause. Whether or not to have children, how children are to be spaced, responsibility for and method(s) of birth control, whether children are to be adopted and under what circumstances are stipulated.

5. Division of labor clause. Who cares for the children, when, and how often; who cares for the household, when, and how often; how these responsibilities are divided between the couple are encompassed in this clause.

Circle:

Age: 18-20 21-23 24-26 27+

Sex: Male Female

Class: Fr Soph Jr Sr Grad Unclassified

Marital
status: Single Married Divorced Separated

Number of children: Males _____ Their ages: _____

Females _____ Their ages: _____

Major area of study: _____

- | | Yes | No |
|---|-------|-------|
| 1. Would you want a marriage contract form available for you and your fiancée/spouse when you apply for a marriage license? | _____ | _____ |
| 2. Would you like to have this contract available to you and your spouse anytime during the marriage, so that you could alter your relationship when desirable? | _____ | _____ |
| 3. Would you, yourself, seriously consider using such a contract? | _____ | _____ |
| 4. Do you think your fiancée/spouse would consider using such a contract? | _____ | _____ |

Check as many answers as you like:

5. What options in this contract form most appeal to you?

- _____ a. Marriage termination/renewable clause
- _____ b. Choice of name clause
- _____ c. Anti-sexual exclusiveness clause
- _____ d. Family planning clause
- _____ e. Division of labor clause
- _____ f. None

6. What options in this contract form least appeal to you?

- _____ a. Marriage termination/renewable clause
- _____ b. Choice of name clause
- _____ c. Anti-sexual exclusiveness clause
- _____ d. Division of labor clause
- _____ e. Family planning clause
- _____ f. None

7. What options in this contract form would you choose to use?

- _____ a. Marriage termination/renewable clause
- _____ b. Choice of name clause
- _____ c. Anti-sexual exclusiveness clause
- _____ d. Family planning clause
- _____ e. Division of labor clause
- _____ f. None

8. What other options would you like to see in a marriage contract form?

Evaluation of this Questionnaire

1. I _____ understand the conditions of the hypothetical situation.
did/did not

If your answer is Did Not, please explain: _____

2. I _____ understand the explanations of the clauses.
did/did not

If your answer is Did Not, please explain: _____

3. I would improve this questionnaire by:

4. Other comments:

APPENDIX B

(Instruction Page I)

The following explanation of a marriage contract and the questionnaire that follows it is part of a research project at a university. Your cooperation, as a group, is sought, by asking each of you to read the explanation and answer the questions. Any comments that would make the questions easier to answer are also welcomed.

No attempt to find out who answered the questions in what manner will be made. You are asked, however, to make a note of the number at the top of this page, and keep this information with you for the next eight days. This is most important.

Please return this paper, in its entirety, by tomorrow, Friday, August 17, 1973.

(Instruction Page II)

Last week I asked you to fill out a questionnaire. It is necessary for this research that I ask you to complete the questionnaire again.

Please: Take the same number you had last time; otherwise, I cannot use your answers.

Thank you for cooperating.

Note: The ideas presented here are neither supported nor rejected by the researcher. They are suggestions for change made by others. The researcher is only interested in discovering what people think of these ideas.

Suppose your state legislature were considering a bill that would change the marriage and divorce laws for those who choose. A marriage contract would be proposed. This marriage contract would be available to you when you applied for a marriage license (or, if you are already married, you and your spouse could apply for a contract at your county court house). The contract would have many options, or clauses. You could choose any, all, or none of the options, tailoring the contract to fit your own needs. The state would provide legal counsel (a lawyer) and a marriage counselor at each court house, to assist you in the drawing up and completion of your own marriage contract. Review and revision of the contract would be possible at (your) specified intervals: for example, you might decide to review your contract every three years.

The marriage contract might contain any of the following options or clauses. Remember, each couple would be free to choose any of the clauses it wanted so that the conditions of the marriage would suit its own needs.

I. Marriage termination/renewable clause. This clause would let the couple be married for specified periods of time. At the end of each time period, the marriage would automatically be renewed, or terminated (ended) or reviewed, at the specific request of the couple. The couple could decide how often it wanted the marriage renewed (every 3 years, every 5 years, etc.)

II. Choice of name clause. The wife could choose to keep her own last name, take her husband's name, or combine last names (Rowan and Martin could become Romart). The names to be used if and when the marriage ended could be stated. The names of children could be decided upon. For example: If a son were born, whether or not he would use his father's whole name could be decided.

III. Family planning clause. The couple could state:

- A. Whether or not to have children.
- B. The number of children planned and the spacing of these children.
- C. Who would be responsible for birth control and methods of birth control that would be acceptable.
- D. If and when, and under what conditions, adoption would be acceptable.

IV. Place of residence clause. The couple could agree upon:

- A. Their immediate place of residence.
- B. What to do if the wife's circumstances (perhaps her job) seemed to be reason for moving.
- C. What to do if the husband's circumstances seemed to be reason for moving.
- D. When, if ever, it would be acceptable to have separate homes.
- E. Within a given home, what would be considered acceptable sleeping arrangements (twin or double beds), what special needs of either partner in the forms of work or recreational space would be necessary (sewing room, home office, tool room, etc.)

V. Use of Human resources clause. The couple could state:

- A. Who will work for money, and how much responsibility each will have for supplying income to the family.
- B. Whether the wife will be expected to work when there are small children.
- C. How the non-income producing labor will be divided: who cleans the house, shops for groceries, cooks, mows the lawn, etc.

VI. Use of non-human resources clause. The couple could decide:

- A. Who will be responsible for writing checks and paying bills.
- B. If separate or combined checking accounts will be maintained.
- C. How credit will be used.
- D. Priorities for acquiring goods. (Will two cars be more important than owning a house? - or - Will buying a washer and dryer be more important than a lawn mower?)
- E. Responsibility for purchasing decisions. (Who will choose the cars; the husband, the wife, or both?)

VII. Child care clause. This clause might not be used until a decision to have children is made, or even after children are present in the home. Items that could be included:

- A. Physical responsibility for children. (Who gives the baths, feeds the children in the evening? This could be important if both mother and father work.)
- B. Time to be spent with children by each parent.
- C. Spiritual education of children.
- D. Types of other-than-parental care that would be acceptable: (Day care centers, nurseries, babysitters, other family members, etc.)

VIII. Individual rights and freedoms clause. The couple might choose to set up sexual, social, and intellectual freedoms within and out of the marriage that have not traditionally been acceptable. Adultery, as ground for divorce, might or might not be seen as acceptable. Specifying the acceptable behaviors of each might include the acceptability or inacceptability of communal marriage, mate swapping, swinging, etc., and the conditions for these behaviors (whether they be public or private.)

IX. Religious practices clause. The couple could choose to retain or not retain their own beliefs and practices as part of each person's individuality. (This could be very important when the marriage is an inter-faith one.) Considerations might be:

- A. How involved each will be in his/her religious practice.
- B. How much time and money each expects to give to his/her religious institution.
- C. Religion for children: attendance, choice of church, etc.

X. Dealing with other people clause. This clause deals with relationships with third parties: in-laws, friends, business associates, social and professional groups. The couple might reach agreements about family visits (where to spend certain holidays), living with in-laws or having in-laws live with the couple, or having lodgers in the home, the amount and time spent with others (will the husband have a night out every week with the boys? Will wife belong to a bowling league?)

Your age: _____ Male _____ Female _____

Marital Status: (Check all categories that have ever applied to you.)

Not dating ___ Dating ___ Engaged ___ Married ___

Separated ___ Divorced ___ Widowed ___ Remarried ___

Yes No

1. Would you use this type marriage contract if it were available and legal?

() ()

2. Would you like to see this marriage contract available to others, even though you might not use it, yourself?

() ()

3. Do you think your fiance/spouse would use this contract?

() ()

4. What three clauses did you most like, or would most want to use?

_____, _____,
_____.

5. What three clauses did you least like, or would not want to use?

_____, _____,
_____.

Comments:

Your age: _____ Male _____ Female _____

Marital Status: (Check all categories that have ever applied to you.)

Not dating _____ Dating _____ Engaged _____ Married _____

Separated _____ Divorced _____ Widowed _____ Remarried _____

- | | Yes | No |
|--|-----|-----|
| 1. Would you use this type marriage contract if it were available and legal? | () | () |
| 2. Would you like to see this marriage contract available to others, even though you might not use it, yourself? | () | () |
| 3. Do you think your fiance/spouse would use this contract? | () | () |

4. In Column I (below), place a (1) in front of the clause you would most want to use, a (2) in front of your second choice, and a (3) in front of your third choice.

5. In Column II, place a (1) at the end of the clause you would least like to use, a (2) at the end of the clause you would next least like to use, and a (3) at the end of the clause you third least like to use.

Column I (most liked)	Clauses	Column II (least liked)
_____	1. Marriage renewable/termination	_____
_____	2. Names (wife's, husband's, children)	_____
_____	3. Family planning	_____
_____	4. Place of Residence	_____
_____	5. Use of Human Resources	_____
_____	6. Use of Non-human Resources	_____
_____	7. Child care	_____
_____	8. Individual Rights and Freedoms	_____
_____	9. Religious Practices	_____
_____	10. Dealing with other people	_____

Comments:

APPENDIX C

A. Based on the information in this article, please answer yes or no to the following:

Yes No

- () () 1. Would you use this type marriage contract if it were easily available and legal?
- () () 2. Would you like to see this type marriage contract available to others, even though you might not use it yourself?
- () () 3. Do you think your fiance/spouse would use this contract?

B. Assuming you were in a position to use all the clauses in this contract, check the column at the left that best describes how you might use each clause:

<u>Definitely Use</u>	<u>Probably Use</u>	<u>Probably Not Use</u>	<u>Definitely Not Use</u>	<u>Clauses</u>
()	()	()	()	1. Marriage renewable/termination
()	()	()	()	2. Choice of names
()	()	()	()	3. Family planning
()	()	()	()	4. Place of residence
()	()	()	()	5. Use of human resources
()	()	()	()	6. Use of non-human resources
()	()	()	()	7. Child Care
()	()	()	()	8. Individual rights and freedoms
()	()	()	()	9. Religious practices
()	()	()	()	10. Dealing with other people

C. So that this research can be more useful, please fill in the following information:

1. Sex: () Male () Female
2. Marital Status: () Married () Single
 If married: () First marriage
 () Remarried, having
 been divorced
 () Remarried, having
 been widowed

 If single: () Not dating
 () Dating
 () Engaged
 () Divorced
 () Widowed
 () Other _____
3. Age: _____
4. Occupation: _____
5. Number of Children:
 Sons: _____ Their ages _____
 Daughters: _____ Their ages _____
6. Education (Circle highest level achieved).
 4 5 6 7 8 9 10 11 12 1 2 3 4 5 or higher
 Grade School High School College
7. Student number: _____

APPENDIX D

MARRIAGE CONTRACT

Suppose your state legislature were considering a bill that would change the marriage and divorce laws for those who choose. A marriage contract would be proposed. This marriage contract would be available to you when you applied for a marriage license (or, if you are already married, you and your spouse could apply for a contract at your county court house). The contract would have many options, or clauses. You could choose any, all, or none of the options, tailoring the contract to fit your own needs. The state would provide legal counsel (a lawyer) and a marriage counselor at each court house, to assist you in the drawing up and completion of your own marriage contract. Review and revision of the contract would be possible at (your) specified intervals: for example, you might decide to review your contract every three years.

The marriage contract might contain any of the following options or clauses. Remember, each couple would be free to choose any of the clauses it wanted so that the conditions of the marriage would suit its own needs.

- I. Marriage termination/renewable clause. This clause would let the couple be married for specified periods of time. At the end of each time period, the marriage would automatically be renewed, or terminated or reviewed, at the specific request of the couple. The couple could decide how often it wanted the marriage renewed (every 3 years, every 5 years, etc.)
- II. Choice of name clause. The wife could choose to keep her own last name, take her husband's name, combine last names (Rowan and Martin could become Romart), or hyphenate last names (Smith-Jones). The names to be used if and when the marriage ended could be stated. The names of children could be decided upon. For example: If a son were born, whether or not he would use his father's whole name could be decided.
- III. Family Planning Clause. The couple could state:
 - A. Whether or not to have children.
 - B. The number of children planned and the spacing of these children.
 - C. Who would be responsible for birth control and methods of birth control that would be acceptable.
 - D. If and when, and under what conditions, adoption would be acceptable.

- IV. Place of residence clause. The couple could agree upon:
- A. Their immediate place of residence.
 - B. What to do if the wife's circumstances (perhaps her job) seemed to be reason for moving.
 - C. What to do if the husband's circumstances seemed to be reason for moving.
 - D. When, if ever, it would be acceptable to have separate homes.
 - E. Within a given home, what would be considered acceptable sleeping arrangements (twin or double beds), what special needs of either partner in the forms of work or recreational space would be necessary (sewing room, home office, tool room, etc.)
- V. Use of human resources clause. The couple could state:
- A. Who will work for money, and how much responsibility each will have for supplying income to the family.
 - B. Whether the wife will be expected to work when there are small children.
 - C. How the non-income producing labor will be divided: who cleans the house, shops for groceries, cooks, mows the lawn, etc.
- VI. Use of non-human resources clause. The couple could decide:
- A. Who will be responsible for writing checks and paying bills.
 - B. If separate or combined checking accounts will be maintained.
 - C. How credit will be used.
 - D. Priorities for acquiring goods. (Will two cars be more important than owning a house? or Will buying a washer and dryer be more important than a lawn mower?)
 - E. Responsibility for purchasing decisions. (Who will choose the cars: the husband, the wife, or both?)

- VII. Child care clause. This clause might not be used until a decision to have children is made, or even after children are present in the home. Items that could be included:
- A. Physical responsibility for children. (Who gives the baths, feeds the children in the evening?) This could be important if both mother and father work.
 - B. Time to be spent with children by each parent.
 - C. Spiritual education of children.
 - D. Types of other-than-parental care that would be acceptable: (Day care centers, nurseries, babysitters, other family members, etc.)
- VIII. Individual rights and freedoms clause. The couple might choose to set up sexual, social, and intellectual freedoms within and out of the marriage that have not traditionally been acceptable. Adultery, as ground for divorce, might or might not be seen as acceptable. Specifying the acceptable behaviors of each might include the acceptability or inacceptability of communal marriage, mate swapping, swinging, etc., and the conditions for these behaviors (whether they be public or private.)
- IX. Religious practices clause. The couple could choose to retain or not retain their own beliefs and practices as part of each person's individuality. (This could be very important when the marriage is an inter-faith one.) Considerations might be:
- A. How involved each will be in his/her religious practice.
 - B. How much time and money each expects to give to his/her religious institution.
 - C. Religion for children: attendance, choice of church, etc.
- X. Dealing with other people clause. This clause deals with relationships with third parties: in-laws, friends, business associates, social and professional groups. The couple might reach agreements about family visits (where to spend certain holidays), living with in-laws or having in-laws live with the couple, or having lodgers in the home, the amount and time spent with others (will the husband have a night out every week with the boys? Will the wife belong to a bowling league?)

APPENDIX E

Give Your Ideas of Contract Marriage

By Delmer Robinson
Marsha Harshbarger is a young woman with a mission. She has been thinking about marriage — no, not to any one particular individual — but rather the institution of marriage and, more specifically, marriage contracts.

Marriage contracts are "big" with many modern couples, and with sociologists.

"People who study marriage and the family have, in the past few years, come up with many suggestions for changing the way we live without making any strong attempt to find out what the rest of the world thinks of their ideas," she said.

"I am trying to find out who would use marriage contracts if they were legal and easily available.

"Instead of interviewing 20 or 30 people, I'm trying to reach as many people as possible. Gazette-Mail readers can help by filling out a questionnaire after reading this article explaining what 'marriage contracts' are all about."

A marriage contract is no more than a written agreement between two people. It describes what the couple wants in life: Their goals, and how they plan to reach them.

IT IS A WAY to think beforehand about the kinds of decisions the couple will have to make, the number of chil-



children they want, the way birth control will be used, or the way money will be spent. One such marriage contract

has been developed by two graduate students at Virginia Polytechnic Institute.

The marriage contract has

10 options. You could choose any, all or none of them, suiting the contract to your own needs. The authors suggest the state should provide a lawyer and a marriage counselor at each courthouse to help fill out marriage contracts. Couples could change the contract any time they wanted. They could even decide how often to renew or revise it.

In order to make an informed judgment on the merits of possible clauses in a marriage contract, these explanations are offered:

1. Marriage termination renewable clause. Would let the couple be married for a specified length of time. At the end of each time period chosen, the marriage would automatically be renewed, unless the couple chose to review the contract, or end the marriage.

2. Choice of name clause. Would allow for the wife's use of her maiden name, her husband's name, a combination of their names, or the husband's and wife's last names could be hyphenated (Smith-Jones). The names to be used by each if and when the marriage ends. Or names of children: if a son were born, would he be given his father's whole name?

3. Family planning. Whether or not to have children, the number of children planned and what spacing. Who would

be responsible for birth control and what method. If, when, and under what conditions, adoption would be acceptable.

4. Place of residence. Immediate place of residence; what to do if either of their circumstances seems to dictate moving; when, if ever, it would be alright to have separate homes. And, in the home: what sort of sleeping arrangement, what special needs of either partner in the form of work or recreational space.

5. Use of human resources. The couple could state who will work for money, and how much responsibility each will have for supplying income to the family. Whether the wife will be expected to work when there are small children. How the non-income producing labor will be divided, who cleans the house, mows the lawn, etc.

6. Use of non-human resources. Who will be responsible for paying bills and writing checks. Will there be separate or combined checking accounts. How credit will be used. Responsibility for purchasing decisions.

7. Child care. Who gives baths, feeds children in the

evening. Would be important if both parents work. Spiritual education. Day care center, nurseries, babysitters.

8. Individual rights and freedoms. The couple might choose to set up sexual, social and intellectual freedoms within or out of the marriage that have not traditionally been acceptable. Adultery, as a ground for divorce, might or might not be seen as acceptable. Specifying the acceptable behaviors of each might include the possibility of communal marriage, male swapping, swinging, etc. — and whether they should be public or private.

9. Religious practices. The couple could choose to keep or not to keep their own beliefs as part of their individuality. How involved in religion? How much time and money each expects to give. Religion for children.

10. Dealing with other people. Relationships with third parties. Family visits, living with in-laws, having lodgers in the home. And the amount of time spent with others. Could the husband have a night out every week with the boys? Could the wife belong to a bowling league?

Miss Harshbarger is interested not only in reaction to the various clauses, but to the idea of a contractual marriage. She explains: "It is not my goal to determine whether marriage contracts are desirable or not. What I'm trying to discover is how a large number of people feel about them." That's the purpose of the questionnaire that follows. The results will be tabulated and will form the basis of a future report.

APPENDIX F

OCCUPATIONS REPRESENTED BY GROUP II

Category	Total Number For Category	Actual Occupation Given by Respondent	Number
Student	8	College Student	6
		Student/Artist	1
		High School Student	1
Education (non-student)	17	School Administrator	1
		Teacher	14
		Nursery School Teacher	1
		College Professor	1
Homemakers	30	Homemaker	5
		Housewife	17
		Homemaker/housewife combined with other	8
Human Services (medical)	8	Medical Doctor	1
		Registered Nurse	4
		Speech Pathologist	1
		Physical Therapist	1
		Dental Assistant	1
Human Services (non- medical)	6	Case Aide/Vocational Rehabilitation	1
		Counselor	2
		Minister	2
		State Policeman	1
Business (management)	5	Management	1
		Supervisor for Utility Co.	1
		Store Owner	1
		Clothing Buyer	1
		Television Production Manager	1

Occupations - Continued

<u>Category</u>	<u>Total Number for Category</u>	<u>Actual Occupation Given by Respondent</u>	<u>Number</u>
Business (employee/white or blue collar workers)	25	Insurance Clerk	1
		Insurance Agent	1
		Library Assistant	1
		Salesman	2
		Legal Secretary	1
		Secretary-Teacher	1
		Automotive Secretary	1
		Secretary	9
		Accountant	1
		Clerk	2
		Operator	1
		Barber	1
		Technician	1
		Chemical Operator	1
		Waitress	1
Professionals (not in- cluded in the above)	5	Engineer	1
		Economist	1
		Professional	2
		Attorney - self employed	1
Other	6	Retired	1
		Child	1
		Not indicated	4

N = 110

APPENDIX G

POSSIBILITIES FOR QUOTATIONS

People who study marriage and the family have, in the past few years, come up with many suggestions for changing the way we live without making any strong attempt to find out what the rest of the world thinks of their ideas.

I am trying to find out who would use marriage contracts if they were legal and easily available. Not the names of people who would--or would not--but whether men and women both would want to use them, whether the person's age, or his job, or if he has been divorced or not makes a difference.

I've been studying marriage at a university for over a year, and I have seen and heard many different ideas about "what ought to be" or what marriage will be like in the future. I don't see much written about what large groups of people think about some of these ideas and predictions. That is the purpose of this article.

Instead of interviewing twenty or thirty people about what they think, I'm trying to reach as many people as possible. The Gazette readers can help me find out what a lot of people think about this kind of marriage contract by reading this article and filling in the questionnaire at the end. If they feel like writing me notes about their reactions, fine.

A Marriage Contract is ...

A marriage contract is no more than a written agreement between two people who are either getting married or who are already married. It describes what the couple wants in life: their goals and how they plan to achieve them.

It is a way to think about the kinds of decisions the couple will have to make--before the decisions have to be made. For example: the number of children they want, the way birth control will be achieved, or the way money will be spent, and many more.

The marriage contract shown here was developed by two graduate students at Virginia Polytechnic Institute and State University. They think marriage contracts should be available in each county court house for anyone who wants to use them. People applying for marriage licenses and people already married could look into the possibility of using a marriage contract.

This marriage contract has ten options--or clauses. You could choose any, all, or none of them, suiting the contract to your own needs. The state would provide a lawyer and a marriage counselor at each court house to help you fill out your contract. You would be free to change the contract anytime you wanted, or at (your) specified intervals it could be renewed. For example: You could decide to have your contract renewed for three year periods.

Why a Marriage Contract?

Joan worked in an office. She took two days off to get married. She never came back to her job. Joan's husband told her--after the wedding--that his wife could not work. This would never happen if they had used a marriage contract before the wedding. Joan would have known, for sure, what her husband expected!

A marriage contract forces each person to get to know himself and his partner better, especially what each person expects from the other in the marriage.

It gives a structure to think through. It can help people see the kinds of decisions and goals that are a part of marriage. How many people talk about who will pay the bills or who will mow the lawn before they get married?

With a marriage contract each person knows, before he marries, what his rights and duties will be, and if he does not want those rights and duties, he can make an educated decision about whether or not he wants to be married, at least to that particular person. And if there are strong disagreements, at least the two partners will know what the disagreements are before they marry.

Marriage contracts help develop "individualized" marriages so that a marriage can be more what a couple expects and needs, instead of what society has traditionally said was to be expected.

APPENDIX H

WRITTEN RESPONSES

GROUP I

No. 116: From an engaged female, age 20:

Some of the clauses seem superficial: covering items married people would definitely have to discuss, but not have written down.

If a couple was close enough to be happily married they would have decided the above issues and not need a lawyer to ratify their decisions.

No. 128: From a single, dating female, age 19:

The reason why I don't like the contract is because the couple has to decide everything in advance. People change from day to day. It's too restricting. The decisions you would have to make depend a lot on the world conditions, and that is always changing.

No. 133: From a married female, age 22, an explanation of her negative response to the first question.

A qualified "no" since my marriage seems to be working fine I find no need for such a contract, but find it a good idea because too many people enter marriage without forethought and planning. We discussed many of these items before we were married.

No. 153: From a single, dating 19 year old female:

If or when I marry, these points will be understood and agreed upon by both parties, but I dislike the legal contract idea. I feel a legal contract is no better than our present system and that it causes uncomfortable feelings. A good marriage should be able to absorb temporary or permanent changes in its running. P.S. I am optimistic and possible not practical about my ideas of marriage.

(She did say, however, she would use this contract, and answered yes to the other questions as well.)

No. 160: From a married female, age 20

The only thing I would prefer would be that the contract is personal between the couple and not required by law,--more of a personal agreement than a legal contract.

No. 214: From a single female, 21 years old, who answered affirmatively to the first three questions:

I do not know what I will or won't want to do when I get married. There should also be a clause that decisions be discussed and made as they occur. Three years of marriage may make me change my attitudes.

No. 216: (This is same respondent as No. 116)

Again, some of the inquiries are questionable... if you don't think you'd use the contract (A), it's difficult to answer (B).

No. 300: From a single, dating female, age 20:

In each clause I expect that I would discuss everything involved there is advance of marriage, and that we would reach decisions on each item, but I think we could keep it between the two of us--I wouldn't want it to be legal. He would have final say, if we disagreed, I don't have to marry him.

The first clause I disagree with. God intends marriage for keeps. People should be more certain of who they marry, and evaluate their feelings ahead of time.

No. 305: From a single, engaged female, age 20:

I think that the basic benefit is not so much to the contract itself, but that it would force the couple contemplating marriage to think about and openly discuss and decide on issues which may have been hidden by "love and romance"--the types of things which matter after the honeymoon.

No. 312: From a 20 year old male, single, and engaged:

I see no reason for any form of marriage contract. These items (e.g. name changing, chores, income, etc.) should be talked about before marriage. Once you had put your name to a contract you are bound by it. Suppose you opted to renew at 5 years, but wanted out after the first? You could always break the contract legally; but then why have one in the first place? It all seems too mechanized. Why not be the Smith's, Inc.? I keep recalling visions of 1981!

No. 313: From a single, engaged female, age 20:

It seems as if these items should be settled upon before marriage by both members in a marriage. And if they agree enough to sign the contract they would live by the standards anyway. I, therefore think the contract is silly and will make marriage more of a game and taken lighter than it already is.

No. 314: From a single male, dating, age 21:

The only negative feelings I have about this idea is it being so damned legal--if you slip on a small thing (taking out garbage) you could be legally sued for divorce.

No. 315: From a single, engaged 19 year old, female:

I personally feel that marriage contracts are for people who were not really sure they wanted to get married in the first place and want an easy out when the time comes!

No. 317: From a single, dating female, 20 years old:

Somehow the entire idea of a marriage contract really turns me off or upsets me--I guess I'm just a person who views marriage in the traditional sense. Maybe a contract for other areas but not for termination or renewal.

No. 319: From a single, dating female, age 20:

I would not use the contract. I believe it is up to the couple to make those decisions but don't believe they should or have to be written in a contract. If one is use(d) I think such matters 2-10 should be changeable. It seems reasonable if one is used or needed.

No. 328: From a single, dating female, age 20:

I think this is a good idea! It's only fair for all parties to put in legal writing the whats and what nots of expectations in marriage--it forces the two people to face the differences that they may have between them and find solutions.

APPENDIX I

WRITTEN RESPONSES

GROUP II

- No. 509: From a married female, 40 years old, a teacher with 5 teenage children, written in the margin:

Responsible, mature adults would consider all these factors before marriage as we know it today. Those that don't, void their present contract by divorce.

- No. 578: From a married female, age 19, a housewife, written in the margin:

Will you please read the following: Matthew 19:8-9, Matthew 5:32, Mark 10:1-12.

She did, however, check that she would definitely use the religious practices clause, even though she would not use the contract.

- No. 581: From a married female, age 25, a teacher, who would not use the contract:

This type of contract seems to [too] impersonal for my use.

- No. 582: From a married female, age 30, a homemaker with two children, a handwritten letter:

Dear Miss Harshbarger,

My husband [and] I think the greatest good in marriage contracts is that they make young couples stop and think and discuss so many things that will affect their marriage.

We would never make such a contract ourselves since we have found that our roles have changed and overlapped so much since we were first married. Our roles have become very flexible, so much so, that there's hardly an area where there isn't a little overlap or where we wouldn't feel free to step in and help the other or take over a role if circumstances warranted it.

Another thing we have found is that before marriage, we don't really know how we're going to react to the various situations and changes that will come up in our marriage. Some of our ideas and goals have changed very much.

No. 582 - Continued

We have found that a deep and growing love keeps us together, helps us through change and supports us in our roles.

I must also add that we believe in the permanence of marriage and that's what makes us work so hard at being "the best person we can."

Sincerely

No. 583: From a married female, age 53, an insurance clerk, with seven adult children.

In my opinion, a plan such as this is contrary to moral and spiritual laws and can lead only to instability and emotional disturbance.

No. 584: From a female, age 24, a housewife with three children. who lists marital status as living together, a handwritten letter:

Gen. Del.
Hinton, W. Va.
Sept. 17, 1973

to whom it concerns,

I think the marriage contract is a very good ideal. I my spouse have been liveing together for seven years he says he isn't ready for marriage yet. he thinks if we get marray, that I'll leave him for another men. I think too much of him to do that. and also I have two children by him, and their in his name, so if I left, we would have a fight over them. I hope you understand my letter.

Yours truly,

No. 585: From a 43 year old male, married, a salesman with three children, who answered "no" to the first three questions, and then across the rest of the questionnaire wrote the following:

Anyone considering this method of marriage must be soo stupid in morals, life itself and one's purpose for living.

No. 586: From a married female, 60 years old, no children, who lists her occupation as "housewife now, formerly teacher, business woman, social worker," scribbled across bottom of questionnaire:

No. 586 - Continued

We have spent many of your years assisting elderly parents and relatives including assisting to educate children of relatives from broken homes. This unstable society could be improved by more stable counseling and less newspaper, magazine, TV and radio propaganda and immorality.

No. 587: From a married female, age 44, a housewife with no children, who points out her husband is a Ph. D, scribbled along margin of questionnaire:

Comment: A contract could be made to cover all these things but when it comes to practical living and when love is involved and there is need, the contract would be thrown to the wind. As if the wife were to do the dishes by contract, but took ill, the husband would do them if he loved his wife even if not his job.

She said that neither she nor her husband would use the contract, but she wrote the following over question 2: "If someone wanted it, it would be their choice."

No. 588: From a single male, a college professor, concerning clauses 7 (child care) and 10 (dealing with other people): "can be shared 'by ear' w/o formalizing perhaps."

No. 589: From a divorced female, age 39, a secretary with four children, a typewritten letter:

September 17, 1973

Women's Editor
The Gazette
Charleston, W. Va. 25330

The idea behind this whole article was so ridiculous that I can't believe that you would waste valuable newsprint to print such a thing. You are only contributing more ammunition to an already established war which is trying to bring about the sane, established, tried and tested order of laws' death. I would think that you could do more with a recipe or pattern that [than] you can with this type of trash. I am not a religious fanatic but it is certainly playing into the hands of satan, himself, to even give lip service to this

No. 589 - Continued

demoralizing idea. The Lord himself established the order of this world and to try to do otherwise is only laying down the plan of defeat for mankind. Wise up and quit trying to be something that you know in your heart is against the laws of God.

The Gazette is getting worse instead of better in its outlook. I am surprised that you are sinking so low. I thought better things of you. I don't mean to sound like some kind of religious nut but this is beginning to look like the time of Jezebel and Ahab. You are asking for a fall if you keep on, you will be sure to get it.

Sincerely,

No. 590: From a married female, age 34, four children, who lists her occupation as follows: "Career--mother, wife consultant, household engineer." She is negative about the whole thing, and writes on questionnaire, "can't believe this!" A typewritten letter, all in capital letters, is included:

SEPT. 17, 1973

THE GAZETTE-MAIL
CHARLESTON, W.VA. 25330

Gentlemen:

I CANNOT BELIEVE MY EYES, MY BRAIN REFUSES TO ACCEPT THIS. EITHER DELMER ROBINSON OR MARSHA HARSH-BARGER (IF THERE IS SUCH A PERSON) HAVE RELATIVES WHO OWN OR HAVE MUCH INFLUENCE IN THE DAILY MAIL/GAZETTE MAIL OFFICES.

A FEW POINTS TO PONDER--A FEW TO TAKE LITERALLY--
A FEW TO ?????

MARRIAGE CONTRACT INDEED? HOW DID YOU EVER MANAGE TO LIVE LIFE TO THIS DATE SINCE YOUR PARENTS WERE WITHOUT A CONTRACT?? WHAT EVER HAPPENED TO A MARRIAGE VOW AND RELIGIOUS CEREMONY--HAS THIS TYPE FAILED? PETERED OUT? OR ARE THE "NOW GENERATION" MAKING SO MANY FABULOUS CONTRIBUTIONS TO THE WORLD THAT WE NEED TO SET UP AND TAKE NOTICE AND BEGIN THIS CONTRACT THING?

CHOICE OF NAME? BROTHER--LET'S ALL CONFUSE THE CHILDREN TODAY: THOSE OF TWENTY YEARS AGO AREN'T CONFUSED ENOUGH

No. 590 - Continued

FAMILY PLANNING--I HATE TO NOTIFY YOU, BUT THAT HAS BEEN GOING ON SINCE THE BEGINNING OF TIME.

RESIDENCE: USE OF HUMAN RESOURCES: NON-HUMAN RESOURCES DIG DIG YOU'RE RUNNING OUT OF THINGS TO PUT IN THE CONTRACT.

INDIVIDUAL RIGHTS & FREEDOMS: BROTHER, WHY GET MARRIED--JUST BOUNCE FROM ONE BED TO ANOTHER--DON'T COMPLICATE THINGS WITH ANY CONTRACT.

RELIGIOUS: CHOOSE TO KEEP OR NOT TO KEEP AS PART OF THEIR INDIVIDUALITY--YOU NEED A NUT CRACKER--IF THE CONVICTIONS ARE NOT DEEP ENOUGH TO BE A PART OF THE INDIVIDUAL BY THE DATE OF MARRIAGE, THEN THEY PROBABLY HAVE BEEN LEFT WITH NO RELIGION AT ALL.

DEALING WITH OTHER PEOPLE--BROTHER THIS IS THE END--LODGERS IN THE HOME, FAMILY VISITS--WOW! DECIDE TODAY WHO MAY VISIT IN A YEAR? THIS ISN'T BANANAS??

YOU HAVE GOT TO BE PUTTING THE PUBLIC ON--BUT FOR ONE SUCKER WHO ANSWERED HERE IS ONE, NOW TO UNCOMPLICATE THINGS JUST DON'T COUNT IT-- YOU PROBABLY WILL HEAR FROM 12 TO 15 YEARS IN AGE, SO WHY NOT CALCULATE IT ON A MENTAL AGE BASIS RATHER THAN "HOW A LARGE NUMBER OF PEOPLE FEEL ABOUT THIS?"

ARE YOU TRYING TO DECIDE WHAT COURSES TO PURSUE IN COLLEGE? PERHAPS DOING A LITTLE ADVANCE "CUSTOMER GATHERING" IF EVER THIS INSANE THING WERE TO BE USED EVEN AT WILL WOULD THE TAX PAYERS EVER ALLOW THE STATE TO FURNISH AN ATTORNEY AND MARRIAGE COUNSELOR AT EACH COURTHOUSE--DOES THIS RING TRUE THAT YOU MAY BE THINKING THIS LINE OF WORK WOULD BE YOUR CHOSEN FIELD IF ENOUGH QUACKS WRITE IN THAT THEY WOULD WANT THIS?

NEXT QUESTIONNAIRE YOU MUST RUN--TRY IT, YOU MIGHT LIKE IT. WHAT THE PEOPLE WOULD LIKE TO SEE IN THE PAPERS, YOU SEEM TO BE ALWAYS DIGGING UP THINGS THAT ARE TERRIFICALLY UNIMPORTANT--TRY ASKING THE PUBLIC WHAT TYPE OF FICTION THEY WOULD RATHER READ. IT WOULD SAVE TRIPS TO THE LIBRARY.

No. 590 - Continued

ONE LAST SUGGESTION--WHY NOT JUST GET THESE TWO GRAD. STUDENTS A DEFINITE MINORITY--FACE INTO THE SUNSET--AND NOT GIVE THEM TOO MUCH ATTENTION--THEY MIGHT DECIDE TO UPSET THEIR KIDS EVERY TWO YEARS OR SO WITH WILL WE RENEW OR WON'T WE CRAP, BUT LET'S NOT SET UP ANY SUCH FOOL THING FOR THE GENERAL PUBLIC UNTIL THEY TRY IT FOR SEVERAL YEARS LIKE THEIR OWN ANCESTORS HAVE DONE WITH THE OLD TRADITIONAL THINGS.

IF THE YOUNGER PEOPLE* DON'T HAVE ANYTHING ELSE TO DO, THEY MIGHT TRY MAKING LOTS AND LOTS AND LOTS OF MONEY LEGALLY I WOULD HOPE AND OFFER IT TO THE COLLEGE OF THEIR CHOICE TO EDUCATE SOME LESS FORTUNATE PERSON JUST BECOME PLAINLY SUCCESSFUL, THEN PROPOSE THEIR IDEAS TO THE WORLD AFTER THAT PERIOD, THEY MIGHT BE A LITTLE BETTER "EDUCATED" THEMSELVES AND MORE ABLE TO OFFER "CONTRACTS" OF ANY TYPE.

(in longhand) Sincerely

* i. e. those few like with this contract not the majority by any measure.
P. S. DOUBT seriously if any further "discussion" is seen on this.

No. 591 and 592: From a married couple, the husband is 29, the wife, 25; both list their occupation as "professional." There are two letters. First, the wife's:

I am in favor of the "contract" marriage, but only in terms of two people discussing and developing a meaningful, workable relationship that is open and honest. I do, however, believe that two people entering into a marriage are (or can be) capable of communicating openly and honestly without the aid of the government or legal counsel. Granted, many people enter marriage with a distorted view of its meaning, and far too many false images of its meaning. For this reason, in addition to the institution's present legal entrenchment, I believe the idea of the (legal) contract could aid in helping to strengthen the relationship of those entering a life together, their understanding of it and each other. Hopefully, the day will come when two people can join their lives and separate them, if need be, by

No. 591 and 592 - Continued

facing themselves, their relationship, their goals, happiness and problems without the state's (legal) intervention and "protection."

There is something I questioned on your other-wise good questionnaire: Question #8 covers individual (a) social, (b) intellectual, and (c) sexual rights and freedoms; yet, your example stresses only the sexual--why? It just made me curious.

The husband's letter, written on the reverse side of the wife's:

Why I'm against putting marriage on a "contract" basis--

I believe marriage is presently already too enmeshed in the legal system. To me, marriage should be definitely extra-legal, making "contracts" puts the emphasis on a level of "business transactions" and gives it an aura, a mood, of "forced" (and enforceable) relationships, rather than a mood of, and an emphasis on, love and the freedom of individual expression therein. With the latter, marriage retains its important "spiritualism" and does not become documented materialistically.

I do believe, however, that in our present "unnatural" system of marriage, the contract procedure could be a helpful tool prior to making an application for a license. It is important for couples to consider the issues listed in your typical contract and to discuss them with each other to insure they have similar views, or negotiable differences. It is far better to understand each other before the "State" approves your marriage than to have to admit to the "State" at your divorce hearing that you really didn't understand each other at all.

No. 593: From a married female, age 24, a housewife with one small child, a handwritten letter:

September 17, 1973

Dear Ms. Harshbarger,

This letter is regarding the "Fill Out Questionnaire" in the September 16, 1973 Sunday Gazette/Mail.

No. 593 - Continued

Mature couples usually sit down before marriage and talk over most of the options listed in the contract. I feel that the marriage renewable/termination option should not be in the contract. Marriage is till death do you part and not a business deal that could end in a specified length of time. Why not enter marriage with the idea that it will last and not with the idea that "if it doesn't work we can

The 5 years and 4 months of my marriage has been wonderful with out the use of a contract.

Sincerely,

No. 594: From a married female, 77 years old, with five adult children, who notes that she has been married 62 years, scribbled in the margin of the questionnaire: "I think you are wrong in suggesting this way of life."

No. 595: From a married female, 50 years old, with three adult children, who describes herself as a homemaker and accountant (part-time), written boldly in the margin of the questionnaire:

Children would suffer too much from such a contract. I'm definitely against it!

No. 596: From a married female, age 31, a registered nurse with four children, written at the end of question 2, which she answers affirmatively:

But, if couples wouldn't be legally bound to agreements I can see not true value in a contract especially if so changeable.

No. 608: From a respondent who returned a blank questionnaire accompanied by a handwritten letter and a flyer that contained the "Communist Rules for revolution," supposedly captured by the allied forces in 1919, on which she/he circled the following: "By specious argument cause breakdown of the moral virtues, honesty, sobriety, continence, faith in the pledged word." The letter:

Dear Mam

If you believe in this garbage you better read the Bible about the moral Codes that God gave the human race to live by. We are not dogs, human beings with a conscience and a soul.

No. 609: From a respondent who returned an unanswered questionnaire with the following scribbled in the margins:

After reading this article I will say it is a shame our states would think of such foolishness. It is all the works of the devil. If you will read your Bible the least bit, it will tell you marriage is a sacred obligation and should be studied very carefully before you enter into it.

The vita has been removed from
the scanned document

ACCEPTANCE OR REJECTION
OF A MARRIAGE CONTRACT

by

Marsha Lynn Harshbarger

(ABSTRACT)

The objectives of this study were to study whether a certain type marriage contract would be used if legal and available; to study the relationship between acceptance of a marriage contract and demographical characteristics of subjects; and to study which clauses in a marriage contracts would be most likely to be used. Two groups were surveyed: college students and respondents to a newspaper article.

A marriage contract, consisting of ten clauses, was described for the subjects, who were then requested to complete an accompanying questionnaire that asked if they would use the contract; whether they thought the contract should be available for others; and whether they thought their fiances or spouses would use the contract. In addition to these questions, the subjects were asked to designate, on a Likert-type scale, whether they would or would not use each of the ten clauses.

Approximately 40 per cent of the college students and 50 percent of the newspaper respondents said they would use

the contract described. Eighty per cent of the college students and 66 per cent of the newspaper respondents said they would like to see the contract available for others. Thirty per cent of the college students and 32 per cent of the newspaper respondents thought their spouses or fiancées would use the contract. The most popular clauses were those that dealt with traditional tasks within the marital dyad, while the least popular clauses dealt with innovative tasks, i.e., tasks not typically dealt with within the marital dyad.