



## The Comparative Study on Alimony- Marriage Portion and Inheritance in Iranian and British Legal Systems

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**ABSTRACT:** In this paper, following to domestic laws in Islamic Republic of Iran (IRI) and in comparison with the counterpart laws in UK, women's financial rights are investigated in order to evaluate and identify women's economic status in these countries. With respect to widespread slogan of equality of women and men's rights in many countries during several recent decades, some laws were approved that it was expected them to able to provide economic rights for women in family, while currently it has passed many centuries that Islamic Jurisprudent Laws have deemed women as independent in proprietorship and possession toward their own acquired properties and they required husband(s) to meet wife's needs through observance of moral principles. In this article, it has been briefly dealt with comparative analysis on women's economic rights in family including alimony, marriage portion, and inheritance.

**Key Words:** Financial Rights, Alimony, Inheritance, Marriage Portion, Family, Common Law

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### INTRODUCTION

Today, there are some challenges between different beliefs, religions, and cultures regarding removal of discrimination among woman and man in access to financial sources and acquisition of properties through inheritance etc. Through legislation in line with Islamic teachings and injunctions and to provide benefits for family and by virtue of Islamic verses, narratives concerning to equality of women and men in terms of creation and human respect, Islamic Republic of Iran has required the government in Clause 9 from Article 3 of The Constitutions to make every efforts to provide just and fair facilities for women and men in all material and spiritual fields. Despite of such measures, there are some different regulatory fields in some statutes and current rules of Islamic Republic, which interpret some differences among woman and man where majority of these regulations are based on religion and jurisprudence. In this essay, women's financial rights are examined following to domestic rules of IRI and its comparison with the similar rights in Britain rules in order to assess women's economic status in these countries and to identify if the existing rules in Iran concerning to women's economic rights suffice for them despite of the differences between women and men. What are the intellectual bases of Islamic thinkers for interpretation of these rights for women? And what are differences among these rights from attitude of western scholars? Some goals of this study are to interpret properly women's financial rights and to analyze comparatively on Iranian and British laws regarding inheritance, alimony, and also marriage portion- specific to Iranian law- to acquire the purposed questions so that in order to realize the aforesaid objectives, librarian method was adopted. In this technique, it was referred to several scientific - researching books and articles as well as different internet networks and documents and theses and the views and votes of the antecedent and recent jurists, lawyers, Muslim and western thinkers were explored.

### Women's Financial Rights in Iranian Law

#### Alimony

Alimony (Nafaqeh and its plural Nafaqat or Anfaq) lexically means cost of sustenance for wife and children and what is granted in this regard [1]. Some people consider Nafaqeh (alimony) in Islamic Jurisprudence as to provide necessary expenses for wife and relatives, including provisions, clothing, and housing etc. [2]. But some others considered norm and habit as criterion for giving alimony [3]. Although payment of alimony has also had background in other religions but it is one of the Islamic initiatives in which with respect to woman's positions, the husband is obliged religiously to pay alimony to his wife. In Article 1107 (Civil Code), housing, clothing, food, furniture, which should be normally proportional to woman's status, are some of examples for alimony; however,

some of layers maintain that what was mentioned in article 1107 (Civil Code), has not been exclusive and definition of term alimony stands for what is normally needed for women [4].

### **Jurisprudential and Legal Bases of Alimony**

By virtue of Quranic verses (The Women Sura: 34; Divorce Sura: 7; Cow Sura: 233) and reliable traditions [2], payment of alimony to wife is one of husband's obligations. In legal terminology, Enfaq (giving alimony) is to provide the necessary requirements for the persons who are entitled to receive alimony where wife is the most prior persons among them to receive it and by the person that is obliged to give alimony [5]. so that according to Article 1102 (Civil Code), upon the pronouncement of marriage contract properly, it is stipulated for husband as a task to pay alimony to his wife as the woman is tasked to do matrimonial duties toward her husband at the same time. Well- to- do status or need of wife will not be effective in principal entitlement of alimony or its limits according to consensus of jurisprudents [6]. Furthermore, it should be considered that the condition for lack of giving alimony by husband in marriage will be annulled by virtue of Article 1106 (Civil Code) where it is stipulated that giving alimony to wife as preemptory norms [7].

### **Alimony Limits and its Sanction**

It seems that with respect to theoretical dispute over determination of alimony limits by Shiite jurisprudents, alimony examples and limits are not exclusive and the examples of needs may vary with transformations familial system as well. Some scholars like Sheikh Toosi deems alimony restricted to food, housing, and clothing [6], while some of other Islamic scientists such as Najafi (RH) and Shahid-E-Avval (RH) also consider some other items as alimony including costs of drug, fragrance, kohl, and bath rather than costs of food, housing, and clothing [8]. Although famous Shiite jurisprudents consider women's requirement as the basis for giving alimony, they argue that norm and habit are the criteria to determine it and its cornerstones [9]. According to rider of article 1107 (Civil Code) dated 20/09/2002, to prevent from disputes, limits of alimony have been determined based on norm as follows: "Alimony is all normal needs and proportional to woman's status including housing, clothing, provisions, furniture, medical and healthcare costs and for servant if she was accustomed to or if necessary due to deficiency or illness." In the cases of difference over the rate of alimony and husband's refusal for its payment, according to article 1111 (Civil Code), the court is required to determine the rate and amount of alimony and to sentence husband to give alimony. By inference from article 1206 (Civil Code), in addition to the current alimony for wife, husband is obliged to give already unpaid alimony and postponement and lasting time will not preclude right of alimony and to acquire it so if husband refuses to pay the already unpaid alimony which is deemed as premium debt as well, wife is entitled to take action in the court [2]. According to article 642 (Civil Code), refusal from giving alimony is considered as a crime and rather than wife' right for reference to family courts, lack of payment of alimony is also actionable criminally but in order to avoid lengthening of subject we do not deal with the given issue.

### **Seismology of Marriage Portion**

Marriage portion (Mahriyeh) is an Arabic term that is equivalent for marital gift (Al-Sedaq or Al- Sadaq), dower (Nehleh), or religious task (Farizat) [4] and similarly it is also referred to it as Cabin. In Islamic Encyclopedia, Marriage portion (Mahriyeh) is defined as follows: "Term Mahr is derived from Hebrew word (Mohar) as well as Assyrian root of (Mahra) that means bridal gift. Mahriyeh (marriage portion) has different meanings including buying price, it is synonymous with Sadaq that means affection and gift, which voluntarily paid by groom." Mahriyeh is a certain property (or something that is substituted with property) that is conventionally given to wife by husband in marriage contract and or he indemnifies it as in favor of wife [10]. As a legal term, Mahr or Sadaq is a property that woman owes it by marriage contract. The requirement for possession is caused by legal order and it is nor derived from contractual origin and for this reason, silence by both parties during marriage contract and even agreement over this issue that wife would not be entitled to receive marriage portion will not waive husband's task in this respect [11]. Mahriyeh has been purposed in laws in Hebraic culture, ancient Greece, and Iran and pre-Islamic era in Saudi Arabia as well but after Islamic appearance and descending the honored Quranic verse (And give women their dowries as a free gift ...; The Women Sura: 4), Mahriyeh, as a sign of kindred, affection, interest, and sincerity (not as her price), should be granted by husband to wife (not her administrators). The philosophy of such an order is to protect woman's social and economic independence in Islam [12]. In Islamic nations, Mahriyeh (marriage portion) is considered as marital requirements and it is necessary in temporary marriage (concubine) and lack of it will lead to annulment of marriage contract [8].

### **Legal Nature of Marriage Portion (Mahriyeh)**

Derived from jurisprudential and legal books in Iran and from reasons and documentations, Mahriyeh is solely considered as substitute in marriage contract where it is versus indefinite portion (Bez). Accordingly, marriage is considered as an exchange [9]. Legislator has not purpose any certain definition for term Mahr. In article

1082 (Civil Code), it has been implied: "Upon pronouncement of marriage contract, wife possesses marriage portion (Mahr) and she could possess it in whatsoever she wants." Mahriyeh is considered as one of women's absolute rights and whenever after concluding marriage contract, wife could possess her marriage portion as she discerns and without information and permission of her husband, including in entering into transactions, buy and sale, and investment etc. and or she may bestow it to third party while husband will not be entitled to interfere in such possessions by his wife. According to article 1092 (Civil Code), of course, "If husband divorces his wife before any intercourse, wife will be entitled to receive half of marriage portion and in case when husband has already given more than half of this portion, she has right to take the extra half as original or its substitute or its price." Wife's ownership toward joint half of marriage portion is type of unstable ownership and it is realized, established, and fixed by intercourse [5]. According to article 1093 as well as article 1087 (Civil Code), if no certain marriage portion has been determined for wife upon concluding permanent marriage contract, in the case of divorce and lack of intercourse, wife will be entitled to receive reasonable marriage portion (Mahr- Al- Motah) and average bridal gift (Mahr-Al-Mesl) if intercourse occurred. Condition for lack of marriage portion does not mean that the wife not to have any portion (Specified marriage portion (Mahr-Al-Mosama) and average bridal gift), although it does not cancel marriage contract [9]. But doubtlessly, it is an annulled condition since it contradicts to preemptory norm of marriage portion entitlement and or in other words it is illegal [5]. According to article 1085 (Civil Code), after concluding marital contract, wife's marriage portion is matured and payable on demand and husband shall pay it. Thus, if wife asks for her marriage portion before intercourse, she has right of marital lien and to avoid doing matrimonial duties until she receives marriage portion, fully. Therefore, during this period wife is not deemed as a woman who refuses to fulfill marital duties (Nashezeh) so she is entitled to receive alimony as well. Shiite jurists, of course, deem refusal from obedience in its particular concept in this respect; namely, they know it sufficient to occur her intercourse with husband as for fulfillment of matrimonial duties [4, 6, and 9]. To meet women's rights for marriage portion, bill of marriage portion equalization according to daily price was approved in Iranian Islamic Consultative Assembly in 1997. Single article that approved on 8/5/1997 included a provision in article 1082 (Civil Code) as follows. "N.B.: If marriage portion is type of currency, it will be determined with respect to change in annual price index at time of reception than in year of concluding the marriage contract by Central Bank of Islamic Republic of Iran and it will be calculated and paid accordingly; unless, both spouses have mutually agreed otherwise." In article 2 of executive procedure from the aforesaid law, way of equalized price calculation was stipulated as follows: Average price index in a year before payment divided by average price index upon the year of contract occurrence multiplied to the marriage portion figure listed in Marriage Instrument. Some Sunnite scholars deem Mahriyeh (marriage portion) as a subsidiary financial contract and in the case when value of marriage portion is indefinite and one of spouses is died before marital intercourse, no marriage portion belongs to wife and this may show fact that this institution does not solely form based on contract but it should be established separately [4 and 5]. But if we consider marriage portion as a gift since giving gift is a allowed contract and donor of gift may return to the gift after giving it by maintenance of the original donated object so it is not possible to return this gift in marriage at al. additionally, in the case when marriage portion is not determined upon marriage contract, husband should pay average bridal gift or reasonable marriage portion under some other circumstances and at the same time we could not call it as donation with consideration due the same reason based on which the substituted nature of the contract might be tarnished [3].

### **Inheritance and its Documentations**

Historically, inheritance is stemmed from ethnic rites, ceremonies, and beliefs which have existed and developed since family formation and it lexically stand for bequeath and properties that are left from the deceased person. Since during life period of the given late person, his/ her relatives and family assist him/ her so it is natural for them to deserve acquiring possession of the late person's properties than other people; therefore, in legal terminology, inheritance is defined as transfer of ownership the properties of the late person to his/ her heirs after his/ her death [13]. In legal classification, inheritance is included in preemptory rules relating to civil status and it is similar to other legal system based on the most proximity (proximity to the late person) namely the closer relatives may hinder further relatives to be benefitted from inheritance. In article 959 (Civil Code), inheritance of properties is considered as a type of right of utilization and heirs may not waive this right of them. Similarly, neither heirs nor inheritance donor will be entitled to alter rate and ratio of inheritance portion by prior mutual agreement. For this reason, it is mentioned in article 837 (Civil Code): "if someone disinherits one or more heirs from receiving inheritance based on will, the given bill shall not be effective." According to article 834 (Civil Code), the rate of portion that inheritance donor has right to possess in it in some way is only one third of bequeath totally and determination extra portion on inheritance in will shall be effective only by permission of heir(s). According to the Quranic verse, "Men shall have a portion of what the parents and the near relatives leave, and women shall have a portion of what the parents and the near relatives leave, whether there is little or much of it; a stated portion" (4:7), regardless of gender, woman is benefitted from inheritance like man by marriage and by blood relation. Difference between women and men in receiving inheritance is in amount of portion according to Islamic law documented in Quranic verse: "Allah enjoins you concerning your children: The male shall have the equal of the portion of two females..." (4: 11), i.e. male inheritance portion is twice female's portion both by marriage and blood relation. From viewpoint taken by jurists and lawyers, the reason for difference in inheritance portion among female

and male is in that men are required to provide alimony and pay marriage portion so male's task for earning sustenance is compensated by female's deficient inheritance portion [15].

### **Wife's Rights in Inheritance**

According to article 940 (Civil Code), woman may inherit from her husband if they married permanently and vice versa. Based on the well-known comment by jurists, lack of inheritance is the basis in temporary marriage since if inheritance was possible for other persons; it would be also possible for aliens to inherit from someone else. According to article 945 (Civil Code), if marriage contract occurs during period of illness of husband that may lead to his death so by considering non-intercourse condition, wife will be deprived from her husband's inheritance. Similarly based on article 944 (Civil Code), one of the reasons for deprivation of permanent wife from inheritance is in that after divorce the former wife is not called wife for her husband so this will cause lack of inheritance; however, if divorce occurs during period of husband's illness and then husband is died one year later because of the same disease, his wife will be entitled to receive inheritance from him (provided that the wife has not been married with third party). Also, after mutually agreed divorce/ Talaq-E-Baen (wife got menopause or divorced occurred before intercourse), wife is deprived of inheritance (Article 1145, Civil Code). But if revocable divorce occurs before viduity period, both spouses inherit from each other (art. 943, CC) since during viduity period, the spousal relationship has not been totally stopped (according to article 1148, CC) so far husband shall pay alimony during viduity period (Article 1109, CC).

### **Women's Financial Rights in British Law**

Spouses are free to regulate their relations and they control generally over familial life affairs based on personal partnership and agreements where most of these affairs are regulated normally and based on physical, spiritual, and moral conditions of individuals. Law may mainly apply when both parties have not been mutually agreed on determination of their rights and limits before referral to legal bodies. To examine women's economic and financial rights in UK, due to the existing fundamental differences, we deal with classic period and after nineteenth century in British law in the field of heir's portion through a transient look. Like many other European countries, British community has been extremely influenced by religious beliefs during previous centuries. Accordingly, family is a holy institution. In Christian teachings, it has been recommended women to follow their husbands in order to make God satisfied [15]. According to religious teachings, God has made husband as head of family and wife's role in managing affairs and family is placed at the lower order and she should not claim herself as equal to him. In Medieval Centuries and by 1870, a relation like master and slave is observed among woman and man. In Common Law on which UK legal system is based, woman was not independent financially and after marriage entire ownership of woman's properties was transferred to her husband and husband could possess his wife's properties and interests in favor of himself and without her permission. As a result of this status, law deemed man as a responsible for providing sustenance of his wife and the husband was required providing food, clothing, and housing for his wife [16]. Thus, in Common Law, woman had no right to maintain and secure properties or for trading independently; although, law attached competence for women for which in the case of her husband's death, the given properties were possessed by her. Such a status was continued until 16th century. Since this time, woman's properties were deposited to a reliable person and the wife could be benefitted from her properties by purchase and sale independently from her husband without proprietorship possession. In 1870, the law stipulated a legal right for woman to possess in her properties independently in the original properties or interests of her assets whatever she wanted and women obtained to further financial independence by creation of changes in family-related rules [17].

Even despite of the fact that no subject was mentioned about men's legal duty in providing wife's alimony in Family Law, but in the case of husband's refusal and denial of her financial provision, woman could refer to the court and demand to appropriate alimony for herself and her children. Similarly, in the case of proving husband's refusal or failure in providing family's needs and by considering some conditions like financial sources and the amount of husband's income, evaluation of family's needs including house rental, expenses for children's education, food, and clothing etc. and also woman's physical and spiritual status as well as assessment of life level, rate of welfare and material facilities before man's denial or omission in providing alimony, it required husband to pay monthly pension to the wife irrespective of woman's capability for providing her own sustenance. [18].

Following to women's rising independence at the end of twentieth century, the legal approach toward woman and man's rights and duties in family was changed so that according to the approved law in 1978, upon woman's demand from the court for financial provision of family (wife and children), some factors such as her employment, amount of her income, rate of assets, woman's properties and ownership as well as governmental financial aids including premium or retirement pension were taken into consideration in issuance of award by court. By considering some issues like financial status and woman's asset, rate of husband's income, assessment of expenses for his new wife and children (if he is married again), woman's age and physical status of divorced wife and her ability for employment, duration life time before divorce, if the court ascertains that both parties are employed after divorce and are able to earn their financial needs (and for children who are usually under custody of woman),

alimony will not allocated to none of them. The judge, who issues the award, is responsible for recognizing this status [17].

The new law in 1996, which affected by the report from Commission for Family Law and Divorce Bases, was ratified so some of remarkable and outstanding developments and characteristics of this law are less address to financial and legal status of both spouses in the time of marriage, specially lack of duty for husband to provide financial earning to wife. It seems that legislator intends to assign spouses to regulate legal and financial affairs during marriage so that to determine living costs based on their mutual agreements. With respect to wide epidemics of divorce throughout the society, the current law (in first part) have envisioned some preparatory and contributory measures in respect to prevention from divorce occurrence by establishment of Family Counseling Centers and reduction of divorce spiritual and economic effects and traumas [16].

### **Alimony in UK Law**

#### **There are some terms in UK Law regarding alimony so that they are as follows:**

**Continuous Alimony:** It is the predicted amount according which husband could undertake maintenance and providing living needs for his wife lifetime and even after his death through including this clause upon pronouncement marriage contract or via a separated agreement. Under these circumstances, if husband is died before the wife, husband's heirs are required to pay the apportioned amount to her from the late husband's bequeath.

**Alimony Deposit:** This measure is envisioned to guarantee the good performance for fulfillment of obligation on behalf of husband for payment of alimony and maintenance of wife. Occasionally, husband may transfer some property to third party in order that the given person secures it as a trustee so after divorce or separation, wife could use the benefits of the given to the apportioned amount as a beneficiary.

**Alimony of Litigation Proceeding:** If wife and husband are living separately while divorce has not yet occurred; under this occasion, until determination of status for spouses, based on court's order some amount will be determined that should be paid to wife and children.

**General Alimony:** Based on this concept, alimony is an amount within certain time interval. This is considered as final settlement and separation of properties of both spouses. For this reason, in most of legal awards, this case is not included in alimony as its so-called meaning since properties of both spouses become severed by conducting accurate auditing upon divorce time. Under such circumstances, husband may usually pay some amount to wife so that wife has no longer any claim regarding capital and asset toward her husband (See [14].

In Law Act 1996, by concluding matrimonial contract, either of parties will be obliged to provide financially for the opposite party. Thus, in the case of husband's insolvency and wife's financial affluence, she shall be required to provide husband's expenses. In the case of insolvency of both parties, of course, government or Social Security Organization will be tasked for this duty. Alimony provision lawsuit in this law is only examined only in two cases: Wife's decision to quit joint life; decision made by both wife and husband for stop marriage and divorce. In these cases, the court will investigated into financial status of wife and husband in terms of occupational status, amount of income, and rate of asset and it will issue divorce order (if either or both parties requested) only when financial status of both parties and children is clarified and determined based on mutual agreement or caused by court' decision [18].

### **Way of Dividing Spouses' Properties**

If wife and husband are both employed they have independent banking account so tax withholdings are deducted separately from their properties. Such properties belong to their owner and the opposite party has no right toward them. Many spouses in several families open banking joint account and deposit and withdraw some funds jointly of them. The existing properties in such banking accounts are considered as joint even though the amount of reimbursements are not identical by either of spouses unless both parties agreed otherwise and declared it officially. In the case of death of either of parties in these accounts, banking balance will be automatically transferred to the other party. But none of both parties has any right to donate or transfer by will to third party without prior permission by other party. Private housing is jointly between parties in terms of profit and loss if it is jointly owned so upon divorce it will be equally divided. But upon death of either of parties, the joint housing belongs to other party and if the given property was bought by taking loan from the bank (normally it is so) the other party will be responsible to reimburse the remained banking installments and he/ she will owned this property based on paid installments. Regarding the housing that was bought under title of one party or when one party, who was employed, also has paid its installments, court will determine the status and if both parties mutually agree on it they act accordingly and in the case of disagreement, with respect to duration of marriage, employment status, living and other conditions, court will decide about this matter. For instance, a woman who is responsible for guardianship of children under ages 16-19 while she is householder, although she may not share in economic affair for buying the house, she will be entitled to receive equal portion with husband in housing benefits and only the existing instrument will not deprive wife from her financial rights upon divorce or his death. House furniture are considered joint properties if both parties have shared in their purchase (though with unequal portion); unless, the exclusive appliances belong to either of parties.

## Inheritance and types of Inheritance in UK

British Inheritance Law is a sub-branch from Properties Law Act and it includes principles and regulations that determine the state of individuals' properties such as moveable and immovable assets after death. The way of dividing inheritance among heirs may be done in two forms; namely, by drawing up will by inheritance donor during his/ her life time so that under such circumstance it will be acted according to legal will and the amount of bequeath is divided among heirs based on the late person. Testator has right to determine the way of division his/ her properties by will and disinherits a person or persons from legal heirs; except for jointly owned properties in which such a will (disinheritance) shall not be effective regarding joint portion. And alternately, in the case of lack of will or legal invalidation of will, the properties will be divided according to law among his/ her legal heirs as follows. All of properties left from the late person were transferred to his/ her elder son before approval Inheritance law Act in 1925. But if the deceased person has no son, his/ her assets will be divided equally between his/ her daughters and if he/ she had not any daughter as well the given estates will be conveyed to the parents and if they are not, they will belong to sisters and brothers.

The widowed women were not benefitted from their husband's immovable assets so only one third of his moveable properties (or a half of them if the late person had child) belonged to their husbands while all properties of the late wife were transferred to widowers after their death. Based on Inheritance Law approved in 1925, both husband and wife inherited entirely moveable and immovable properties from each other; particularly ownership of the settled housing during marriage is conveyed to wife of the late husband. Similarly, the amount of inheritance portion for wife from husband's moveable estates is determined according to the approved rate in this law [16].

The above- said law was amended in 1938 and 1952 and at present inheritance is determined based on the latest act that was approved in 1995. So due to lengthening of discussion, of course, we avoid from implication of its accurate scale. Moreover, wife is the owner of all home appliances during marriage and she has lifetime right toward half of husband's immovable estates. The rest of immovable properties of the late person, they are equally divided between his female and male children and in case of lack of children among his parents and sisters and brothers. In the case of joint ownership among wife and husband, during marriage ownership of housing is conveyed to wife upon their life time and if husband was solely owner of housing during life time, half portion of housing ownership is transferred to his wife as inheritance after his death and wife may take measure toward its ownership by considering her share of moveable estates or by payment in cash [17].

## DISCUSSION AND CONCLUSION

**Comparative Study:** In Iranian Law, if she decides to be unemployed, financial provision for wife is an important point to which legislator paid attention. Shiite jurisprudence followed by Iranian Civil Code have guaranteed possession and independence of woman toward her financial needs since start of joint life through stipulation of certain legal obligation for man (marriage portion in temporary and permanent marriage and alimony in permanent marriage) since the moment of marriage occurrence and by clarification of woman's ownership conditions to marriage portion and alimony and they have blocked any dominance of men over women for financial requirements. This matter is so important to the extent that law annulled non- marriage portion term and at the same time receiving marriage portion will not create any religious and legal obligation for woman toward man rather than fulfillment of her matrimonial obligations. With granting such a right to women, Islam prevents from her financial dependence to men. Of other documentations regarding support from woman's financial rights in Islam is wife's right for surplus alimony that is established under her ownership. While husband's properties is the origin for such ownership but wife act independently in their possession and the other hand wife's obedience for her husband is one of the marital effects so receiving alimony or marriage portion will not create double responsibility for women. Likewise, in addition to her task, wife's obedience to her husband is also her right since satisfying sexual desires of wife and husband is one of the important goals in marriage. Moreover, some of the other admissible reasons to support from women's financial provision are the legality of request for the former alimony and possibility for withdrawal of alimony from husband's properties and right of asking for divorce by the court in the case of refusal (with financial solvency) or husband's failure from alimony payment. With respect to religious and legal overall approach toward wife's economic rights, it is found that by requiring husband to provide for wife financially and barring him from possession into wife's properties, jurisprudential teachings support from independent personality of women and additionally husband's religious task for financial provision of wife will lead to providing wife's spiritual peace in fulfillment of her religious responsibilities. In the course of ever- increasing daily developments toward development of rights and freedom, UK law put the equal right at disposal of women and men; thus, they would not have any superiority or priority over each other after marriage and they are equal toward duties and powers in this respect. None of them has any financial responsibility to each other and if she is not employed, wife has not any right to request for alimony from her husband. Starting joint living is not legally based on work division and it does not create any task against the other party. For this reason, in the case of occurring dispute over the limit of economic partnerships among spouses, law may not resolve the problem for both parties. Legal measures in UK law will be effective only when both parties have tried all possible solutions and then they decide to separate by divorce; since in normal case law does not support wife financially, since in some

cases when husband loses his financial solvency due to unemployment or other causes, it requires wife to provide her husband and children financially, if she is affluent. Creation of such a status by legislator may not generate any problem if both wife and husband are employed and with income at the same level, but when only husband is employed, it may cause woman's financial dependence on her husband and exacerbate the possible misconduct by him since husband is not legally responsible for providing wife financially. Under some circumstances when only wife is employed and she is tasked to provide expenditures for home, husband, and children, due to lack of law protection for wife on these occasions the ground is prepared for economic abuse by husband against wife who shall be undertaken for training of children based on Law of Nature and to be protected economically by legislator. In contrast to European (UK) which are based on equality of women and men and deemed them identical in the economic arenas regardless of their spiritual and physical differences, study on women's legal status in Iran is based on Islamic approach and this not only leads to their economic support but also lack of paying attention to women's innate characteristics will provide tools for their social and economic unrest and insecurity under many circumstances. In Iranian Law, woman will maintain her financial independence by marriage while in UK Law by the first quarter of the current century; all women's properties have been entirely put at their husband's disposal so that these estates were transferred to him after her death as well, but after the given date, some dramatic developments occurred in all related aspects in western countries including Britain so that women could gradually acquire their financial independence. Unfortunately, there are not specific rules regarding those incomes that women may acquire by employment and she may spend them for living costs in Iranian law. Thus, those problems and disputes, which may occur in this field, will be resolved according to general rules in Civil Code but wife's right may not be fulfilled duly in practice. As a result, legislator has reacted and enacted special regulations under title of payment of Quantum Meruit for women's house works (N.B. 6 of single article, approved by Expediency Council). Although there are some possible defects which may exist in these rules but they deserve to be acknowledged as the first effort and addressing this issue by legislator, particularly Clause "B" of the aforesaid provision, which serves as a great development in this field and it approaches to UK Law regulation in this sense.

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