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Egalitarian Kiddushin and Ketubbah

Approved on February 19, 2020 by a vote of 14-4-2. Voting in favor: Rabbis Aaron Alexander, Pamela Barmash, Elliot Dorff, Susan Grossman, Judith Hauptman, Jeremy Kalmanofsky, Steven Kane, Jan Kaufman, Amy Levin, Daniel Nevins, Micah Peltz, Robert Scheinberg, Deborah Silver, and Iscah Waldman. Voting against: Rabbis Baruch Frydman-Kohl, Joshua Heller, David Hoffman, and Avram Reisner. Abstaining: Rabbis Gail Labovitz and Ariel Stofenmacher.

שאלה (She'eilah -- Question)

May *kiddushin*, the traditional form of Jewish marriage, and the Jewish marriage ceremony, be made into an egalitarian form for a male-female Jewish couple? Is there an egalitarian form for the *ketubbah*?

תשובה (Teshuvah -- Answer)

1. Introduction: The Spiritual Resonance of Jewish Marriage

The form of Jewish marriage, effectuated by means of *kiddushin* and manifested in a *ketubbah*, has traditionally not been egalitarian. The groom takes on the active role, and the bride assumes a mostly passive role. Those seeking egalitarian marriage have followed two paths. One path is to determine that *kiddushin* cannot be molded in an egalitarian manner because of how it has operated historically, and a number of proposals for Jewish marriage by other means have been presented to the Jewish community.¹ The other way is to maintain our tradition by

The Committee on Jewish Law and Standards of the Rabbinical Assembly provides guidance in matters of halakhah for the Conservative movement. The individual rabbi, however, is the authority for the interpretation and application of all matters of halakhah.

¹See Rabbi Rachel Adler, *Engendering Judaism: An Inclusive Theology and Ethics* (Philadelphia: Jewish Publication Society, 1998), 169-217; Rabbi David Greenstein, "Equality and Sanctity: Rethinking Jewish Marriage in Theory and in Ceremony," *Gvanim* 5 (2009), 1-35; Melanie Landau, *Tradition and Equality in Jewish Marriage: Beyond the Sanctification of Subordination* (London: Continuum, 2012); Rabbi Gail Labovitz, "With Righteousness and With Justice: To Create Equitable Jewish Divorce, Create Equitable Jewish Marriage," *Nashim* 31 (2017), 91-122; Labovitz, "With Righteousness and With Justice, With Goodness and With Mercy: Considering Options for (More) Egalitarian Marriage Within Halakhah." (presented to the CJLS in 2017 and 2018). See also Rabbi Menachem Pitkowsky and Rabbi Monique Susskind Goldberg, "זעקת דלות: פתרונות הלכתיים לבעיית העגונות בזמננו" in "דרך קידושין' במקום קידושין" (ed. Rabbi Monique Susskind Goldberg and Rabbi Diana Villa; Jerusalem: The Schechter Institute of Jewish Studies, 2006), 235-255; and Yehezkel Margalit, *The Jewish Family: Between Family Law and Contract*

reinterpretation and to reshape *kiddushin* and the *ketubbah* in egalitarian form despite its history, and that is what this teshuvah will propose.²

Reshaping *kiddushin* and *ketubbah* in egalitarian form is essential and of vital significance because the elements of Jewish marriage comprising *kiddushin* and *ketubbah*, such as *ketubbah*, *huppah*, and *sheva berakhot*, resonate deeply for Jewish couples. Even proposals for substitute and alternate forms of Jewish marriage often incorporate these elements as much as possible rather than resorting to purely secular forms or creating entirely new rituals and, in fact, are reinterpreting *kiddushin* rather than creating new forms of Jewish marriage.

The approach I am taking was already championed by Rabbi Ben-Zion Bergman in his teshuvah “Towards An Egalitarian Ketubah,” and approved overwhelmingly by the CJLS on September 19, 2003 (with a vote of thirteen in favor, three against, and three abstaining) but without a *ketubbah* text.³ Rabbi Bergman wrote:

The traditional ketubah...reflected a time when women were especially vulnerable, since a marriage could be dissolved at the initiative of the husband, with or without her consent, and...their economic opportunities were limited...The traditional ketubah therefore does not reflect, nor address the needs of present reality...The traditional language of the ketubah is, in some of its phraseology, offensive in the way it portrays the wife’s role. Indeed, embarrassment at the language and terms of the traditional ketubah are such, that the ketubot now in the market, when accompanied by a parallel document in English, the English document is never a literal translation, but a paraphrase that often only remotely resembles the original.

Rabbi Bergman acknowledges the problems with the traditional *ketubbah* and the approaches that sidestep them without tackling them directly. Traditional *kiddushin* is equally problematic, and the goal of this teshuvah is to offer an egalitarian format for both *kiddushin* and the *ketubbah*. The Conservative/Masorti movement has been modifying both for more than 50 years, and now the time has come for us to offer a ceremony for fully egalitarian *kiddushin* and a text of an egalitarian *ketubbah*.

Egalitarian *kiddushin* and *ketubbah* are inspired by the Conservative/Masorti spirituality, as I wrote in my teshuvah on women and mitzvot, approved by the CJLS in 2014:

Law (Cambridge: Cambridge University Press, 2017).

²It should be emphasized that these two approaches are distinct from techniques in which a vernacular translation elides (and possibly misrepresents) what the Hebrew and Aramaic texts of the liturgy and *ketubbah* say or a ceremony incorporating well-intentioned non-legal language shifts attention away from a non-egalitarian concept of *kiddushin* and a non-egalitarian text of a *ketubbah*.

³https://www.rabbinicalassembly.org/sites/default/files/dd_edits_bergman_egal_ketubah.pdf

In the past century, accelerated in recent decades, women have sought to suffuse their lives with greater Torah and more mitzvot. By integrating more mitzvot to their lives, women have enriched themselves by the daily routines of Torah and of seeking God both in public and private. At the same time, cultural attitudes have shifted dramatically in society in general, and doors into business and the professions formerly closed to women are now open. Women participate in public life in ways unimaginable a century or two ago, or even a few decades ago. This (transformation occurring in the past decades) is not just a change in external behavior but an intellectual and psychological transformation in how women perceive themselves and are perceived by others. Women are now seen as equal to men, in social status, in political and legal rights, and in intellectual ability by both men and women...

(For Jewish women and men), the pathway of observance that Judaism has traditionally assigned to women is no longer sufficient. (Women) want to observe more mitzvot and participate equally in the public life of Jewish liturgy and community. They want to study Torah in the same depth and breadth that Jewish men have enjoyed. Jewish women are seeking to grow in their religious lives, in seeking God, in integrating the daily routines of Torah into everyday living, and in availing themselves of a public role in Jewish communal life.

This development has happened in most, if not all, Jewish communities, and the Conservative movement has been at the forefront of this development. Conservative Jews...have championed equality in Jewish life....

We are aware that our tradition has developed historically, and at times there have been dramatic transformations. We find ourselves in a period of the reinvention of tradition, and we are seeking to preserve tradition by modifying it. We must apply existing categories to suit new social arrangements and implement principles that have guided Jewish behavior to new circumstances. Establishing the equality of women...expresses our love for Jewish tradition, and it exemplifies how our knowledge of the historical development of our tradition inspires us. We are on a spiritual quest with a modern heart and mind.⁴

Reimagining kiddushin and ketubah in an egalitarian mode flows naturally from the spiritual values and ethical ideals we espouse as Conservative/Masorti Jews, and it manifests how our knowledge of the historical development of our tradition inspires us. Our profound love for our tradition means that we must reinterpret existing traditions to suit new social arrangements, and in so doing we invoke spiritual and ethical principles that have guided Jewish behavior to new circumstances. This is at once both deeply loyal to tradition and profoundly innovative. We are deeply devoted to tradition, and we are aware how our tradition has been shaped by our spiritual values and ethical ideals.

We are seeking a transformation of traditional *kiddushin* and *ketubah* because we aspire toward the sacred. Rather than rejecting rabbinic forms or worse, employing them pro forma

⁴<http://www.rabbinicalassembly.org/sites/default/files/public/halakhah/teshuvot/2011-2020/womenandhiyyuvfinal.pdf>

without paying attention to their contents, we are taking the prosaic, a marriage that could be effectuated only by civil means without recourse to our sacred tradition, and are suffusing it with religious meaning. In so doing, we are shaping a vision of what Jewish community and Jewish life should be, living in holiness and searching for God.

In order to facilitate rabbis who will be officiating at, and couples who will be celebrating, egalitarian wedding ceremonies, I have appended an egalitarian *ketubah* and an egalitarian wedding ceremony in appendices one and two.⁵

2. Marriage in Biblical Times

In bringing marriage in the biblical period into the discussion, my intention is to address marriage in the historical context of the Hebrew Bible. This is distinct from the rabbinic concept of דאורייתא law, law attributed to biblical sources according to rabbinic tradition.

Israelite society privileged males, and women as a general class were subordinated.⁶ But other factors contributed to an individual's dependent rank, such as age, class, economic means, and ethnicity. Women entering marriage were generally younger than men entering marriage. Furthermore, generational standing signified that parents had authority over children: both fathers and mothers had jurisdiction over sons and daughters.⁷ It is no surprise, therefore, that men are depicted as taking the initiative in creating a marital bond and that parents and parents' emissaries are portrayed as arranging a marriage.

However, the institution of marriage is more nuanced in the Bible: it is understood in two seemingly contradictory ways. On the one hand, the groom appears to have operated as the active

⁵I had the privilege of submitting materials for the wedding ceremony and ketubah for *Moreh Derekh: The Rabbinical Assembly Rabbi's Manual* (New York: The Rabbinical Assembly, 1998) more than twenty years ago. The interpretive and poetic readings I suggested as well as the traditional ceremony were incorporated in *Moreh Derekh* but not the egalitarian materials. It is an honor once again to present an egalitarian *ketubah* and wedding ceremony to the Conservative/Masorti community.

⁶It must be noted that ancient Israelite society was not a hierarchical society in which males dominated pervasively in every social, economic and political institution. Ancient Israelite society was composed of individuals and social units that related to each other in a variety of vertical and horizontal relationships. Within households, women exercised significant power and authority. Female professionals, such as healers, textile-makers, wet-nurses, and mourners, operated in their vocation with varying degrees of independence. See Rabbi Pamela Barmash, "The Daughter Sold Into Slavery and Marriage," in *Sexuality and Gender in the Torah* (London: Bloomsbury, forthcoming), 49-77; Carol Meyers, *Rediscovering Eve: Ancient Israelite Women in Context* (Oxford: Oxford University Press, 2012), 193-202; Carol Meyers, "Women: Biblical Period," *Encyclopaedia Judaica* (second edition), 191.

⁷Tikva Frymer-Kensky, "Virginity in the Bible," in *Gender and Law in the Hebrew Bible and the Ancient Near East* (ed. Victor H. Matthews; Bernard M. Levinson; Tikva Frymer-Kensky; Sheffield: Sheffield Academic Press, 1999), 96.

party in constituting a marriage: verbs, such as לקח אשה or נשא אשה, presuppose that the man initiated the marriage process and that marriage was the acquisition of the bride by the groom.⁸ But these words should not be misunderstood: the husband gained the right to marriage, not ownership of his wife. She was not his property. Furthermore, the term ברית, “a covenant”, is used in Mal 2:14; Ezek 16:8; and Prov 2:17: it is a term implying free consent to the agreement and a certain amount of mutuality (although far from complete equality).⁹

This nuancing stems from the origins of marriage agreements, and here we must look beyond the Bible. The details about marriage in the Hebrew Bible are sparse, and we lack the specifics regarding marriage in biblical times. We do not know what were the legal formalities through which marriage was actualized, nor do we know what was included in marriage agreements in ancient Israel.¹⁰ This is for two reasons: 1) the Hebrew Bible does not supply with the necessary details, and 2) the ancient Israelites wrote important documents on papyrus and leather, perishable materials that only rarely stand the test of time. However, we do have evidence for marriage contracts from the dominant culture in biblical times, Mesopotamia, a culture whose influence may be felt in practically every chapter of the Hebrew Bible and perhaps even more deeply in rabbinic law.¹¹

The provisions in Mesopotamian marriage contracts (which we can term *ketubbot*) show the effects of the inferior social and economic position of women.¹² These marriage contracts

⁸Babylonian Talmud Kiddushin 9a rejects the argument that biblical verses employing these terms serve as the source for the practice that the groom took the initiative in forming the marriage bond. See my discussion later in this teshuvah.

⁹Paul Kalluveettil, *Declaration and Covenant: A Comprehensive Review of Covenant Formulary from the Old Testament and the Ancient Near East* (Analecta Biblica 88; Rome: Biblical Institute Press, 1982), 79.

¹⁰See Barmash, “The Daughter Sold Into Slavery and Marriage,” 61-63; T.M. Lemos, *Marriage Gifts and Social Change in Ancient Palestine* (Cambridge: Cambridge University Press, 2010).

¹¹Let two examples in the realm of marriage demonstrate this: the legal institutions of נכסי צאן ברזל, property that a wife brings into marriage which the husband may use but is responsible for making good any loss, and נכסי מלוג, property that a wife brings into marriage which the husband may use but is not required to make good any loss, of rabbinic law are transplants in concept and terminology from Mesopotamian law. See A. Leo Oppenheim, “A Note on *šôn barzel*,” *Israel Exploration Journal* 5 (1955), 89-92; and Rabbi Baruch A. Levine, “MULŪGU/MELŪG: The Origins of a Talmudic Legal Institution,” *Journal of the American Oriental Society* 88 (1968), 271-285. See also Samuel Greengus, “Filling Gaps: Laws Found in Babylonia and in the Mishna but Absent in the Hebrew Bible,” *Maarav* 7 (1991), 149-171. Markham J. Geller argues for the influence of Ptolemaic Egyptian law after the first century B.C.E. in “New Sources for the Origins of the Rabbinic Ketubah,” *Hebrew Union College Annual* 49 (1978), 227-245.

¹²See Samuel Greengus, “The Old Babylonian Marriage Contract,” *Journal of the American Oriental Society* 89 (1969), 505-532; Raymond Westbrook, *Old Babylonian Marriage Law* (Archiv für Orientforschung; Horn, Austria: Berger & Söhne), 112-138.

follow the usual form of a bilateral contract with modifications to fit the nature of marriage. In the Old Babylonian period, Mesopotamian marriage contracts assume that the wife could initiate divorce and therefore put limits on her right to do so. A number of them restrict her right to do so in the same way that the husband's right was restricted: if either initiated divorce, they were subject to the same fine. However, the majority of extant marriage contracts from this period and geographic territory restrict the wife's right so severely that her right to do so was voided: the husband was subject to a financial penalty if he initiated the divorce, but the wife was punished severely, such as by being tied up and thrown in the river or being sold into slavery. It is likely that women and their families of origin who agreed to the severe restriction were in an inferior financial and social position vis-a-vis the husband. A striking example of this is found in Mesopotamian material chronologically overlapping the biblical period. An unusual contract from Neo-Assyria allows the woman to divorce without penalty, but the man would have to pay twice the amount of the dowry: this concerned the marriage of the daughter of a high-ranking woman of the royal court to the chief court tailor.¹³ Here, the effects of social status on the terms of the marriage contract are expressed in high relief. Marriage contracts were based on the form of a mutual contract that was modified in the case of marriage because of social status, and with rare exception, the person of lower status was the woman. It was as mutual as it could be under the circumstances.

One more aspect of biblical marriage is crucial to note: As far as we can tell, marriage in biblical times had social and legal aspects but not religious aspects. Celebrations were held, and it can be speculated these celebrations might have had religious elements: it seems likely that prayers were said on behalf of the couple to have children, but the extant evidence for this is slight.¹⁴

¹³See Nicholas Postgate, *Fifty Neo-Assyrian Legal Documents* (Warminster, England: Aris & Phillips, 1976), number 14; Karen Radner, *Die neuassyrischen Privaturkunden* (State Archives of Assyria 6; Helsinki: University of Helsinki, 1997), 159-161, 164-166; Saana Svärd, *Women and Power in Neo-Assyrian Palaces* (State Archives of Assyria Studies 23; Helsinki: The Neo-Assyrian Text Corpus Project, 2015), 104-105, 164-165, 234 nos. 16-17; Martin Stol, *Women in the Ancient Near East* (Berlin: de Gruyter, 2016), 202-203. Neo-Assyrian marriage contracts show a general decrease in a woman's right to initiate a divorce. Yet the wife's right to divorce reappeared from time to time, as in this example. Extant Neo-Babylonian contracts do not exhibit parity of any kind, and only the husbands enjoyed the right to divorce. See Stol, *Women in the Ancient Near East*, 209-233; Martha T. Roth, *Babylonian Marriage Agreements: 7th-3rd Centuries B.C.* (Alter Orient und Altes Testament 222; Kevelaer: Butzon & Bercker; Neukirchen-Vluyn: Neukirchener Verlag, 1989), 14, 108-113, numbers 34-35; Cornelia Wunsch, *Urkunden zum Ehe-, Vermögens- und Erbrecht aus verschiedenen neubabylonischen Archiven* (Babylonische Archive 2; Dresden: ISLET, 2003), 36 n.3.

¹⁴Meyers, *Rediscovering Eve: Ancient Israelite Women in Context*, 159. Rabbi Mordecai A. Friedman reconstructs part of a wedding ceremony in which there were separate declarations by the wife and the groom in his articles "וענתה שמה כימי נעוריה (הושע ב:ט): אישי אתה", *Bar-Ilan* 16-17 (1979), 32-36 and "Israel's Response in Hosea 2:17b: 'You are My Husband'", *Journal of Biblical Literature* 99 (1980), 199-204.

3. Rabbinic Marriage: The Rabbinic Ketubbah

The rabbis assumed the existence of *ketubbot*, Jewish marriage contracts.¹⁵ Rabbinic *ketubbot* stipulated that if the husband died or the couple divorced, the husband or his estate was to pay an agreed-upon amount of money to the wife. This uneven arrangement was due to their uneven standing: the wife needed protection, but the husband did not. Marriage was a social and legal contract transacted between a man and a woman, in which the two were not equal partners. Rather, the man possessed the dominant rank and the woman the subordinate rank.

The nature of the stipulated amount is depicted in rabbinic literature as having undergone a significant change at the behest of the proto-rabbinic leader Simeon ben Shetaḥ, during the Hasmonean period (Tosefta Ketubbot 12:1; Palestinian Talmud Ketubbot 8:11, 32b–c; Babylonian Talmud Ketubbot 82b). Originally, the amount was set aside at the time of marriage so that it was ready for the wife in case of divorce or her husband's death, but then the terms of the agreement were modified: the amount was charged to the husband's entire estate as a lien. If his assets proved insufficient, the wife was deemed the first creditor to his estate, and she could lay claim to assets he sold to others after they married. Mishnah Ketubbot 8:8 rules:

לא יאמר לה: הרי כתובתיך מונחת על השולחן, אלא כל נכסיו אחראין לכתובתה.

A man may not say to his wife (at betrothal): Your *ketubbah* (amount) is now on the table. Rather, all his assets are accountable for the payment of your *ketubbah*.

The historical change is presented more extensively in Babylonian Talmud Ketubbot 82a:

¹⁵*Ketubbot* among Jews predated the rabbis. For examples of pre-rabbinic Jewish marriage contracts, see texts B28, B36, and B41 in Rabbi Bezael Porten, *The Elephantine Papyri in English: Three Millennia of Cross-Cultural Continuity and Change*, second revised edition (Atlanta: Society of Biblical Literature, 2011), and the discussion in Rabbi Mordechai Akiva Freedman, *Jewish Marriage in Palestine: A Cairo Geniza Study*, 312-319. For non-rabbinic Jewish marriage contracts contemporaneous with the tannaitic period, see XHev/Se papMarriage Contract ar (TAD 11); XHev/Se papMarriage Contract gr (TAD 65); XHev/Se papCancelled Marriage Contract gr (TAD 69), and for a divorce document, see XHev/Se papWaiver of Claims? ar (TAD 13). [TAD = Hannah M. Cotton and Ada Yardeni, *Aramaic, Hebrew and Greek Documentary Texts from Nahal Hever and Other Sites* (Discoveries in the Judaean Desert XXVII; Oxford: Clarendon, 1997).] For a survey of this and other evidence, see John J. Collins, "Law in the Late Second Temple Period in the Dead Sea Scrolls, and in Intertestamental and Diaspora Sources" in *The Oxford Handbook of Biblical Law* (ed. Rabbi Pamela Barmash; Oxford: Oxford University Press, 2019), 7-18.

Tal Ilan argues that the archives from Elephantine and from the Judean Desert, documents more than 500 years apart, show that women were expected to carry their paperwork to prove their personal status and their right to own property because their rights were subject to challenge, and Ilan observes that this is prompted by *long durée* gender discrimination ("Women's Archives from Elephantine and the Judean Desert: Law Codes and Archaeological Finds," in *Structures of Power: Law and Gender Across the Ancient Near East and Beyond* [ed. Ilan Peled; Oriental Institute Seminars 12; Chicago: Oriental Institute, 2017], 171-178).

אמר רב יהודה בראשונה היו כותבין לכתולה מאתים ולאמנה מנה והיו מזקינין ולא היו נושאין נשים עד שבא שמעון בן שטח ותיקן כל נכסיו אחראין לכתובתה: תניא נמי הכי בראשונה היו כותבין לכתולה מאתים ולאמנה מנה והיו מזקינין ולא היו נושאין נשים התקינו שיהיו מניחין אותה בבית אביה ועדיין כשהוא כועס עליה אומר לה לכי אצל כתובתיך התקינו שיהיו מניחין אותה בבית חמיה עשירות עושות אותה קלתות של כסף ושל זהב עניות היו עושות אותה עביט של מימי רגלים ועדיין כשכועס עליה אומר לה טלי כתובתיך וצאי עד שבא שמעון בן שטח ותיקן שיהא כותב לה כל נכסי אחראין לכתובתה:

Rav Judah stated:

At first they used to give a written understanding for two hundred zuz for a virgin and for one hundred zuz for a widow. Consequently the [men] grew old and did not marry. Then Simon ben Shetaḥ took the initiative and ordained that all the property of a husband is pledged for the *ketubbah* of his wife.

So it was also taught in a beraita:

At first they used to give a written understanding for two hundred zuz for a virgin and for one hundred zuz for a widow. Consequently the [men] grew old and did not marry.

It was then decreed that the amount of the *ketubbah* was to be deposited in the wife's father's house. However, at any time when the husband became angry with her, he used to tell her "Go [home to your father's house] to your *ketubbah*".

It was then decreed that the amount of the *ketubbah* was to be deposited in the house of her father-in-law. Wealthy women converted it into baskets of silver or gold, while poor women converted it into brass tubs. However, at any time when the husband became angry with her, he used to tell her "Take your *ketubbah* and go!"

It was then that Simeon ben Shetaḥ decreed that the husband must insert the stipulation "All my property is mortgaged to your *ketubbah*".

(b. Ketubbot 82b)

The overall point of this passage is clear: the ultimate solution to the problem, devised by Shimon ben Shetaḥ, was that the amount due was no longer to be set aside as a discrete amount but was to be mortgaged against all the husband's property. However, aspects of the passage are puzzling.¹⁶ The initial reason for a change is that men would not marry because they were not

¹⁶Comparison of the passage in the Babylonian Talmud with the parallel passages in the Tosefta (t. Ketubbot 12:1) and the Talmud of the Land of Israel (y. Ketubbot 8:11, 32b) raises other interpretive problems. The Tosefta tradition knows only two stages, one in which the amount stipulated in the *ketubbah* was left in the bride's father's house, and the second in which Shimon ben Shetaḥ stipulated that all the husband's property is to serve as lien for his wife's *ketubbah*. The Talmud of the Land of Israel holds that the stage in which the *ketubbah* amount was held in chattels (without any economic distinction in the status of the wife) occurred when it was held in the husband's house, not her father-in-law's house and that Shimon ben Shetaḥ stipulated that the wife's *ketubbah* was to be invested in business transactions by the husband, thus making it difficult for him to divorce her. The talmudic accounts also differ on whether there was more than one historical phase in which the *ketubbah* amount remained with the bride's parents. Furthermore, in the Babylonian Talmud, Rav Judah's statement makes

able to set aside a large amount of one hundred or two hundred zuz. But how the proposed solution, setting the money aside in the wife's father's or father-in-law's house, was to make any difference is unclear. Whether the money was located in the husband's own house or anywhere else, men would still not have had difficulty coming up with the requisite amount of money. Beyond that interpretive puzzle, the solution caused a new problem. It became too easy to divorce: if the money was set aside in the wife's father's house, it was too easy to dispatch her to her natal family home, and if the money was in the husband's father's house, the fact that the money was set aside also had the consequence of making it too easy to send the wife away with the necessary amount of money and divorce her.

In response to this social problem, according to the passage in Ketubbot 82b, Simon ben Shetaḥ devised a solution that provided a means for marriage and a pause for deliberation before divorce. The husband no longer had to set aside the sum of money. All his assets were now to serve as potential payment for the marriage settlement: he could still make use of his assets and need not liquidate them in order to marry. If he wanted to divorce, he had to take the time to raise the money needed from his assets, and the delay would force him to take the time to calm down and think through whether he really wanted to divorce.

The marriage settlement at the time of dissolution of the marriage served to protect the wife because she gained assets when she needed them most, when she became a widow or a divorcee. She needed protection because she was vulnerable according to the socio-economic circumstances and legal order of her time. Rabbi Judith Hauptman writes:

What does the ketubbah tell us about social structures? We learn from it that a married woman is dependent upon her husband and needs to have her rights protected. No ketubbah is written for him, not because he has fewer rights, but because he had, in the past, *all* the rights and resources. He alone makes promises to her, whereas she makes none to him. So even though the ketubbah guaranteed many rights that women would not have had otherwise, still, the married woman's need to have a ketubbah drawn up for her indicated, very clearly, that she was under her husband's thumb: He controlled all the finances and could dole them out to her as he saw fit.¹⁷

it appear that the purpose of Shimon ben Shetaḥ's edict was to encourage men to marry, but in the beraita's account his goal was to discourage divorce. The Tosefta's version is in consonance with Rav Judah's statement, but the Talmud of the Land of Israel agrees with the beraita. See Bernard S. Jackson, "Problems in the Development of the Ketubbah Payment: The Shimon ben Shetaḥ Tradition," in *Rabbinic Law in its Roman and Near Eastern Context* (ed. Catherine Hezser; Tübingen: Mohr Siebeck, 2003), 198-225. A solution to these conundrums was suggested by Rabbi Judith Hauptman, who argues that the beraita was intended to recount a series of steps meant to restrict hasty divorce but that the placement of Rav Judah's statement at the beginning switched the import of the series from meeting the needs of women to responding to the needs of men. ("An Alternative Solution to the Redundancy Associated with the Phrase Tanya Nami Hakhi," *Proceedings of the American Academy for Jewish Research* 51 [1984], 73-104)

¹⁷Rabbi Judith Hauptman, *Rereading the Rabbis: A Woman's Voice* (Boulder, Col.; Westview, 1998), 67.

The wife lived in a society in which her husband possessed rights and privileges over her, and she needed protection if they were divorced. She was also vulnerable if she were widowed, and the *ketubbah* provided for her in those circumstances.

The *ketubbah* as it has developed among Jews from the time of the Mishnah and Talmudim is a document that testified to a unequal relationship between two people. Because of the socio-economic and legal contexts in which the *ketubbah* developed, it was not a contract between equals but between a male who enjoyed superior status and a female who was subordinate. The society in which Jews lived placed men in a higher status than women. Complementing this characteristic, women were married at a much younger age than men¹⁸ and, therefore, their fathers (and other family members in the absence of a father) would arrange for their marriages. The man had the dominant role, and the wife needed protection in the case of divorce. She was also in need of special protection if she were widowed, and the *ketubbah* provided for her in those circumstances.

To sum up, the *ketubbah* is a special form of a general bilateral contract. Marriage contracts in the Near East existed long before rabbis and indeed long before the ancient Israelites. Because of the social and legal circumstances in which it developed, the position of the husband was favored over that of the bride. The *ketubbah* developed from a bilateral contract into a special contract for marriage in which the husband's privileged role in society meant that the husband took the initiative and the wife had to be protected in case of divorce or widowhood. However, those socio-economic circumstances have changed, and now it is to a contract between equals that we must go.

A *ketubbah* in the time of the Mishnah and Talmudim was not constitutive of marriage, but it is now an indispensable element of the process of Jewish marriage.¹⁹

A *ketubbah* must reflect the social and economic reality of a couple of today that shares assets and responsibilities. The *ketubbah* in this sense is a real contract. The bride must undertake to provide for the groom the same material and spiritual support that he has promised to her during the period of their marriage. The text of the egalitarian *ketubbah* I have placed in appendix one incorporates the following modifications:

1. The appellation for the bride is כלה, הכלה, “(the) bride”. No distinction is drawn about her personal status, whether as a virgin, single woman, widow, convert, divorcee, etc. The

¹⁸Tal Ilan, *Jewish Women in Greco-Roman Palestine: An Inquiry into Image and Status* (Texte und Studien zum Antiken Judentum 44; Tübingen: J.C.B. Mohr, 1995), 65-69.

¹⁹As the *ketubbah* developed, rabbis began to standardize its form in a way that emphasized the Jewish nature of the marriage. For example, the clause stipulating that a man must support his wife is extant in many non-Jewish marriage contracts, but the rabbis gave it biblical authority. See Rabbi Mordechai A. Friedman, *Jewish Marriage in Palestine: A Cairo Geniza Study* (Tel Aviv and New York: Tel-Aviv University and The Jewish Theological Seminary of America, 1980-1981), 1.169-170. It must be noted that Rabbi Friedman's study of the *ketubbot* from the Cairo Geniza demonstrates the flexibility in the text of the *ketubbah*.

1983 teshuvot of the CJLS debated the propriety of calling the first-time bride בתולה, “the virgin”, when she might not be, and a set of compelling arguments were made for flexibility in the appellation for the bride and in the amount of 200 zuzim for all brides.²⁰

2. The amounts that are given by the groom and the bride to each other are 200 zuzim each for a total of 400 zuzim. Other amounts and currencies are acceptable. It must be noted that

²⁰Rabbi Joel Roth and Daniel Gordis write:

“In the Palestinian Talmud, Ketubbot 25b, Rabbi Meir suggests that the classification of the bride ought not depend on her physical virginity. Rather, the question is whether her *hen*, or societal attractiveness, has been affected in any way. In support of his view, he notes that a previously unmarried *bogeret*, who is considered by definition a non-virgin, receives a *ketubbah* of 200 zuz, while a married woman who had never consummated her marriage would receive only 100, despite her physical status as a virgin. Given the support of Rabbi Meir's precedent, we feel that a defensible case can be made that in our sociological reality, a bride who is a *be'ulat aherim* should be considered a virgin within the context of her *ketubbah*. It seems likely to us that although Rabbi Meir clearly did not have the category of *be'ulat aherim* in mind when he made his statement, had he known of our sociological status quo, in which having sexual relations with other men prior to marriage, does not necessarily affect a woman's societal attractiveness, he might well have included this category in his statement. Therefore, we find a revision of the *ketubbah* to omit the appellation *betulta* acceptable. Clearly, however, several other aspects of the *ketubbah* require discussion. With regard to the amount of the *ketubbah*, no change should be made. In addition to the support offered by David Hoffman, the Helkat Mehokek, ad loc., refers to the principle of *matneh bedavar shebemamon, tena'o kayyam*. Given this principle, even if a *be'ulat aherim* should get only 100 zuz, a groom who gives her a *ketubbah* for 200 could be considered as making a *tenai* to that effect, a *tenai* which would be valid because it deals with monetary matters.”

They also note: “...the Beit Shmuel, ad loc., notes that although Rabbeinu Tam differs, the vast majority of posekim do not view the term *de'oraita* in the *ketubbah* as a statement regarding the whole *ketubbah*. They claim, rather, that *de'oraita* refers only to the currency with which the *ketubbah* is to be paid. That is, the amount of the *ketubbah* must be paid in *de'oraita* currency -- *keseif tzuri*, as opposed to *keseif medinah* (the latter being one half the value of the former). This statement is made explicitly by the Helkat Mehokek, ad loc., no. 26. That the classification as *de'oraita* or *derabbanan* refers only to the currency and not to the document in general does not yet obviate the issue here, for it is still unclear whether the posekim cited by the Beit Shmuel would insist on *keseif tzuri* for a never previously married non-virgin...accepting the view of most posekim that *de'oraita* refers to the currency, and applying the principle that *matneh bedavar shebemamon, tena'o kayyam*, the phrase *dehazei likhi mide'oraita* can be retained.” See Joel Roth and Daniel Gordis, "Sociological Reality and Textual Traditions: Their Tension in the *Ketubbah*" EH 66:6.1983b

<<https://www.rabbinicalassembly.org/sites/default/files/assets/public/halakhah/teshuvot/20012004/36.pdf>>

On the issues of the type of coinage, see also Rabbi Louis M. Epstein, *The Jewish Marriage Contract* (New York: Jewish Theological Seminary of America, 1927), 68-70. It should also be noted that using an amount of 200 zuzim is an Ashkenazic custom.

For other CJLS teshuvot on this issue, see Rabbi Robert Gordis, "A Proposal for the Text of the *Ketubbah*" EH 66:6.1983c

<<https://www.rabbinicalassembly.org/sites/default/files/assets/public/halakhah/teshuvot/20012004/35.pdf>>

and Morris M. Shapiro, "The Text of the *Ketubbah*" EH 66:6.1983a

<<https://www.rabbinicalassembly.org/sites/default/files/assets/public/halakhah/teshuvot/20012004/34.pdf>>

the two transactions between the bride and the groom do not cancel each other out.²¹ There are two proofs for this in the traditional form of the *ketubbah*: a) the bride's *nedunya* does not negate the amount set aside by the groom for her, and her *nedunya* and the groom's original amount are added together, not subtracted from each other; and b) both the bride and the groom formally acquire the relationship enshrined in the *ketubbah* through *kinyan* without cancelling the transaction. This also means that the exchange of rings does not cancel each other out: when the bride gives the groom a ring, the ring he has just given to her is not thereby cancelled out.²²

3. The additional amounts added to *ketubbah*, namely, the *nedunya*, traditionally given by the bride and consisting of money and household items, and the *tosefta*, traditionally given by the groom and consisting of a specified amount, are omitted because the bride now gives the same amount as the groom. The groom does not need to provide extra compensation for the *nedunya* property that the bride brings into the household.

4. The paragraph on the additional amounts traditionally closed with an accounting of the sum of the additional amount. I have used this language for the sum of the *ketubbah* amounts that both the groom and the bride have brought.

5. I have added the phrase *ישלטו בנכסיהם שווה בשווה*, "they will control their property equally," a phrase used in *tenaim*.²³

6. An articulation of Jewish values, echoing the language of the final blessing of the Sheva Berakhot, has been integrated into the *ketubbah*. The groom and the bride undertake to establish a home in which love and companionship, peace and friendship, will abide.²⁴

²¹The *ketubbah* is a record of the marriage and is not the legal act creating the relationship. Therefore, the order of the statements, whether the groom's precedes the bride's or vice versa, does not matter.

²²It is intriguing that Rabbi Moshe Feinstein does not name the legal action of *halifin* as his reason for prohibiting a double ring ceremony in his teshuvah discussed later in this teshuvah. If *halifin* were to mean that the exchange of rings might cancel each other out and therefore was a problem in double ring ceremonies, Feinstein would have said so. He doesn't. In other words, *halifin* is a "red herring". (Personal communication from Rabbi Jane Kanarek) In fact, *halifin* refers to an exchange through barter, when the parties exchange items without using money. (e.g. Babylonian Talmud Kiddushin 28a-b)

Even more striking is the case in which a groom stole money from the bride before *kiddushin* and purchased the ring which he then gave to her as part of *kiddushin*. Surely then we might expect that giving her a ring that was owned by her since he purchased it with her money would be ruled invalid, but that is not the case. The ceremony is deemed valid. (E.H. 28:2) See the discussion by Rabbi Avram Reisner, "Joint Ownership," 13-14.

<https://www.rabbinicalassembly.org/cdownload/file/cjls/cjls_joint_ownership_final_markup.pdf>

²³The earliest usage of this phrase that I have found is *Naḥalat Shivah* 9-11, a work written by Samuel ben David Moses Halevi Segal (Poland, Germany, 1625-1681). It is not found in Rabbi Yehudah ben Barzillai (*Albargelloni*), *Sefer HaShetarot*, section 72, pp. 128-129 (Spain, 11th-12th century). Special appreciation to Rabbi Jeremy Kalmanofsky for suggesting this addition.

²⁴The Aramaic phrase *וואשוון* is based on the wording of *ketubbot* from the Cairo Genizah. See Friedman, *Jewish Marriage in Palestine*, 2.25.

7. The Lieberman clause was originally instituted as a prescriptive measure, and whether or not it could have been enforced in a civil court, it has not developed in that way.²⁵ A recognition of that was reflected in the removal in the 1987 Rabbinical Assembly *ketubbah* of the reference to compensatory damages laid against the groom that was in the original Lieberman clause.²⁶ In the *ketubbah* in this teshuvah, the Lieberman clause is intended as a descriptive of what we do: a dispute regarding divorce in the Conservative/Masorti movement is adjudicated by the Joint Bet Din of the Conservative Movement.²⁷

8. The Lieberman clause originally referred to a Bet Din instituted and administered jointly by the Rabbinical Assembly and the Jewish Theological Seminary, and the Joint Bet Din of the Conservative Movement was originally intended to be a joint project of the Rabbinical Assembly, the Jewish Theological Seminary, and the United Synagogue of America when it was created in 1988. However, since then, the Joint Bet Din has been run only by the Rabbinical Assembly. The reference to the Bet Din in the Lieberman clause has been modified to reflect this.

9. The *ketubbah* text is formulated in both Aramaic and Hebrew versions.²⁸ The

²⁵The Lieberman clause, as it is commonly referred to in the Conservative/Masorti movement, was meant to solve the problem of a husband refusing to authorize a *get* (Jewish divorce). For the development of the Lieberman clause, see *Proceedings of the Committee on Jewish Law and Standards of the Conservative Movement 1927-1970, Volume Two: The Agunah Problem* (ed. Rabbi David Golinkin; New York: The Rabbinical Assembly, 1997). As for whether the clause would be affirmed in civil courts, see Rabbi David Ellenson and James S. Ellenson, "American Courts and the Enforceability of a Ketubah as a Private Contract: An Investigation of Recent U.S. Court Decisions," *Conservative Judaism* 35, 3 (1982), 35-42; Rabbi Yaacov Feit and Michael A. Helfand, "Confirming Piskei Din in Secular Court," *Journal of Halacha and Contemporary Society* 61 (2011), 5-27

²⁶A new *ketubah* text was issued in 1987 with two modifications: 1) the reference to compensatory damages was removed from the Lieberman clause; and 2) the addition of wording that the bride agreed "to become his wife, to participate together with him in establishing their home in love, harmony, peace, and companionship, according to the practice of Jewish women" (יהוה ליה לאנתו לאשתתופי עמיה בצותא לקימא) ית ביתיהו באהבה ובאחווה בשלום וברעות כמנהגא דנשי יהודאן). See <<https://www.rabbinicalassembly.org/sites/default/files/assets/public/halakhah/teshuvot/19861990/newketubbah.pdf>>

²⁷The Joint Bet Din of the Conservative Movement deals with cases of *get* refusal by employing the legal means of *hafka'at kiddushin* or the concept of *mekah ta'ut*. For the basis for using *hafka'at kiddushin*, see Rabbi David Aronson, "Kedat Moshe Veyisrael," in *Proceedings of the Committee on Jewish Law and Standards of the Conservative Movement*, 2.731-751. However, the Joint Bet Din's actions are not based on the Lieberman clause. (Since I joined the Joint Bet Din in 2008, none of the dayanim has ever inquired as to whether the *ketubbah* in a case before the Bet Din has included the Lieberman clause, and only one *mesadder gittin* has ever mentioned it.)

²⁸A Hebrew version for the Conservative/Masorti community was already in circulation in 1983-1985, and a version appeared in 1998 in *Moreh Derekh: The Rabbinical Assembly Rabbi's Manual*, with the translation from Aramaic to Hebrew written by Rabbi Elliot Dorff, C-20-30. I have modified it to fit an egalitarian conceptualization. That there is no objection with a halakhic document being in Hebrew is discussed by Rabbi Lionel E. Moses, "Mix and Match: The Use of Aramaic Phrases in Legal Documents Written in Hebrew," in *Responsa 1991-2000: The Committee on Jewish Law and Standards of the Conservative Movement* (ed. Rabbi Kassel Abelson and Rabbi David J. Fine; New York: The Rabbinical Assembly), 730-740, especially 732-733 for his discussion about Maimonides having no halakhic

unpointed Hebrew version is spelled according to the *ketiv malei* rules of the Hebrew Language Academy.²⁹

4. Rabbinic Marriage: Kiddushin and the Marriage Ceremony

There are three stages of the process of leading to marriage according to halakhah: נשדוקין, *shiddukhin*, engagement; אירוסין, *eirusin*, betrothal; and נשואין, *nisuin*, nuptials.³⁰ It must be noted that engagement and betrothal are different: being engaged is a relationship of expectations and emotional commitment,³¹ while betrothal is a legal commitment almost on par with completed marriage.³² While betrothal originally took place twelve months before the wedding, this practice changed over time: betrothal is now effected only a few minutes before the nuptials.³³

אירוסין, *eirusin*, betrothal, consists of two parts: 1) the recitation of birkat eirusin, the berakhah of betrothal, over wine; and 2) the legal action of *kiddushin*. *Kiddushin* is a main act of creating a marriage because once it occurs, the personal status of the couple has changed. The couple is considered basically married, even if nuptials are still required for the couple to be fully married³⁴ and the festivities are delayed. The word for the act of *kiddushin* is either *kinyan* or *kiddushin*, with the second word *kiddushin* becoming the one used most often. It is one of the

objection to composing documents in Hebrew and translating legal phraseology from Aramaic into Hebrew.

<https://www.rabbinicalassembly.org/sites/default/files/assets/public/halakhah/teshuvot/19912000/moses_mix.pdf>

Most importantly, the centrality of Hebrew in the religious and cultural life of the Jewish people serves as inspiration for formulating the ketubah in Hebrew.

²⁹See <<https://hebrew-academy.org.il/topic/hahlatot/missingvocalizationspelling/>>. One Hebrew term deserves special mention: בריאת עולם lacks the definite article for עולם because the definite is often omitted with this word, as in ריבונו של עולם and בורא עולם, although both phrases refer to a very definite noun (God) and refer to the sovereign and creator of the universe (not of "a" universe). (Special thanks to Dr. Tobie Strauss Sherebrin for assistance with this phrase.)

³⁰Klein, *A Guide to Jewish Religious Practice*, 390.

³¹It should be noted that there could be some formal legal agreement (תנאים, *tenaim*) associated with *shiddukhin*, but the agreement did not affect the personal status of the engaged couple and was revocable, even if one side could sue the other for damages. (E.H. 50:4-6)

³²Scholars termed this period as “inchoate marriage” or “three-quarters marriage” as a way of highlighting how close it is to complete marriage. It should be noted that after eirusin has occurred, a get would be required.

³³The earliest evidence I have found for this is in *Teshuvot Rashi*, number 194, in which Rashi notes that the two rituals were done sequentially at a single gathering so that only one banquet would have to be arranged. See Ze’ev W. Falk, *Jewish Matrimonial Law in the Middle Ages* (Oxford: Oxford University Press, 1966), 43-44.

³⁴E.H. 55:1.

central rituals of the Jewish wedding ceremony. I have included an egalitarian wedding ceremony in appendix two.

Mishnah Kiddushin 1.1 describes *kiddushin*, the act of betrothal, as follows:

האשה נקנית בשלש דרכים, וקונה את עצמה בשתי דרכים.
 נקנית בכסף, בשטר, ובביאה.
 בכסף, בית שמאי אומרים, בדינר ובשוה דינרי.
 ובית הלל אומרים, בפרוטה ובשוה פרוטה...
 וקונה את עצמה בגט ובמיתת הבעל.

A woman is acquired [as a wife] in three ways and acquires herself [as autonomous] in two ways. She is acquired by money, a document, or sexual intercourse.

[In regard to doing so] by money: The House of Shammai says with a dinar or something worth a dinar, but the House of Hillel says with a perutah or something worth a perutah....

She acquires herself with a get or by means of the death of her husband.
 (m. Kiddushin 1:1)

Although the language here is of acquisition or purchase, it should not be taken as meaning that the woman is acquired the way a chattel would have been acquired or purchased.³⁵ The woman was not being purchased or sold the way property was.³⁶ The amount that would be paid for property would correspond to its value, and it would change depending on its quality and quantity. But here the use of coinage is a vestige of the process of acquisition: it is *pro forma*. First, the determination of “market-value” is non-negotiable. Second, the amount of the coinage is minuscule: the dinar is the smallest silver coin, and the perutah is the smallest copper coin. Even though the dinar was a small sum, it did take some effort to acquire, and reducing the coinage to a mere perutah, a monetary amount of the lowest possible value, demonstrates that the use of a legal act of acquisition is a convention. The language of acquisition is a metaphor employed to signal that at a specific point in time, a change in relationship has taken place.³⁷

³⁵Hauptman, *Rereading the Rabbis*, 72; Ilan, *Jewish Women in Greco-Roman Palestine*, 88-89.

³⁶The debate over the coinage is not presented as a rabbinic reform of marriage. By contrast, the act undertaken by Shimon ben Shetaḥ is depicted as a change from what had been practiced before.

³⁷The tannaim and amoraim preferred the transfer of a symbolic amount of money over the other legal means of effecting a betrothal because 1) writing a contract for betrothal could be a burdensome and expensive task and 2) betrothal by intercourse caused legal and social problems, and the rabbis instituted a severe penalty for its use.(b. Kiddushin 12b) See Michael L. Satlow, *Jewish Marriage in Antiquity* (Princeton: Princeton University Press, 2001), 79 and 298 n. 74.

In addition to the fixed and perfunctory amount, the parties to the symbolic acquisition are different from that of a real purchase.³⁸ The money or the object of appropriate worth is presented to the woman: if she were an object being bought, the money would be presented to a third party, not her. It is crucial to note as well that the woman must consent to the legal action, again not the case for an object being purchased:

התקדשי לי בסלע זו, משנטלתו מידו הטילתו לים או לנהר - אינה מקודשת
התקדשי לי, ואמרה לו תנהו לפלוני - אינה מקודשת. שיקבלם לי - ה"ז מקודשת...
היה בו דינר רע - יחליף. היה מונה ומשליך לתוך ידה ראשון ראשון
יכולה היא שתחזור בו עד שעה שיגמור.

[If he declared,] “Be betrothed to me with this sela (a coin worth 2 shekels of silver)”, and when she took it out of his hand, she threw it into an ocean or a river, she is not betrothed.

[If he declared,] “Be betrothed to me with a maneh (100 zuzim or 50 shekels of silver)”, and she said to him, “Give it to so-and-so”, she is not betrothed. If she said to him, “That (personal name) accept it on my behalf, she is betrothed...

If he is counting [out the coins] and dropping them in her hand one by one, she may change her mind until he finishes.

(t. Kiddushin 2:9-10)

In an acquisition, the object being acquired does not need to consent nor would it receive payment for itself. Only the parties to the transaction need to consent, and the woman must consent, whether by words or by actions. Even if the legal act takes time, she may withdraw her consent even at the last possible moment.³⁹

The differing social and legal status of men and women prescribed that men take the initiative in establishing the relationship of betrothal.

בכסף כיצד? נתן לה כסף או שוה כסף
אמר לה 'הרי את מקודשת לי' 'הרי את מאורסת לי' 'הרי את לי לאינתו' - ה"ז מקודשת

³⁸An example of a real purchase of a person would be the purchase of a slave. Babylonian Talmud Kiddushin 6b recognizes the difference between the relationship between an owner and a slave and the relationship of a husband and a wife by noting that the wife’s body does not belong to her husband. The consequences of this distinction is that a slave who wanted to be manumitted could not hold the money to be used for manumission in his/her hand because it would then belong to his owner since the slave himself/herself is owned, including whatever he or she is holding, nor could a slave accept the deed of manumission into his/her own hand. (Babylonian Talmud Kiddushin 23a) A free person could accept the deed of manumission on behalf of the slave. This is not the case for a wife, who accepts money and the divorce document into her own hand.

³⁹It must be noted that the woman’s consent is not required by the Mishnah. However, it is required explicitly by the Tosefta and both Talmuds. It is required in later Jewish law. (E.H. 42:1; see also M.T. *Hilkhot Ishut* 3:19; E.H. 37:8)

אבל נתנה היא לו כסף או שוה כסף
ואמרה לו 'הריני מאורסת לך' 'הריני מקודשת לך' 'הריני לך לאינתו' - אינה מקודשת

How does a man betroth a woman by means of money? If he gives her money or an object worth money, and he says to her, “You are now betrothed to me,” she is betrothed. But if she gives him money or an object worth money and says, “I am now betrothed to you,” she is not betrothed.

(t. Kiddushin 1:1)

The Tosefta addresses the possibility that a woman might initiate betrothal and excludes it. But in the Talmudic discussion, Rava offers a number of ways a woman might initiate betrothal through a third party:

אמר רבא תן מנה לפלוני ואקדש לך מקודשת... האי איתתא נמי אע"ג דלא מטי הנאה לידה קא
משעבדא ומקניא נפשה...
תן מנה לפלוני ואקדש אני לו מקודשת... האי איתתא נמי אע"ג דלא קא מטי הנאה לידה קא מקניא
נפשה.

Rava says:

[If a woman says to a man] “Give 100 zuzim to so-and-so and I will become betrothed to you”, [if he does so,] she is betrothed...this woman, though she personally derives no benefit [from the money], obligates and gives herself [in betrothal]....

[If a woman says to a man] “Give 100 zuzim to so-and-so and I will become betrothed to him”, [if he does so and the specified man accepts it] she is betrothed. This woman, though she personally derives no benefit, obligates and gives herself [in betrothal].

(b. Kiddushin 6b-7a)

These cases show how the language of acquisition is retained as the external form. In these two cases, the woman is taking the initiative in a substantive way but the means by which she does so is acceptable as long as it looks *externally* that a man is executing the legal action.

Even more strikingly is how the external form in which the man takes the lead is retained in this case:

בעי רבא הילך מנה ואקדש אני לך מהו? אמר מר זוטרא משמיה דרב פפא מקודשת. אמר ליה רב
אשי למר זוטרא אם כן הוה ליה נכסים שיש להם אחריות נקנין עם נכסים שאין להם אחריות ואנן
איפכא תנן נכסים שאין להם אחריות נקנין עם נכסים שיש להם אחריות בכסף בשטר ובחזקה. אמר
ליה מי סברת דאמרה ליה אגב, גהכא באדם חשוב עסקינן דבההיא הנאה דקא מקבל מתנה מינה
גמרה ומקניא ליה נפשה.

Rava asked: [If a woman says,] “Here is 100 zuzim, and I will become betrothed to you, what is the law?

Mar Zutra said in the name of Rav Pappa: She is betrothed.

Rav Ashi said to Mar Zutra: If so, property which ranks as security [real estate] is acquired as an adjunct to property which does not rank as security [chattels]; whereas we learnt the reverse: Property which does not rank as security may be acquired in conjunction with property which ranks as security by money, deed, or hazakah?

[Mar Zutra] replied: Do you think that she said to him, “[Acquire these 100 zuzim] along with [me].” We are dealing here with a man of means. With the pleasure she receives from his accepting the betrothal wealth, she consents to the betrothal.

(b. Kiddushin 7a)

The external form of the man as the active party and the woman as the passive party is retained, even though the woman is substantively initiating the betrothal. Even when Rav Ashi objects, Mar Zutra creates a limiting situation, an *okimta*, so that it appears that the man of means has given her a *perutah*'s worth of pleasure. The woman's initiative is retained within the limits of the appearance that the man is offering her something of value and she is accepting of it. Mar Zutra's explanation is far-fetched, but he offers it as a way of preserving the uneven form of betrothal.

One might suppose that the husband taking the initiative for actualizing the marriage is based on biblical verses that depict the man taking the active part in the process of marriage. A verse such as “When a man [takes a wife]” (Deuteronomy 22:13), could serve as the basis for halakhic midrash supporting the man's active role and the woman's passive role. But this is not the case, as can be seen in this passage from Babylonian Talmud Kiddushin 9a:

מתקיף לה ר' זירא בר ממל הא לא דמי האי שטרא לשטר זביני התם מוכר כותב לו שדי מכורה לך
הכא בעל כותב בתך מקודשת לי

Rabbi Zera bar Mammel raised an objection: This document of marriage is not the same as a document of sale: There (in the case of sale it is) the seller who writes, “My field is sold to you,” whereas here (in the case of marriage) the husband writes, “Your daughter is consecrated to me!”

Rabbi Zera bar Mammel observes that there is an anomaly: when a person sells an item, it is the seller who writes out a document, but in the case of a marriage, the husband is the one who writes out a document. This is yet another piece of evidence that the process of marriage is not an act of purchase or sale. If a marriage were, either the wife-to-be or her father should write the document saying that she is betrothed. Rava resolves this conundrum:

אמר רבא התם מעניינא דקרא והכא מעניינא דקרא התם כתיב (ויקרא כה, כה) ומכר מאחוזתו במוכר
תלה רחמנא הכא כתיב (דברים כב, יג) כי יקה בבעל תלה רחמנא

Rava said: There it is determined by the context of the verse, and here too it is determined by the context of the verse. There it is written, “And he sells of his possessions” (Leviticus 25:25): the Torah made it dependent on the seller:

whereas here it is written, “When a man [takes a wife]” (Deuteronomy 22:13), the Torah makes it dependent on the husband.

In the case of selling, the seller is described as selling his field. By contrast, in marriage, the husband is described as taking a wife.

אלא אמר רבא רבא הלכתא נינהו ואסמכינהו רבנן אקראי ואיבעית אימא התם נמי כתיב (ירמיהו לב, יא)
ואקח את ספר המקנה

Rather, Rava said: These are halakhot which the Rabbis supported by verses (but are not derived from them). There too it is written, “So I took the deed of the purchase” (Jeremiah 32:11).

Most importantly, Rava determines that the practice that the husband takes the initiative is a tradition *illustrated* in a verse but it is *not derived* from the verse. That the man takes the initiative is just how things are done and is not enshrined as a rule originating from a verse in the Torah.⁴⁰ We might have thought that the groom initiating the marriage is derived from a biblical verse through midrash halakhah, but that is not the case, according to Rava. While the rule that the man is the one who must take the active role in *kiddushin* has been followed in later codes, such as the Shulhan Arukh E.H. 27:7, this is not derived from a biblical verse but was a common practice independent of a biblical verse.

These sources demonstrate two points: 1) the relationship of marriage that is being negotiated is in the external form of an acquisition, and 2) because of the unequal social and legal standing of the two parties, the husband takes the lead. It is not an action between equal parties, nor is it a purchase of property. We should not be misled by the use of the linguistic form employed: while the terminology of acquisition is employed, it is only conventional language for a legal act that is substantively distinct from the purchase or sale of property.⁴¹ *That does not mean that the metaphor of acquisition lacks consequence, but here it is not the metaphor that*

⁴⁰This point was brought to my attention by Joshua Kulp. For more on the sources of rabbinic law, see Avi Shveka, “The Bible and the Sources of Rabbinic Law,” in *The Oxford Handbook of Biblical Law* (ed. Rabbi Pamela Barmash; Oxford: Oxford University Press, 2019), 385-408, and Leib Moscovitz, “Rabbinic Law,” in *The Oxford Handbook of Biblical Law*, 451-469.

⁴¹This paradox is expressed in the reproach of Rachel and Leah that their father had sold them and taken their money for himself.(Gen 31:15) Their complaint is couched in the language of acquisition, but the assumption is that they should be the ones to receive the betrothal wealth, not their father. If their marriages were truly a sale, the assumption would be that their father as the seller would receive the money, but since the language of sale expresses the trajectory of how marriage is formed, that the groom takes the initiative, the presumption in the biblical text is that the betrothal wealth belongs to them, not to their father. See Stol, *Women in the Ancient Near East*, 124-127, 132-134.

I employ the term “betrothal wealth” for the gift extended by the groom. For the inapplicability of the term “bride price”, which fell out of use by anthropologists decades ago, see Lemos, *Marriage Gifts and Social Change*, 3.

*shapes the social status of women. It is the social status of women expressed and mirrored in the use of language of acquisition that is fundamental.*⁴²

Acquisition was not the real basis for family relationships, but it served as a metaphor for a pattern of interdependence and responsibility. It was a way of visualizing a pattern of reciprocal relationships, and until recently, the social pattern in which Jews lived privileged males. There is now a new social understanding and a new socio-economic reality.

One last point, the term often employed for the legal act creating marriage is based on the verbal root קִדְּשׁ, “to sanctify” with the meaning “to designate for a special status,” rather than the verbal root קָנָה, “to acquire.” Rabbi Gail Labovitz argues that while the root קִדְּשׁ is often translated as “sanctify” in the context of marriage, it signifies only the metaphorical and legal understanding of marriage as an act of purchase and acquisition of property performed primarily by the male participant.⁴³ *Kiddushin*, in this understanding, is an act of Jewish marriage that can be initiated only by a man because an act of purchase is unidirectional. By contrast, *I argue that the roots of Jewish marriage are to be found in a mutual agreement and that the traditional conceptualization of kiddushin in which the husband had to take the initiative originates in a society that privileged males. In an egalitarian society, kiddushin is reconceptualized.*

5. Objections to Modifications in the Jewish Wedding Ceremony

A new element of the Jewish wedding ceremony has developed in modern times: the bride responds to the groom’s presentation of a ring and declaration of the formula, הָרַי אֶת מְקַדְּשֵׁת לִי בְּטַבְעֶת זוֹ כְּדַת מֹשֶׁה וְיִשְׂרָאֵל “You are now consecrated to me with this ring according to the law of Moses and Israel” by presenting the groom with a ring and reciting a statement, such as a verse from the Song of Songs, אֲנִי לְדֹדִי וְדֹדִי לִי, “I am my beloved’s, and my beloved is mine”. The presentation of a ring and declaration by the bride has met with opposition.

⁴²Rabbi Avram Reisner observes: “it might cogently be argued that in an age accustomed to double ring ceremonies, we have long abandoned the symbolism of purchase inherent in the transfer of the ring, rendering it, in fact, ineffective for that purpose” in “Joint Ownership,” n. 38.
<https://www.rabbinicalassembly.org/cdownload/file/cjls/cjls_joint_ownership_final_markup.pdf>

⁴³Rabbi Gail Labovitz, *Marriage and Metaphor: Constructions of Gender in Rabbinic Literature* (Lantham, Mary.; Lexington, 2009), 69-73; “The Language of the Bible and the Language of the Rabbis: A Linguistic Look at Kiddushin Part 1,” *Conservative Judaism* 63,1 (2011), 25-42; “He Forbids Her to All: A Linguistic Look at Kiddushin, Part 2,” *Conservative Judaism* 63, 2 (2011), 27-48; “With Righteousness and With Justice,” 3-4. For further hypotheses on the use of the term kiddushin, see Satlow, *Jewish Marriage in Antiquity*, 76-77.

Rabbi Moshe Feinstein, for example, prohibits double ring (and declaration) ceremonies. (Igrot Moshe, E.H. 3:18)⁴⁴ He calls the bride's act and statement *הבל ושטות*, "nothingness and nonsense." He even deems ineffective a set of mutual conditions made by the groom and the bride that their wedding takes place only if the bride's act and statement are valid as well as the groom's. He argues that the problem with double ring and declaration ceremonies is that they would make people think that her act of giving the groom a ring and statement has validity and that eventually it would be assumed that either her act and statement or the mutual acts could actualize a marriage. Any deviation from the traditional halakhic pattern is to be rejected, in Feinstein's opinion.

In response to objections as well within the Conservative movement,⁴⁵ Rabbi Isaac Klein argues that there is no halakhic problem whatsoever with this type of ceremony since once the groom has recited the traditional formula, *הָרִי אֶת מִקְדָּשְׁתִּי לִי בְּטַבְעֶת זֶה כְּדַת מֹשֶׁה וְיִשְׂרָאֵל*, "You are now consecrated to me with this ring according to the law of Moses and Israel," whatever the bride says has no legal significance.⁴⁶ The CJLS debated this and other matters regarding women in 1973 and 1974.⁴⁷

⁴⁴Feinstein makes four arguments against the double ring ceremony: 1) the double ring ceremony is a non-Jewish custom and therefore is forbidden; 2) in the case of people bathing in drawn water after immersing in a mikveh because its waters were foul, the rabbis ruled that drawn water was impure even though it was not because they feared that people would forget about immersing in a mikvah, and therefore, the double ring ceremony is to be forbidden because it may lead to people thinking that a woman's act is constitutive of marriage by itself or that both the man and woman must act; 3) the halakhah of Jewish marriage will be forgotten if there is a double ring ceremony; 4) changing the law even for a great need (even for *pikuah nefesh*) is forbidden. Regarding his arguments, the following is to be noted: 1) It may be that using a ring by the groom, in place of a *perutah*, was itself derived from non-Jewish custom, and much would fall out of Judaism if everything that was reshaped from non-Jewish sources were to be dismissed; 2) The example of declaring drawn water impure because people might err could lead to many prohibitions of what is permitted, yet Feinstein is correct in realizing that double ring ceremonies will shape the perception of a wedding ceremony; 3) If halakhah, even of Jewish marriage, were forgotten, it will not be due to a double ring ceremony; 4) The historical development of halakhah refutes this claim.

⁴⁵I have anecdotal evidence of Conservative rabbis in the 1970's refusing to allow the bride to say anything during the wedding ceremony.

⁴⁶Klein, *A Guide to Jewish Religious Practice*, 396. Although Rabbi Klein's logic would have been based on the concept that the groom's statement alone can constitute marriage, he cites Babylonian Talmud 87a as the basis for his ruling. While he does not specify which part of the talmudic passage he is highlighting, the passage does not deal with the marriage ceremony but either with a person nullifying his own vow or a husband nullifying his wife's vow after she has uttered it, neither of which seems pertinent to his opinion.

⁴⁷Rabbi Blumenthal reports this in his article "The Status of Women in Jewish Law," *Conservative Judaism* 31/3 (1977), on page 30: "We describe marriage as *kiddushin*, sanctification, yet it is only the husband who sanctifies the wife. He says to her, 'Be thou sanctified unto me. . . .' while she remains mute. That may have been appropriate under a polygamous society, when the husband might expect to acquire other wives. But in modern monogamous families, it fails to suggest that *kedushah* ought to be a

However, holding that the bride's statement after the groom has made his is permitted because her words are of no value is dismissive to the bride. It is not a solution to the disconnect between the traditional ceremony, on the one hand, and our ethical values and contemporary socio-economic realities on the other hand. In an essay about Rabbi Moshe Feinstein's prohibition of double ring ceremonies, Rabbi Jane Kanarek observes:

The parallel to kiddushin with two rings is clear: even if the man gives the ring first and betrothal is legally effected, we might eventually come to a mistaken conclusion from seeing such ceremonies. We might conclude that in order for betrothal to be effective, either both people need to give the ring...or the woman alone can give the ring...At the very least, this would be a violation of forgetting law and potentially even more serious, of changing law... Feinstein understands the power of our ritual actions to effect legal change. He understands that when I do double-ring ceremonies, I am aiming for a certain amount of legal forgetfulness. I do want it to become legally insufficient for only the groom to give a ring and betroth the bride. I want both bride and groom to betroth one another and for both actions to be necessary in order for kiddushin to be legally binding. This desire is not only because of a wish for reciprocity of action. When both bride and groom betroth one another, it radically changes the nature of the ownership metaphor that is an inextricable aspect of kiddushin. Marriage is one of the deepest forms of ownership, the acquisition of another person's sexual and emotional being. In its ancient formulation, kiddushin grants unilateral ownership. But bilateral kiddushin changes the picture. Now, each person freely grants ownership of himself or herself and, in return, freely accepts ownership of another person. Instead of patriarchal possession, we move to a deep and reciprocal

mutual condition. Respect for the dignity of the women we marry requires that we permit whatever words the bridegroom uses to consecrate the marriage be employed by the bride as well. If he says to her, 'Be thou sanctified unto me. . . ,' she ought to say to him, 'Be thou sanctified unto me. . . .' To substitute a token phrase for the bride, like 'I am my beloved's and my beloved is mine,' remains an affirmation of inequality, little better than her passive role in the traditional ceremony. The Talmud objects to a statement by the bride to the groom, 'Be thou sanctified unto me. . . .' or 'Behold I am sanctified unto thee. . . .' when that is the only utterance made to effect the marriage. There is no valid halakhic objection to anything that the bride wishes to say after the bridegroom has voiced the traditional words which establish the halakhic validity of the marriage."

Rabbi Blumenthal then argues: "In our day it is urgent to emphasize the reciprocal sanctification of bride and groom. Actually what we are suggesting is very old. Jacob J. Rabinowitz traces it back to the Roman form of marriage called *coemptio* and finds evidence of it in old Babylonian sources. He describes it as 'mutuality of purpose. . . the wife being purchased by the husband, and the husband by the wife.' He quotes three Aramaic papyri in which the marriage formula reads, 'She is my wife and I am her husband.' This spirit which prevailed in ancient marriage ceremonies ought to be articulated clearly for Jewish marriage in our day. We therefore sanction the use of the formula, *harei atah mkudash li* in the marriage ceremony, to be recited by the bride.

(It was also recommended that liturgists formulate and circulate proposals which will be adopted or rejected by local rabbis. The votes were taken on June 27, 1973, and November 12, 1974.)"

obligation and responsibility. It is, perhaps, for these reasons that Feinstein's prohibition of two-ring ceremonies stems not from technicalities of marriage law. Rather, he prohibits reciprocity because such a change touches at the heart not only of what marriage means but also of how we achieve legal change. Nevertheless, I admire this teshuvah's analogical brilliance because, paradoxically, it simultaneously cautions and teaches us about the ritual and legal power our own hands hold.⁴⁸

Rabbi Kanarek rightly argues that the power of double ring (and declaration) ceremonies is that they clearly demonstrate the bilateral nature of the marriage about to be created and of the ceremony that is creating it. There is symbolism inherent in double ring ceremonies. The marriage that is formed in a double ring ceremony is a mutual covenant, a concept and reality that is deeply Jewish.

Most importantly, reshaping kiddushin with a double ceremony in which both the groom and the bride utter similar declarations is both an ethical imperative and one that mirrors a changed social and economic reality. This dramatic shift in contemporary society and economy is not just a change in external behavior but an intellectual and psychological transformation in how women perceive themselves and are perceived by others. The Conservative/Masorti movement has been modifying the *ketubbah* and *kiddushin* for more than 50 years, and now the time has come for us to hold that both the groom and the bride must both present rings to each other and make mutual declarations.

Our love for, and loyalty to, our tradition means that we must reinterpret existing traditions to suit a new social understanding, and in so doing we invoke spiritual and ethical principles that have guided Jewish behavior to new circumstances. Transformed *ketubbah* and *kiddushin* are discontinuous with the discrete rules of prior halakhah but are continuous with the ethical ideals and socio-economic concerns that have inspired halakhic development. We are reimagining *kiddushin* and *ketubbah* because we are shaping a vision of what Jewish community and Jewish life should be, living in holiness and searching for God.

6. An Egalitarian Wedding Ceremony

The marriage practices advocated by the tannaim and Palestinian and Babylonian amoraim were eventually adopted by Jewish communities,⁴⁹ but the process of historical development did not end. That process resulted in the ritualized religious marriage ceremony that developed in the Middle Ages, and in appendix two, I have included an egalitarian wedding ceremony, with the following modifications:

⁴⁸Rabbi Jane Kanarek, "Remaking Ritual" *Sh'ma*, June 2010, 5-6.

⁴⁹Satlow, *Jewish Marriage in Antiquity*, 3-41.

1. The betrothal blessing was originally recited during the celebratory meal in Babylonian Jewish communities.⁵⁰ It was a pointed reminder that men should not have sexual relations with betrothed women, even the woman with whom a prospective groom may be betrothed, wording that appears a bit maladroit to us.(E.H. 55:1)⁵¹ The betrothal blessing suggested in the wedding ceremony emphasizes the relationship of complete marriage via the ceremony of *nisu'in* that the groom and the bride will soon enter.

2. The second part of betrothal is the presentation of an item worth at least a *perutah* and the recitation of a formula. These acts create a binding relationship between bride and groom. Egalitarian *kiddushin* necessitates that the declaration of the groom and the bride in parallel language. Both the statements of the bride and groom are performative utterances. Because some would argue that once the groom has made his declaration, her declaration has no consequence, it may be necessary for the bride's declaration to precede the groom's: this makes clear that the ceremony is egalitarian and that her declaration is necessary and legally effective in consonance with his. The rabbi officiating may decide the sequence. It must be emphasized that no matter the order, the declarations of both parties are necessary. The phrase “כדת משה וישראל” “according to the law of Moses and Israel,” reflects our Torah as it is developing in our time.

3. A new element may be incorporated into the ceremony. The presentation of rings and the bundling of them together in a cloth shows that the bride and groom are creating a shared household.⁵² The officiating rabbi in consultation with the couple may decide whether to include this.

4. The Sheva Berakhot is assumed in classical rabbinic sources to be recited during the week-long celebration of the marriage, probably during the meal, akin to the practice of reciting them prior to Birkat Hamazon.(m. Megillah 4:3) The text that appears in the Babylonian Talmud Ketubbot 7b-8a is the one that became normative, but other versions were in circulation.⁵³ I have modified the final berakhah in the Sheva Berakhot slightly, changing “the jubilant voices of grooms beneath the *huppah*” to “the jubilant voices of loving companions beneath the *huppah*”, to fit an egalitarian conceptualization.⁵⁴

⁵⁰Azriel Hildsheimer, “תולדות ברכות אירוסין ונשואין”, *Sinai* 10 (1942): 107-119; Satlow, *Jewish Marriage in Antiquity*, 164. The blessings are found in Babylonian Talmud Ketubbot 7b.

⁵¹The wording of the betrothal blessing is surprising in that it mentions a prohibition, and while this blessing is mentioned in the Babylonian Talmud, its wording has been somewhat variable. In Seder Rav Amram Gaon, the blessing is “אשר קדשנו במצוותיו וציונו על העריות ואסר לנו את כל הקרובות ואת כל הרחוקות ואת כל הרחוקות וציונו לישא על-ידי חופה וקידושין” “whose sanctity fills our lives through *mitzvot* and who has commanded us regarding sexual propriety, forbidding relationships with all close relatives and with distantly related betrothed and married women, and permitting single women who are distantly related and commanded us to marry with *huppah* and sacred marriage ceremonies”. See Nissan Rubin, *שמחת החיים: טקסי אירוסים ונישואין במקורות חז"ל* (Tel Aviv: Hakibbutz Hameuchad, 2004), 151-153.

⁵²This act is inspired by the suggestion of Rabbi Rachel Adler, *Engendering Judaism*, 196-197.

⁵³See Satlow, *Jewish Marriage in Antiquity*, 63-66.

⁵⁴Other possibilities for egalitarian *kiddushin* and *ketubbah* are posted online. For a published option, see Rabbi Jill Jacobs and Rabbi Guy Izhak Austrian, “The Choices of Marriage: One Couple’s Attempt to

Lastly, the egalitarian reconceptualization of *ketubbah* and *kiddushin* has consequences for Jewish divorce. I hope to present this in an upcoming teshuvah. For this teshuvah, I have put a prenuptial declaration of a תנאי בקידושין, a condition on the marriage, in appendix three.⁵⁵

Reimagining *ketubbah* and *kiddushin* in an egalitarian key emerges from a new social pattern and socio-economic reality. Tradition is translated into contemporary idiom. This transformation is prompted by more than a change in social custom; it is a new social understanding. Marriage is a concept that is culturally dependent, and as a culture reinterprets the rights and responsibilities of the members of its society, the assumptions that underpin marriage and the legal and customary necessities that constitute and dissolve it are re-envisioned. The way our halakhah responds to this new social understanding is one more example of the vitality of Jewish religious life and of our love for God and Torah.⁵⁶

פסק דין (Pesak din -- Ruling)

Kiddushin, the traditional form of Jewish marriage, can be made into an egalitarian form for a male-female Jewish couple. An egalitarian form of the *ketubbah* in Aramaic and Hebrew versions is found in appendix one of this teshuvah, and an egalitarian form of the wedding ceremony is found in appendix two.

Create an Egalitarian Jewish Wedding Ceremony within the Traditional Framework of *Kiddushin*,” *Conservative Judaism* 63, 3 (2012), 32-41.

⁵⁵The method of תנאי בקידושין, a condition on marriage, is presented by Rabbis Eli Bohnen, Edward Gershfield, Benjamin Kreitman, and Seymour Siegel, “T’nai B’kiddushin,” in *Proceedings of the Committee on Jewish Law and Standards of the Conservative Movement 1927–1970*, 2.914–26. See the information on the Rabbinical Assembly website <<https://www.rabbinicalassembly.org/practical-rabbinics/lifecycle/marriage/ketubotcertificates>>. This method was also utilized by Rabbis Elliot Dorff, Daniel Nevins, and Avram Reisner for same-sex couples. <<https://www.rabbinicalassembly.org/sites/default/files/assets/public/halakhah/teshuvot/2011-2020/same-sex-marriage-and-divorce-appendix.pdf>>

⁵⁶Special appreciation to those who offered counsel during the writing of this teshuvah: Rabbi Aryeh Cohen, Rabbi Elliot Dorff, Rabbi Judith Hauptman, Rabbi Jane Kanarek, Rabbi Jan Caryl Kaufman, Rabbi Leora Perkins, Rabbi Peretz Rodman, Rabbi Deborah Silver, and Dr. Tobie Straus Sherebrin.

Appendix One -- An Egalitarian Ketubbah

Aramaic (with pointing)

בְּ בִשְׁבַת ב' לְחֹדֶשׁ שְׁנַת חֲמִשָּׁת אֲלָפִים שְׁבַע מֵאוֹת _____⁴ לְבְרִיאַת
 עוֹלָם לְמִנְיָן שְׁאֲנוּ מוֹנִין כְּאֵן ב' _____⁵ בְּמִדְיַת _____⁶

אִיךְ הַחֲתָן _____⁷ בְּר _____⁸ לְבֵית _____⁹
 אָמַר לָהּ לְהֵדָא כְּלָתָא _____¹⁰ בַּת _____¹¹ לְבֵית _____¹²
 הָוָאִי לִי לְאַנְתּוּ כְּדַת מְשָׁה וַיִּשְׂרָאֵל וְאַנָּא אֶפְלַח וְאוֹקִיר וְאַיזוֹן וְאַפְרַנְס יְתִיכִי לִיכִי כְּהִלְכוֹת גּוֹבְרִין
 יְהוּדָאִין דְּפִלְחִין וּמוֹקִירִין וְזַנִּין וּמְפַרְנָסִין לְנִשְׁיָהוֹן בְּקוֹשְׁטָא וְיַהֲיִבְנָא לִיכִי כְּסָרָא כְּתוּבָתְךָ זַוְיָ מֵאַתָּן דְּחַזִּי
 לִיכִי מְדַאֲרִייתָא וּמְזוֹנִיכִי וְכִסּוֹתִיכִי וְסְפוֹקִיכִי וּמִיעַל לְוִתִּיכִי כְּאוֹרַח כְּלָ-אַרְעָא.

וְכֵן אִיךְ הַכְּלָה _____¹³ בַּת _____¹⁴ אָמַרְתָּ לִּיהָ לְהֵדִין חֲתָן
 _____¹⁵ בְּר _____¹⁶ הָוִי לִי לְגַבְרָא כְּדַת מְשָׁה וַיִּשְׂרָאֵל וְאַנָּא אֶפְלַח וְאוֹקִיר
 וְאַיזוֹן וְאַפְרַנְס יְתָךְ לְךָ כְּהִלְכוֹת נְשִׂי יְהוּדָאִין דְּפִלְחִין וּמוֹקִירִין וְזַנִּין וּמְפַרְנָסִין לְגַבְרִיָּהּ בְּקוֹשְׁטָא וְיַהֲיִבְנָא
 לְךָ כְּסָרָא כְּתוּבָתְךָ זַוְיָ מֵאַתָּן דְּחַזִּי לְךָ מְדַרְבְּנָן וּמְזוֹנָךְ וְכִסּוֹתָךְ וְסְפוֹקָךְ וּמִיעַל לְוִתְךָ כְּאוֹרַח כְּלָ-אַרְעָא.

סָךְ הַכֹּל זַוְיָ אַרְבַּע מֵאוֹת. יִשְׁלְטוּ בְּנַכְסֵיהֶם שְׁוָה בְּשְׁוָה.

¹ אחד, שני, שלישי, רביעי, חמישי, ששי

² day of Hebrew month, as follows:

אחד, שני ימים, שלושה ימים, ארבעה ימים, חמישה ימים, ששה ימים, שבעה ימים, שמונה ימים, תשעה ימים, עשרה ימים, אחד עשר יום, שנים עשר יום, שלושה עשר יום, ארבעה עשר יום, חמישה עשר יום, ששה עשר יום, שבעה יום, שמונה עשר יום, תשעה עשר יום, עשרים יום, אחד ועשרים יום, שנים ועשרים יום, שלושה ועשרים יום, ארבעה ועשרים יום, חמישה ועשרים יום, ששה ועשרים יום, שבעה ועשרים יום, שמונה ועשרים יום, תשעה ועשרים יום, שלושים יום.

³ Hebrew month

⁴ (ושמונים, וטשעים), (ואחת, ושתיים, ושלוש, וארבע, וחמש, ושש, ושבע, ושמונה, ותשע)

⁵ name of city or town

⁶ name of country

⁷ groom's Hebrew name

⁸ Hebrew name(s) of groom's parent(s)

⁹ groom's family name

¹⁰ bride's Hebrew name

¹¹ Hebrew name(s) of bride's parent(s)

¹² bride's family name

¹³ bride's Hebrew name

¹⁴ Hebrew name(s) of bride's parent(s)

¹⁵ groom's Hebrew name

¹⁶ Hebrew name(s) of groom's parent(s)

וְאָמְרוּ מֶר _____ בֵּר _____ 17 חֲתָן דְּגֵן וּמֶרֶת _____ 18 בֵּת _____ 19
 20 פְּלֵתָא דָּא אַחֲרֵיּוֹת שְׁטֵר כְּתוּבָתָא דָּא קְבִלְנָא עֲלֵינָא וְעַל יִרְתָּנָא בְּתַרְנָא לְהַתְּפָרַע
 מִכָּל־שְׁפָר אַרְגַּ גְּכֶסֶין וְקִנְיָנִין דְּאִית לְנָא תַּחֲוֹת כָּל־שְׁמַיָּא דְּקִנְיָנָא וְדַעֲתִיד אֲנִן לְמַקְנָא גְּכֶסֶין דְּאִית לְהוֹן
 אַחֲרֵיּוֹת וְדִלִּית לְהוֹן אַחֲרֵיּוֹת כְּלֵהוֹן יְהוֹן אַחֲרָאִין וְעַרְבָּאִין לְפָרֻעַ מְנַהוֹן שְׁטֵר כְּתוּבָתָא דָּא מֵינֵן וְאִפְּלוּ
 מִן גְּלִימָא דְּעַל כְּתָפָא בְּחִינָא וּבְמוֹתָנָא מִן יוֹמָא דְּגֵן וְלַעֲלָם.

וְאַחֲרֵיּוֹת וְחוּמָר שְׁטֵר כְּתוּבָתָא דָּא קְבִלוּ עָלָן _____ 21 בֵּר _____ 22 חֲתָן דְּגֵן
 ו _____ 23 בֵּת _____ 24 פְּלֵתָא דָּא כְּחֹמֶר כָּל־שְׁטָרֵי כְּתוּבוֹת דְּנִהְגִין בְּבֵית יִשְׂרָאֵל
 הָעֲשׂוּיִין כְּתָקוּן חֲכָמֵינוּ וְזָכוּרָנָם לְבָרְכָהּ.

וְאַשׁוּוּן מֶר _____ 25 בֵּר _____ 26 חֲתָן דְּגֵן וּמֶרֶת _____ 27 בֵּת _____ 28
 פְּלֵתָא דָּא לְמַבְנָא בֵּית בְּיִשְׂרָאֵל בֵּיהּ יִשְׁרוּ אֶהְבֵּה וְאַחֲוָה שְׁלוֹם וְרַעוּת.

וְצָבִיאָו מֶר _____ 29 בֵּר _____ 30 חֲתָן דְּגֵן
 וּמֶרֶת _____ 31 בֵּת _____ 32 פְּלֵתָא דָּא
 דָּאן יִסִּיק אֲדַעֲתָא דְּחַד מִינְהוֹן לְנִתְוָקִי נִישׁוּאִיָּהוֹן אוּ אֵן אֵיתְנָתוּק
 נִישׁוּאִיָּהוֹן בְּעַרְכָּאוֹת דְּמַדִּינָתָא דִּיכּוּל דִּין אוּ דָּא לְזַמְנָא לְחַבְרִיָּה לְבִי דִּינָא דְּכִנְיָשׁתָּא דְּרַבְּנָן
 אוּ מֵאן דְּאָתִי מִן חִלְלָה וְלִיצוֹתוּ תַּרְוִיָּהוּ לְפַסְקָא דְּדִינָיָה בְּדִיל דִּיכְלוּ תַּרְוִיָּהוּ לְמִיחֵי בְּדִינֵי דְּאוּרִיָּתָא.
 דְּלָא כְּאַסְמַכְתָּא וְדְּלָא כְּטוֹפְסֵי דְּשְׁטָרֵי.

וְקִנְיָנָא מִן _____ 33 בֵּר _____ 34 חֲתָן דְּגֵן

¹⁷groom's Hebrew name

¹⁸Hebrew name(s) of groom's parent(s)

¹⁹bride's Hebrew name

²⁰Hebrew name(s) of bride's parent(s)

²¹groom's Hebrew name

²²Hebrew name(s) of groom's parent(s)

²³bride's Hebrew name

²⁴Hebrew name(s) of bride's parent(s)

²⁵groom's Hebrew name

²⁶Hebrew name(s) of groom's parent(s)

²⁷bride's Hebrew name

²⁸Hebrew name(s) of bride's parent(s)

²⁹groom's Hebrew name

³⁰Hebrew name(s) of groom's parent(s)

³¹bride's Hebrew name

³²Hebrew name(s) of bride's parent(s)

³³groom's Hebrew name

³⁴Hebrew name(s) of groom's parent(s)

לְמֵרֶת ³⁵בֵּת _____ כַּלְתָּא דָּא ³⁶_____ כַּלְתָּא דָּא ³⁹בֵּר
 וּמֵן מֵרֶת ³⁷בֵּת _____ כַּלְתָּא דָּא לְמֵר ³⁸_____ כַּלְתָּא דָּא לְמֵר ³⁹בֵּר
⁴⁰חֲתָן דָּנוּן עַל כָּל־מָה דְכָתוּב וּמְפֻרָּשׁ לְעֵיל בְּמִנְאָ דְכָשֵׁר לְמִקְנָא בֵּיהּ וְהַכֵּל שְׂרִיר וְקָיָם.

נָאוּם _____ עֵד(ה)
 נָאוּם _____ עֵד(ה)

חֲתָן _____
 כַּלָּה _____

הֵרַב(ה) מַסְדֵּר(ת) הַכְּתוּבָה _____

³⁵bride's Hebrew name

³⁶Hebrew name(s) of bride's parent(s)

³⁷bride's Hebrew name

³⁸Hebrew name(s) of bride's parent(s)

³⁹groom's Hebrew name

⁴⁰Hebrew name(s) of groom's parent(s)

Aramaic (without pointing)

ב ⁴¹ בשבת ב ⁴² לחודש ⁴³ שנת חמשת אלפים שבע מאות ⁴⁴ לבריאת
 עולם למניין שאנו מונים כאן ב ⁴⁵ במדינת ⁴⁶ ⁴⁹ ⁴⁸ לבית ⁴⁷ בר
 אמר לה להדא כלתא ⁵⁰ בת ⁵¹ לבית ⁵²
 הואי לאנתו כדת משה וישראל ואנא אפלה ואוקיר ואיזון ואפרנס יתיכי ליכי כהלכות יהודאין דפלהין
 ומוקירין וזנין ומפרנסין לנשיהון בקושטא ויהיבנא ליכי כסף כתובתך זוזי דחזי ליכי מדאורייתא
 ומזוניכי וכסותיכי וספוקיכי ומיעל לותיכי כאורח כל-ארעא.

וכן איך הכלה ⁵³ בת ⁵⁴ אמרת ליה להדין חתן ⁵⁵
 בר ⁵⁶ הוי לגברא כדת משה וישראל ואנא אפלה ואוקיר ואיזון ואפרנס יתך לך
 כהלכות נשין יהודאין דפלהין ומוקירין וזנין ומפרנסין לגברייהי בקושטא ויהיבנא לך כסף כתובתך זוזי
 מאתן דחזי לך מדרבנן ומזונך וכסותך וספוקך ומיעל לותך כאורח כל-ארעא.

סך הכל זוזי ארבע מאות. ישלטו בנכסיהם שוה בשוה.

⁴¹ אחד, שני, שלישי, רביעי, חמישי, ששי

⁴² day of Hebrew month, as follows:

אחד, שני ימים, שלושה ימים, ארבעה ימים, חמישה ימים, ששה ימים, שבעה ימים, שמונה ימים, טשעה ימים, עשרה ימים, אחד עשר יום, שנים עשר יום, שלושה עשר יום, ארבעה עשר יום, חמישה עשר יום, ששה עשר יום, שבעה עשר יום, שמונה עשר יום, תשעה עשר יום, עשרים יום, אחד ועשרים יום, שנים ועשרים יום, שלושה ועשרים יום, ארבעה ועשרים יום, חמישה ועשרים יום, ששה ועשרים יום, שבעה ועשרים יום, שמונה ועשרים יום, תשעה ועשרים יום, שלושים יום.

⁴³ Hebrew month

⁴⁴ (ושמונים, וטשעים), (ואחת, ושתיים, ושלוש, וארבע, וחמש, ושש, ושבע, ושמונה, ותשע)

⁴⁵ name of city or town

⁴⁶ name of country

⁴⁷ groom's Hebrew name

⁴⁸ Hebrew name(s) of groom's parent(s)

⁴⁹ groom's family name

⁵⁰ bride's Hebrew name

⁵¹ Hebrew name(s) of bride's parent(s)

⁵² bride's family name

⁵³ bride's Hebrew name

⁵⁴ Hebrew name(s) of bride's parent(s)

⁵⁵ groom's Hebrew name

⁵⁶ Hebrew name(s) of groom's parent(s)

ואמרו מר _____ בר ⁵⁷ _____ חתן דגן ומרת ⁵⁸ _____ בת ⁵⁹ _____
⁶⁰ _____ כלתא דא אחריות שטר כתובתא דא קבלתא עלינא ועל ירתנא בתרנא להתפרע
מכל־שפר ארג נכסין וקנינין דאית לנא תחות כל־שמיא דקנינא ודעתיד אנן למקנא נכסין דאית להון
אחריות ודלית להון אחריות כלהון יהון אחראין וערבאין לפרוע מנהון שטר כתובתא דא מנאי ואפילו
מן גלימא דעל כתפנא בחינא ובמותנא מן יומא דגן ולעלם.

ואחריות וחומר שטר כתובתא דא קבלו עלן _____ בר ⁶¹ _____ בת ⁶² _____
חתן דגן ו _____ בת ⁶³ _____ כחומר כל שטרי כתובות דנהגין בבית
ישראל העשוין כתקון חכמינו זכרונם לברכה.

ואשוון מר _____ בר ⁶⁵ _____ חתן דגן ומרת ⁶⁶ _____ בת ⁶⁷ _____
⁶⁸ _____ כלתא דא למבנא בית בישראל ביה ישרו אהבה ואחוה שלום ורעות.

וצביאו מר _____ בר ⁶⁹ _____ חתן דגן ומרת ⁷⁰ _____ בת ⁷¹ _____
⁷² _____ כלתא דא דאן יסיק אדעתא דחד מינהון לנתוקי נישואיהון או אן איתנתוק
נישואיהם בערכאות דמדינתא דיכול דין או דא לזמנא לחבריה לבי דינא דכנישתא דרבנן או מאן דאתי
מן חילה וליצותו תרוייהו לפסקא דדיניה בדיל דיכלו תרוייהו למיחי בדיני דאורייתא. דלא כאסמכתא
ודלא כטופסי דשטרי.

וקנינא מן _____ בר ⁷³ _____ חתן דגן למרת ⁷⁴ _____ בת ⁷⁵ _____

⁵⁷ groom's Hebrew name

⁵⁸ Hebrew name(s) of groom's parent(s)

⁵⁹ bride's Hebrew name

⁶⁰ Hebrew name(s) of bride's parent(s)

⁶¹ groom's Hebrew name

⁶² Hebrew name(s) of groom's parent(s)

⁶³ bride's Hebrew name

⁶⁴ Hebrew name(s) of bride's parent(s)

⁶⁵ groom's Hebrew name

⁶⁶ Hebrew name(s) of groom's parent(s)

⁶⁷ bride's Hebrew name

⁶⁸ Hebrew name(s) of bride's parent(s)

⁶⁹ groom's Hebrew name

⁷⁰ Hebrew name(s) of groom's parent(s)

⁷¹ bride's Hebrew name

⁷² Hebrew name(s) of bride's parent(s)

⁷³ groom's Hebrew name

⁷⁴ Hebrew name(s) of groom's parent(s)

⁷⁵ bride's Hebrew name

⁷⁸ _____ ⁷⁷ בת _____ ⁷⁶ כלתא דא ומן מרת _____
 למר _____ ⁷⁹ בר _____ ⁸⁰ חתן דגן על כל מה דכתוב ומפורש לעיל
 במנא דכשר למקנא ביה והכל שריר וקים.

נאום _____ עד(ה)
 נאום _____ עד(ה)

חתן _____
 כלה _____

הרב(ה) מסדר(ת) הכתובה: _____

⁷⁶ Hebrew name(s) of bride's parent(s)

⁷⁷ bride's Hebrew name

⁷⁸ Hebrew name(s) of bride's parent(s)

⁷⁹ groom's Hebrew name

⁸⁰ Hebrew name(s) of groom's parent(s)

Hebrew (without pointing)

ב ⁸¹ בשבת ב ⁸² לחודש ⁸³ שנת חמשת אלפים שבע מאות ⁸⁴ לבריאת
 עולם מניין שאנו מונים כאן ב ⁸⁵ במדינת ⁸⁶ ⁸⁹ לבית ⁸⁸ ⁹² לבית ⁹¹ ⁸⁷ בן ⁹⁰ בת

אמר לה לכלה ⁹⁰ ⁸⁷ בן ⁸⁸ לבית ⁸⁹ ⁹¹ לבית ⁹² ⁸⁵ במדינת ⁸⁶ ⁸⁴ לבריאת
 היי לי לאשה כדת משה וישראל ואני אעבוד עבודך ואכבד ואזון ואפרנס אותך כמשפט גברים יהודיים
 העובדים עבור נשותיהם ומכבדים וזנים ומפרנסים אותן באמונה. ואתן לך כסף כתובתך מאתים זוזים
 הראוי לך מן התורה ומזונותיך וכסותיך וסיפוקיך ואחיה חיי משפחה אתך כדרך כל־העולם.
 והכלה ⁹⁵ ⁹⁴ בן ⁹³ אמרה לחתן ⁹² ⁹¹ לבית ⁹⁰ בת ⁸⁹ לבית ⁸⁸ לבית ⁸⁷ בן ⁸⁶ לבית ⁸⁵ במדינת ⁸⁴ לבריאת
 לי לאיש כדת משה וישראל ואני אעבוד עבודך ואכבד ואזון ואפרנס אותך כמשפט נשים יהודיות
 העובדות עבור אנשיהן ומכבדות וזנות ומפרנסות את אנשיהם באמונה. ואתן לך כסף כתובתך מאתים
 זוזים הראוי לך מדברי חכמים ומזונותיך וכסותיך וסיפוקיך ואחיה חיי משפחה אתך כדרך כל־העולם.

סך הכל ארבע מאות זוזים. ישלטו בנכסיהם שווה בשווה.

⁸¹ אחד, שני ימים, שלושה ימים, רביעי, חמישי, ששי

⁸² day of Hebrew month, as follows:

אחד, שני ימים, שלושה ימים, ארבעה ימים, חמישה ימים, ששה ימים, שבעה ימים, שמונה ימים, טשעה ימים, עשרה
 ימים, אחד עשר יום, שנים עשר יום, שלושה עשר יום, ארבעה עשר יום, חמישה עשר יום, ששה עשר יום, שבעה
 עשר יום, שמונה עשר יום, תשעה עשר יום, עשרים יום, אחד ועשרים יום, שנים ועשרים יום, שלושה ועשרים יום,
 ארבעה ועשרים יום, חמישה ועשרים יום, ששה ועשרים יום, שבעה ועשרים יום, שמונה ועשרים יום, תשעה ועשרים
 יום, שלושים יום.

⁸³ Hebrew month

⁸⁴ (ושמונים, וטשעים), (ואחת, ושתיים, ושלוש, וארבע, וחמש, ושש, ושבע, ושמונה, ותשע)

⁸⁵ name of city or town

⁸⁶ name of country

⁸⁷ groom's Hebrew name

⁸⁸ Hebrew name(s) of groom's parent(s)

⁸⁹ groom's family name

⁹⁰ bride's Hebrew name

⁹¹ Hebrew name(s) of bride's parent(s)

⁹² bride's family name

⁹³ bride's Hebrew name

⁹⁴ groom's Hebrew name

⁹⁵ Hebrew name(s) of groom's parent(s)

וכך אמרו _____ בן ⁹⁶ _____ החתן ו _____ בת ⁹⁸ _____ ⁹⁹ _____
 הכלה אחריות שטר כתובה זאת קבלנו עלינו ועל יורשינו אחרינו להיפרע מכל־מיטב חמדת נכסים
 וקנינים שיש לנו תחת כלי־השמים שזכינו בקנינם ושעתיד אנו לזכות בקנינם, נכסים שיש להם
 אחריות ושאינן להם אחריות, כולם יהיו אחראים וערבים לפרוע מהם שטר כתובה זה ממנו ואפלו מן
 הגלימה שעל כתפינו, בחיינו ולאחר מותינו, מיום זה ולעולם.

ואחריות שטר כתובה זה קיבלו עליהם _____ בן ¹⁰⁰ _____ החתן ¹⁰¹ _____
 ו _____ בת ¹⁰² _____ ¹⁰³ _____ הכלה כחומר כול־שטרי כתובות שנוהגים בבית ישראל
 העשויים כתיקון חכמינו זכרונום לברכה.

החתן והכלה התחייבו הדדית לבנות בית בישראל בו ישרו אהבה ואחוה שלום ורעות.
 והסכימו _____ בן ¹⁰⁴ _____ החתן ו _____ בת ¹⁰⁶ _____ ¹⁰⁷ _____
 הכלה שאם יעלה על לב אחד מהם לבקש ניתוק קשר הנשואין שלהם, או אם כבר נותק קשר הנשואין
 שלהם בערכאות המדינה, שיוכל זה או זו להזמין את־הזולת לבית הדין של כנסת הרבנים או בא־כוחו,
 ושיציתו שניהם לפסק־דינו כדי לאפשר לשניהם לחיות לפי דיני התורה.

לא כאסמכתא ולא כטופסי שטרות.

וקבלנו קנין מן _____ בן ¹⁰⁸ _____ החתן ל _____ בת ¹¹⁰ _____
 _____ ¹¹¹ _____ הכלה ומן _____ בת ¹¹² _____ ¹¹³ _____ הכלה לחתן

⁹⁶groom's Hebrew name

⁹⁷Hebrew name(s) of groom's parent(s)

⁹⁸Hebrew name of bride

⁹⁹Hebrew name(s) of groom's parent(s)

¹⁰⁰groom's Hebrew name

¹⁰¹Hebrew name(s) of groom's parent(s)

¹⁰²Hebrew name of bride

¹⁰³Hebrew name(s) of groom's parent(s)

¹⁰⁴groom's Hebrew name

¹⁰⁵Hebrew name(s) of groom's parent(s)

¹⁰⁶Hebrew name of bride

¹⁰⁷Hebrew name(s) of groom's parent(s)

¹⁰⁸groom's Hebrew name

¹⁰⁹Hebrew name(s) of groom's parent(s)

¹¹⁰Hebrew name of bride

¹¹¹Hebrew name(s) of groom's parent(s)

¹¹²Hebrew name of bride

¹¹³Hebrew name(s) of groom's parent(s)

על כל-מה שכתוב ומפורש לעיל בכלי הכשר לעשות בו ¹¹⁵ _____ בן ¹¹⁴ _____
 קנין, והכול שריר וקים.

נאום: _____ עד(ה)

נאום: _____ עד(ה)

גם אנו באנו על החתום:

החתן _____

הכלה _____

הרב(ה) מסדר(ת) הקידושין: _____

¹¹⁴groom's Hebrew name

¹¹⁵Hebrew name(s) of groom's parent(s)

Hebrew (with pointing)

¹¹⁹ _____ ¹¹⁸ _____ ¹¹⁷ _____ ¹¹⁶ _____
 _____ ¹²¹ _____ ¹²⁰ _____
 _____ ¹²⁴ _____ ¹²³ _____ ¹²² _____
 _____ ¹²⁷ _____ ¹²⁶ _____ ¹²⁵ _____
 הָיִי לִי לְאִשָּׁה כְּדַת מְשֵׁה וְיִשְׂרָאֵל וְאֲנִי אֶעֱבֹד עֲבוּרְךָ וְאֶכְבֵּד וְאֶזְוֶן וְאֶפְרָנֶס אוֹתְךָ כְּמִשְׁפַּט גְּבָרִים יְהוּדִיִּים
 הָעוֹבְדִים עֲבוּר נְשׁוֹתֵיהֶם וּמְכַבְּדִים וְזָנִים וּמְפָרְנִסִּים אוֹתָן בְּאַמוּנָה. וְאֶתָּן לָךְ כֶּסֶף כְּתוּבָתְךָ מֵאֲתֵיב זִוְזִים
 הָרְאוּי לָךְ מִן הַתּוֹרָה וּמִזִּנְתֵיךָ וּכְסוּתֵיךָ וְסִפּוּקֵיךָ וְאַחֲזִיָּה חַיִּי מִשְׁפָּחָה אֶתְךָ כְּדָרְךָ כָּל־הָעוֹלָם.
 וְהַפְּלָה _____ ¹²⁸ בֵּת _____ ¹²⁹ אֲמָרָה לְחַתָּן _____ ¹³⁰ בֶּן _____
¹³¹ _____
 הָיִה לִי לְאִישׁ כְּדַת מְשֵׁה וְיִשְׂרָאֵל וְאֲנִי אֶעֱבֹד עֲבוּרְךָ וְאֶכְבֵּד וְאֶזְוֶן אוֹתְךָ כְּמִשְׁפַּט
 נְשִׁים יְהוּדִיּוֹת הָעוֹבְדוֹת עֲבוּר אֲנָשֵׁיכֶם וּמְכַבְּדוֹת וְזָנוֹת וּמְפָרְנִסוֹת אוֹתָם בְּאַמוּנָה. וְאֶתָּן לָךְ כֶּסֶף
 כְּתוּבָתְךָ מֵאֲתֵיב זִוְזִים הָרְאוּי לָךְ מִדְּבַרֵי חֻקִּים וּמִזִּנְתֵיךָ וּכְסוּתֵיךָ וְסִפּוּקֵיךָ וְאַחֲזִיָּה חַיִּי מִשְׁפָּחָה אֶתְךָ
 כְּדָרְךָ כָּל־הָעוֹלָם.

סך הכל ארבע מאות זוזים. ישלטו בנכסיהם שנה בשנה.

¹¹⁶ אחד, שני ימים, שלושה ימים, ארבעה ימים, חמישה ימים, ששה ימים, שבעה ימים, שמונה ימים, טשעה ימים, עשרה

¹¹⁷ day of Hebrew month, as follows:

אחד, שני ימים, שלושה ימים, ארבעה ימים, חמישה ימים, ששה ימים, שבעה ימים, שמונה ימים, טשעה ימים, עשרה ימים, אחד עשר יום, שנים עשר יום, שלושה עשר יום, ארבעה עשר יום, חמישה עשר יום, ששה עשר יום, שבעה יום, שמונה עשר יום, תשעה עשר יום, עשרים יום, אחד ועשרים יום, שנים ועשרים יום, שלושה ועשרים יום, ארבעה ועשרים יום, חמישה ועשרים יום, ששה ועשרים יום, שבעה ועשרים יום, שמונה ועשרים יום, תשעה ועשרים יום, שלושים יום.

¹¹⁸ Hebrew month

¹¹⁹ (ושמונים, וטשעים), (ואחת, ושתים, ושלוש, וארבע, וחמש, ושש, ושבע, ושמונה, ותשע)

¹²⁰ name of city or town

¹²¹ name of country

¹²² groom's Hebrew name

¹²³ Hebrew name(s) of groom's parent(s)

¹²⁴ groom's family name

¹²⁵ bride's Hebrew name

¹²⁶ Hebrew name(s) of bride's parent(s)

¹²⁷ bride's family name

¹²⁸ bride's Hebrew name

¹²⁹ bride's Hebrew name

¹³⁰ groom's Hebrew name

¹³¹ Hebrew name(s) of groom's parent(s)

וְכָךְ אָמְרוּ _____ בֶּן ¹³² _____ הַחֲתָן ו ¹³³ _____ בֵּת ¹³⁴ _____ ¹³⁵ _____
הַפְּלָה אַחֲרֵיכֵן שֶׁטָר כְּתֻבָּה זֹאת קִבְּלוּ עָלֵינוּ וְעַל יוֹרְשֵׁינוּ אַחֲרֵינוּ לְהַפְרֵעַ מִכָּל־מִיטֵב הַמְּדַת נְכָסִים
וְקִנְיָנִים שֶׁיֵּשׁ לָנוּ תַּחַת כָּל־הַשָּׁמַיִם שֶׁזָּכִינוּ בְּקִנְיָנָם וְשָׁעֲתִיד אָנוּ לְזָכוֹת בְּקִנְיָנָם, נְכָסִים שֶׁיֵּשׁ לָהֶם
אַחֲרֵיכֵן וְשָׂאִין לָהֶם אַחֲרֵיכֵן, כָּל־מָה יִהְיוּ אַחֲרָאִים וְעַרְבִים לְפָרַע מֵהֶם שֶׁטָר כְּתֻבָּה זֶה מִמֶּנּוּ וְאֶפְלוּ מִן
הַגְּלִימָה שֶׁעַל כְּתֻפֵינוּ, בְּחֵינוּ וְלֵאחֵר מוֹתֵינוּ, מִיּוֹם זֶה וְלְעוֹלָם.

וְאַחֲרֵיכֵן וְחָמַר שֶׁטָר כְּתֻבָּה זֶה קִבְּלוּ עָלֵיהֶם _____ בֶּן ¹³⁶ _____ הַחֲתָן ¹³⁷ _____
ו ¹³⁸ _____ בֵּת ¹³⁹ _____ הַפְּלָה כְּחָמַר כָּל־שְׁטָרֵי כְּתוּבוֹת שְׁנוּהֲגִים בְּבֵית יִשְׂרָאֵל
הָעֲשׂוּיִים כְּתוּבֵינוּ וְזָכוּנוּ לְבָרָכָה.

וְהַחֲתֻבּוֹ _____ בֶּן ¹⁴⁰ _____ הַחֲתָן ו ¹⁴¹ _____ בֵּת ¹⁴² _____ ¹⁴³ _____
הַפְּלָה הַדְּדִית לְבָנוֹת בֵּית בִּישְׂרָאֵל בּוֹ יִשְׁרוּ אֶהְבֶּה וְאַחֲוָה שְׁלוֹם וְרַעוּת.

וְהַסְּכִימוּ _____ בֶּן ¹⁴⁴ _____ הַחֲתָן ו ¹⁴⁵ _____ בֵּת ¹⁴⁶ _____ ¹⁴⁷ _____
הַפְּלָה שֶׁאִם יַעֲלֶה עַל לֵב אֶחָד מֵהֶם לְבַקֵּשׁ נִתּוּק קִשָּׁר הַנְּשׂוּאִין שְׁלָהֶם, אוֹ אִם כָּבַר גִּתָּק קִשָּׁר הַנְּשׂוּאִין
שְׁלָהֶם בְּעַרְכָּאוֹת הַמְּדִינָה, שִׁיּוּכֵל זֶה אוֹ זֶה לְהַזְמִין אֶת־הַזּוֹלָת לְבֵית הַדִּין שֶׁל כְּנֻסַת הַרְּבָנִים אוֹ בְּא־כָּחוֹ,
וְשִׁיצִיתוּ שְׁנֵיהֶם לְפָסֶק־דִּינוֹ כִּדִּי לְאֶפְשָׁר לְשַׁנְיָהֶם לְחִיּוֹת לְפִי דִינֵי הַתּוֹרָה.

לֹא כְּאִסְמַכְתָּא וְלֹא כְּטַפְסֵי שְׁטָרוֹת. וְקִבְּלוּנוּ קִנְיָנוֹ מִן _____ בֶּן ¹⁴⁸ _____ הַחֲתָן ¹⁴⁹ _____

¹³²groom's Hebrew name

¹³³Hebrew name(s) of groom's parent(s)

¹³⁴Hebrew name of bride

¹³⁵Hebrew name(s) of groom's parent(s)

¹³⁶groom's Hebrew name

¹³⁷Hebrew name(s) of groom's parent(s)

¹³⁸Hebrew name of bride

¹³⁹Hebrew name(s) of groom's parent(s)

¹⁴⁰groom's Hebrew name

¹⁴¹Hebrew name(s) of groom's parent(s)

¹⁴²Hebrew name of bride

¹⁴³Hebrew name(s) of groom's parent(s)

¹⁴⁴groom's Hebrew name

¹⁴⁵Hebrew name(s) of groom's parent(s)

¹⁴⁶Hebrew name of bride

¹⁴⁷Hebrew name(s) of groom's parent(s)

¹⁴⁸groom's Hebrew name

¹⁴⁹Hebrew name(s) of groom's parent(s)

ל _____ בת ¹⁵⁰ _____ הכלה ¹⁵¹ _____ ומן _____ הכלה ¹⁵² _____ בת ¹⁵³ _____ הכלה
 לְחַתֵּן _____ בֶּן ¹⁵⁴ _____ עַל כָּל-מַה-שֶּׁכָּתוּב וּמִפְרֵשׁ לְעֵיל בְּכָלֵי הַכָּשֵׁר לַעֲשׂוֹת
 בּוֹ קִנְיָן, וְהַכֵּל שְׂרִיר וְקָיָם.

נָאוּם: _____ עַד(ה)
 נָאוּם: _____ עַד(ה)

גַּם אָנוּ בְּאֵנוּ עַל הַקְּחוּם:

_____ הַקְּחוּ
 _____ הַכֵּל

הַרְבֵּה(ה) מַסְדֵּר(ת) הַקִּידוּשִׁין: _____

¹⁵⁰Hebrew name of bride

¹⁵¹Hebrew name(s) of groom's parent(s)

¹⁵²Hebrew name of bride

¹⁵³Hebrew name(s) of groom's parent(s)

¹⁵⁴groom's Hebrew name

¹⁵⁵Hebrew name(s) of groom's parent(s)

We testify that on the _____ day of the week, the _____ day of the month of _____, in the year five thousand seven hundred _____, corresponding to the _____ day of _____, _____, here in _____ in the country of _____, the groom, _____ the son of _____ of the family of _____, said to the bride, _____ the daughter of _____ of the family _____: "Be my wife according to the laws and traditions of Moses and the Jewish people. I will work on your behalf and honor, sustain, and support you according to the practice of Jewish men, who faithfully work on behalf of their wives and honor, sustain and support them. I obligate myself to give you the sum of 200 *zuzim* as the money for your *ketubbah*, to which you are entitled according to biblical law. I will provide your food, clothing and necessities, and I will live with you in marital relations according to universal custom."

And the bride _____ the daughter of _____ said to the groom _____ the son of _____: "Be my husband according to the laws and traditions of Moses and the Jewish people. I will work on your behalf and honor, sustain, and support you according to the practice of Jewish women, who faithfully work on behalf of their husbands and honor, sustain and support them. I obligate myself to give you the sum of 200 *zuzim* as the money for your *ketubbah*, to which you are entitled according to rabbinic law. I will provide your food, clothing and necessities, and I will live with you in marital relations according to universal custom."

For a total of 400 *zuzim*. They will control their property equally.

The groom _____, and the bride _____ said: "We take upon ourselves, and our heirs after us, the obligation of this *ketubbah* to be paid from the best part of all our property, real and personal, that we now possess or may hereafter acquire. From this day forward, all our property, wherever it may be, even the mantle on our backs, shall be mortgaged and liened for the payment of this *ketubbah*, whether during our lifetime or thereafter."

_____, the groom, and _____, the bride, took upon themselves all the obligations and strictures of this *ketubbah*, as is customary with other *ketubbot* made for Jewish men and women in accordance with the enactment of our sages, may their memory be for a blessing.

_____ the son of _____, the groom, and _____ the daughter of _____, the bride, agreed to build a house in which love and companionship, peace and friendship will abide.

_____ the son of _____, the groom, and _____ the daughter of _____, the bride, further agreed that should either contemplate dissolution of the marriage, or following the dissolution of their marriage in the civil courts, each may summon the other to the Bet Din of The Rabbinical Assembly, or its representative, and that each will abide by its instructions so that throughout life each will be able to live according to the laws of the Torah. This *ketubbah* is not to be regarded as mere rhetoric or as a perfunctory legal form. We have performed the act which in Jewish law makes the obligations of this document legally binding on the part of _____, the groom, to _____, the bride, and on the part of the bride, _____, to _____, the groom, with an

instrument fit for that purpose, in order to confirm all that is stated and specified above, which shall be valid and immediately effective.

_____, witness

_____, witness

Groom _____

Bride _____

Rabbi _____

Appendix Two -- An Egalitarian Marriage Ceremony

Welcoming

When the groom and the bride enter:

ברוכים הבאים בשם יהוה.

May those who have come be blessed in the name of the LORD,

If the ceremony is held in a synagogue:

ברכנוכם מבית יהוה:

We bless you from the House of the LORD.

*The groom and the bride may circle each other three or seven times, and the rabbi may say:
As you circle one another, may you become part of each other's life (or may you encircle each other with love).*

עבדו את יהוה בשמחה באו לפניו ברננה:

Serve the LORD in joy, come before (God) in rejoicing.

מי אדיר על-הכל,
מי ברוך על-הכל,
מי גדול על-הכל,
הוא יברך הַחַתָּן וְהַכֵּלָה.

May the One who is supreme in power, blessing and glory bless this groom and bride.

The rabbi greets the couple and introduces the ceremony.

Birkat Eirusin

1. ברוך אתה יי אלהינו מלך העולם, בורא פרי הגפן.

2. ברוך אתה יי אלהינו מלך העולם, אשר קדשנו במצוותיו וצונו על העריות, והתיר לנו נשואין על ידי חפה וקדושין.
ברוך אתה יי, מקדש עמו ישראל על ידי חפה וקדושין.

1. Praised are you, LORD our God, Sovereign of the universe, creator of the fruit of the vine.

2. Praised are you, LORD our God, Sovereign of the universe, whose sanctity fills our lives through *mitzvot*, who has commanded us regarding sexual propriety, forbidding relationships

with those engaged and permitting relationships sanctified with *huppah* and sacred marriage ceremonies. Praised are you, LORD, our God, who sanctifies the people Israel with *huppah* and sacred marriage ceremonies.

Presentation of Rings

The bride says to the groom:

הָרִי אֶתָּה מְקַדֵּשׁ לִי בְטַבְעֶת זוֹ כְּדַת מֹשֶׁה וְיִשְׂרָאֵל.

You are now consecrated to me with this ring according to the law of Moses and Israel.

The groom says to the bride:

הָרִי אֶתְּ אֶתָּה מְקַדֵּשׁת לִי בְטַבְעֶת זוֹ כְּדַת מֹשֶׁה וְיִשְׂרָאֵל.

You are now consecrated to me with this ring according to the law of Moses and Israel.

(As the bride and the groom recite these line, they may put the rings on a cloth and tie it together to symbolize that they are creating a shared pot. Then if they so choose at this point in the ceremony, they can take out the rings and put them on each other's fingers.)

The Ketubah is Read

Sheva Berakhot

1. בְּרוּךְ אַתָּה יי אֱלֹהֵינוּ מֶלֶךְ הָעוֹלָם בּוֹרֵא פְרִי הַגֶּפֶן:

2. בְּרוּךְ אַתָּה יי אֱלֹהֵינוּ מֶלֶךְ הָעוֹלָם שֶׁהַכֹּל בָּרָא לְכַבּוּדוֹ:

3. בְּרוּךְ אַתָּה יי אֱלֹהֵינוּ מֶלֶךְ הָעוֹלָם יוֹצֵר הָאָדָם:

4. בְּרוּךְ אַתָּה יי אֱלֹהֵינוּ מֶלֶךְ הָעוֹלָם אֲשֶׁר יָצַר אֶת הָאָדָם בְּצַלְמוֹ בְּצַלְמֵי דְמוּת תְּבַנִּיתוֹ וְהִתְקִין לוֹ מִמֶּנּוּ בִנְיוֹ עֲדֵי עַד. בְּרוּךְ אַתָּה יי יוֹצֵר הָאָדָם:

5. שׁוֹשׁ תְּשִׁישׁ וְתַגֵּל הָעַקְרָה בְּקַבּוּץ בְּנִיָּה לְתוֹכָהּ בְּשִׂמְחָה. בְּרוּךְ אַתָּה יי מְשַׂמֵּחַ צִיּוֹן בְּבִנְיָה:

6. שִׂמְחַת תְּשִׂימַח רַעִים הָאֲהוּבִים בְּשִׂמְחַתְךָ יִצִּירְךָ בְּגוֹ עֲדוֹ מְקַדֵּם. בְּרוּךְ אַתָּה יי מְשַׂמֵּחַ חֲתָן וְכַלָּה:

7. בְּרוּךְ אַתָּה יי אֱלֹהֵינוּ מֶלֶךְ הָעוֹלָם אֲשֶׁר בָּרָא שְׂשׂוֹן וְשִׂמְחָה חֲתָן וְכַלָּה גִילָה רִנָּה דִּיצִיָּה וְחֲדוּדָה אֲהֻבָּה וְאַחֲנִיָּה וְשְׁלוֹם וְרַעוּת. מְהֵרָה יי אֱלֹהֵינוּ יִשְׁמַע בְּעָרֵי יְהוּדָה וּבְחֻצוֹת יְרוּשָׁלַיִם קוֹל שְׂשׂוֹן וְקוֹל שִׂמְחָה קוֹל חֲתָן וְקוֹל כַּלָּה קוֹל מְצַהֲלוֹת רַעִים אֲהוּבִים מְחַפְתָּם וְנִנְעָרִים מְמַשְׁתָּה נְגִינָתָם. בְּרוּךְ אַתָּה יי מְשַׂמֵּחַ חֲתָן עִם כַּלָּה:

1. Praised are you, LORD, our God, Sovereign of the universe, who creates the fruit of the vine.
2. Praised are you, LORD, our God, Sovereign of the universe, who created all for your glory.
3. Praised are you, LORD, our God, Sovereign of the universe, creator of humanity.
4. Praised are you, LORD, our God, Sovereign of the universe, who created man and woman in your image, after divine likeness, that they may perpetuate life. Praised are you, LORD, creator of humanity.
5. May Jerusalem rejoice as her children are restored to her in joy. Praised are you, LORD, source of joy for groom and bride.
6. Grant perfect joy to these beloved friends even as you brought joy to the first husband and wife in Eden's garden long ago. Praised are you, LORD, source of joy for groom and bride.
7. Praised are you, LORD, our God, Sovereign of the universe, who has created joy and happiness, groom and bride, delight, song, gladness and laughter, love and harmony, peace and companionship. May it be soon, LORD, our God, when the voices of joy and happiness, the voices of bride and groom, the jubilant voices of loving companions beneath the huppah, the voices of young people celebrating and singing, be heard in the towns of Judah and in the squares of Jerusalem. Praised are you, LORD, who inspires the groom and the bride to rejoice together.

The ceremony concludes with the breaking of a glass.

Appendix Three

תנאי בקידושין The Prenuptial Agreement

This document is to be completed and signed by the couple and their witnesses prior to the wedding ceremony. A copy shall be kept by the officiating rabbi, with the original returned to the couple together with their other marriage documents.

This is to certify that on the _____ day of the month of _____ in the year _____, corresponding to the _____ day of the month _____, in the year _____ in the _____ of _____, the groom, _____ and the bride _____ of their own free will and accord entered into the following agreement with respect to their intended marriage:

“If our marriage should be terminated by decree of the civil courts and if by expiration of six months after such a decree, a divorce according to the laws of Moses and the people of Israel has been issued, then our betrothal and our marriage will have remained valid and binding; But if our marriage should be terminated by decree of the civil courts and if by expiration of six months after such a decree a divorce according to the laws of Moses and the people of Israel has not been issued, then our betrothal and our marriage will have been null and void.”

Signature of the Groom:

Signature of the Bride:

We the undersigned duly constituted Bet Din witnessed the oral statements and signatures of the groom and bride.

Rabbi:

Witness:

Witness: