Egalitarian Kiddushin and Ketubbah


She’elah (She’elah -- 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?

Teshuvah (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

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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.

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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 Conservative/Masorti spirituality, as I wrote in my teshuvah on women and mitzvot, approved by the CJLS in 2014:

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

\(^3\)https://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 ketubbah 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 ketubbah because we aspire toward the sacred. Rather than rejecting rabbinic forms or worse, employing them pro forma

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 ketubbah 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
דארוריתא 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 ketubbah 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 ketubbah 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,

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 נישא אשה or ליהל אשה, presuppose that the man initiated the marriage process and that marriage was the acquisition of the bride by the groom. 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).

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. 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.

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

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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.


11Let two examples in the realm of marriage demonstrate this: the legal institutions of און ברזל, property that a wife brings into marriage which the husband may use but is responsible for making good any loss, and נכס מלח, 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 sôn barzel,” Israel Exploration Journal 5 (1955), 89-92; and Rabbi Baruch A. Levine, “MULÜGU/MELÜG: 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.

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. 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.


3. Rabbinic Marriage: The Rabbinic Ketubbah

The rabbis assumed the existence of ketubbot, Jewish marriage contracts.\(^{15}\) Rabbinic ketubbah 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 Shetah, 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:

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:

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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).
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 Shetah 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 Shetah 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 Shetah, 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. The initial reason for a change is that men would not marry because they were not...
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 Shetah 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

Shimon ben Shetah’s edict was to encourage men to marry, but in the baraita’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 baraita. See Bernard S. Jackson, “Problems in the Development of the Ketubbah Payment: The Shimon ben Shetah 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 baraita 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)

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 men 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 woman 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 woman 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.

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 *לה, ילדה, כלותא* Hebrew, “the” bride. No distinction is drawn about her personal status, whether as a virgin, single woman, widow, convert, divorcee, etc. The 1983 teshuvot of the CJLS debated the propriety of calling the first-time bride *בתולתא* “the first-time bride”.

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19 As 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 *ketubbah* from the Cairo Geniza demonstrates the flexibility in the text of the *ketubbah*.
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 -- kesef tzuri, as opposed to kesef
medinah (the latter being one half the value of the former). This statement is made explicitly by the
Helkat Mehokok, 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 kesef 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
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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
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and Morris M. Shapiro, "The Text of the Ketubbah" EH 66:6.1983a
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the two transactions between the bride and the groom do not cancel each other out.\textsuperscript{21} There are two proofs for this in the traditional form of the ketubbah: a) the bride’s \textit{nedunya} does not negate the amount set aside by the groom for her, and her \textit{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 \textit{ketubbah} through \textit{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.\textsuperscript{22}

3. The additional amounts added to \textit{ketubbah}, namely, the \textit{nedunya}, traditionally given by the bride and consisting of money and household items, and the \textit{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 \textit{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 \textit{ketubbah} amounts that both the groom and the bride have brought.

5. I have added the phrase \textit{יישלב נכסים שוה בשוה}, “they will control their property equally,” a phrase used in \textit{tenaim}.\textsuperscript{23}

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

\textsuperscript{21}The \textit{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.

\textsuperscript{22}It is intriguing that Rabbi Moshe Feinstein does not name the legal action of \textit{halifin} as his reason for prohibiting a double ring ceremony in his teshuvah discussed later in this teshuvah. If \textit{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, \textit{halifin} is a “red herring”. (Personal communication from Rabbi Jane Kanarek) In fact, \textit{halifin} refers to an exchange though 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 \textit{kiddushin} and purchased the ring which he then gave to her as part of \textit{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.

\textsuperscript{23}The earliest usage of this phrase that I have found is Nahalat 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.

\textsuperscript{24}The Aramaic phrase \textit{ואשוון} is based on the wording of ketubbot from the Cairo Genizah. See Friedman, \textit{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.\textsuperscript{25} A recognition of that was reflected in the removal in the 1987 Rabbinical Assembly \textit{ketubbah} of the reference to compensatory damages laid against the groom that was in the original Lieberman clause.\textsuperscript{26} In the \textit{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.\textsuperscript{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.


\textsuperscript{26}A new \textit{ketubbah} 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” (ותת הליה אברהם ואשתו השתיימה והמתנה לכותא, ותת הליה אברהם ואשתו השתיימה והמתנה לכותא). See \texttt{<https://www.rabbinicalassembly.org/sites/default/files/assets/public/halakhah/teshuvot/19861990/newketubbah.pdf>}

\textsuperscript{27}The Joint Bet Din of the Conservative Movement deals with cases of \textit{get} refusal by employing the legal means of \textit{hafka'at kiddushin} or the concept of \textit{mekah ta'ut}. For the basis for using \textit{hafka'at kiddushin}, see Rabbi David Aronson, “Kedat Moshe Veyisrael,” in \textit{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 dayyanim has ever inquired as to whether the \textit{ketubbah} in a case before the Bet Din has included the Lieberman clause, and only one mesadder gittin has ever mentioned it.)
9. The ketubbah text is formulated in both Aramaic and Hebrew versions.28 The 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: שיחוקין, shiddukhin, engagement;ีירוסין, eirusin, betrothal; and נישואין, nisuin, nuptials.30 It must 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

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


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

29 See <https://hebrew-academy.org.il/topic/hahlatot/missingvocalizationspelling/>. One Hebrew term deserves special mention:עולם bracha lacks the definite article for because the definite is often omitted with this word, as in ו של עולם and וברא 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.)


31 It should be noted that there could be some formal legal agreement (תנאים, tenaim) associated with שיחוקין, 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)

32 Scholars 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.

33 The 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.
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 married and the festivities 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 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:

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. The woman was not being purchased or sold the way property was. 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


36The debate over the coinage is not presented as a rabbinic reform of marriage. By contrast, the act undertaken by Shimon ben Shetah is depicted as a change from what had been practiced before.
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.\(^{37}\)

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:

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

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

\[
\text{If he is counting [out the coins] and dropping them in her hand one by one, she may change her mind until he finishes. (t. Kiddushin 2:9-10)}
\]

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

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\(^{37}\) The 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.\(\text{b. Kiddushin} 12\text{b}\) See Michael L. Satlow, *Jewish Marriage in Antiquity* (Princeton: Princeton University Press, 2001), 79 and 298 n. 74.

\(^{38}\) An 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.\(\text{Babylonian Talmud Kiddushin 23a}\) 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.
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.

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:

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.

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

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:

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 רба חמש מניניו דקרא והמה מנינין דקרא והמה כה (ודקרא כה, הכ) ומכר ממאוהות בפומרי
תלדה והמה חמה חמה (דברים כב, י, כו יקה בפלת תלח תלח)

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.

אל אמר רמה הלמה גננה ואסמסנה רבע אקרא ואכירע עאמה החמה נמי כהה (רמיהו ל, יא)
ואקה 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.\textsuperscript{41} That does not mean that the metaphor of acquisition lacks consequence, but here it is not the metaphor that 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.\textsuperscript{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 \( ק־ד־ש \), “to sanctify” with the meaning “to designate for a special status,” rather than the verbal root \( פ־ר־ק \), “to acquire.” Rabbi Gail Labovitz argues that while the root \( ק־ד־ש \) 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.\textsuperscript{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

\textsuperscript{41}This 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, \textit{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, \textit{Marriage Gifts and Social Change}, 3.

\textsuperscript{42}Rabbi 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.  

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, "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, "I am my beloved’s, and my beloved is mine". The presentation of a ring and declaration by the bride has met with opposition.

Rabbi Moshe Feinstein, for example, prohibits double ring (and declaration) ceremonies. He calls the bride’s act and statement, "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, 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, "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. The CJLS debated this and other matters regarding...

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44 Feinstein 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.

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

46 Klein, *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.

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

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 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.)"
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 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.

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, but the process of historical

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

1. The betrothal blessing was originally recited during the celebratory meal in Babylonian Jewish communities. 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. 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 “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. 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. The text that appears in the Babylonian Talmud Ketubbot 7b-8a is the one that became normative, but other versions were in circulation. I have modified the final berakhah in the Sheva Berakhot slightly, changing “the jubilant voices of

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50 Azriel Hildsheimer, "הלכות ברחת אירוסין וنكדושין", Sinai 10 (1942): 107-119; Satlow, Jewish Marriage in Antiquity, 164. The blessings are found in Babylonian Talmud Ketubbot 7b.

51 The 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 קדשה ביצתינו וציון על הפורים אסרו לנו ול歳 החברות אין הפורים, 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, שמות היהודים: ספרי אירוסין וنكדושין במקורות חלולים (Tel Aviv: Hakibbutz Hameuhad, 2004), 151-153.

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

53 See Satlow, Jewish Marriage in Antiquity, 63-66.
grooms beneath the huppah” to “the jubilant voices of loving companions beneath the ԩѸѿ”, to fit an egalitarian conceptualization.\textsuperscript{54}

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 תְנַנִּיא בְּכִידֻשִּׁין, a condition on the marriage, in appendix three.\textsuperscript{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.\textsuperscript{56}

**Scott 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.

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\textsuperscript{54} Other 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 Create an Egalitarian Jewish Wedding Ceremony within the Traditional Framework of Kiddushin,” *Conservative Judaism* 63, 3 (2012), 32-41.


\textsuperscript{56} Special 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)**

| 1 | ב | קַשְׁנַת בַּיָּמִים שֶׁבֶּן מַאָת | 2 | הָּלַחְנָה | 3 | שְׂעַת תִּפְפָּת | 4 | בַּכּוֹרִית | 5 | בָּאִירָה | 6 | בְּיָהְרוֹפָא | 7 | בַּת | 8 | לִבּ | 9 | בַּר | 10 | בַּת | 11 | לִבּ | 12 | בַּר | 13 | אֶפֶרֶת הַלְּלֶדֶת | 14 | בֵּית | 15 | בֵּית | 16 | בֵּית |
| סֵכֶל וּזְרָא אָרְבָּעָה | מַאָט | יָשָׁקְרֵנִים | שְׁנֵהָ | יָשָׁקְרֵנִים |
| אִישָּה בְּכֶסֶפִּים | זְרוֹעַ בְּכֶסֶפִּים |

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1. day of Hebrew month, as follows:
   - אָדָא, שָנָא, שְׁלֵשִׁי, רְבֵיעָא, חָמִישָא, שְׁשָא

2. Hebrew month

3. name of city or town

4. name of country

5. groom’s Hebrew name

6. Hebrew name(s) of groom’s parent(s)

7. groom’s family name

8. bride’s Hebrew name

9. Hebrew name(s) of bride’s parent(s)

10. bride’s family name

11. Hebrew name(s) of groom’s parent(s)

12. groom’s Hebrew name

13. Hebrew name(s) of bride’s parent(s)
17 groom’s Hebrew name
18 Hebrew name(s) of groom’s parent(s)
19 bride’s Hebrew name
20 Hebrew name(s) of bride’s parent(s)
21 groom’s Hebrew name
22 Hebrew name(s) of groom’s parent(s)
23 bride’s Hebrew name
24 Hebrew name(s) of bride’s parent(s)
25 groom’s Hebrew name
26 Hebrew name(s) of groom’s parent(s)
27 bride’s Hebrew name
28 Hebrew name(s) of bride’s parent(s)
29 groom’s Hebrew name
30 Hebrew name(s) of groom’s parent(s)
31 bride’s Hebrew name
32 Hebrew name(s) of bride’s parent(s)
33 groom’s Hebrew name
34 Hebrew name(s) of groom’s parent(s)
35'bride’s Hebrew name
36'Hebrew name(s) of bride’s parent(s)
37'bride’s Hebrew name
38'Hebrew name(s) of bride’s parent(s)
39'groom’s Hebrew name
40'Hebrew name(s) of groom’s parent(s)
Aramaic (without pointing)

ב לבריאת 44 אות במשה ב לודשת 43 ב מלפני שנתיים כאו ב
ולבדת 45 ב אָרְכָּה 41 ב והCadastro ב בת אֲדוֹן יְשַׁעְיָהוּ יִפְתַּח בַּשָּׁבָט ב
שם 42 ב שָׁבָט ב בס المهנה ב בת פָּרָשָׁה ב בת לְךָ ב
ואל לו תלאו כלת מי וישראל אוסר ואורינוס ויقلق כחלמות נברים
יתרנין פָּרָשָׁה ומקירים ואתו המפרנסים לשעתו בקושטא בוורונה יִלָּךְ כמותך והמי ימות
ליפי מדוריהויהו חושכית ומשכרכי ומשכים לותיכ הכותרת כ אחר

וינין מתplementation חווטיקה ומשכרכי ומית לותיכ הכותרת כ אחר

כ כל זה אברננ מאת. ישלחו בכסים מה שתחו.
אמרה מרג' 59 חותמ' דנ' ומרת' 58
ולחרות שמר חתונתא דא קבלתא על' הירגה ברכה
לשתיער מככ סימן קניינין דאיא להנה' חותמ' סימנה דקינה ותרעתא אנס' למקנה
בכッシ' דאיא להנה'חרותודל' חותמ' ידוה'חרʾאיא ועבראיכ' ספרתא מככ' שמר
חתונתא דא מן יApellido' מ נלמא' דעל' בתפמא' באיזננה'モノ מ ירמא דנ' וולעל.

60 חותמ' ר

61 המרנה והיום שמר חתונתא דא קבלתא על' חותמ' ר

62 דעגית' ביבת יישארל העשויין חתומ' חכמיון וכ الجمعة

63 חותמ' מ

64 כיושן מך

65 חותמ' דנ' ומרת' 66

66ckettא דא כחפומ' כמל' שנה' חותמ' שמר.

67 אמרה מרג' 68

68 חותמ' ר

69 העביה מרג' 70

70 חותמ' דנ' ומרת' 69

71 אמרה מרג' 72

72ケットא דא דאן ייסק אדעתא דחד' חותמ' שמר דה ירשא איס נוה' חותמ' שמר.

73 העביה מרג' 74

74 חותמ' דנ' ומרת' 73

75CKETA דא דאן ייסק אדעתא דחד' חותמ' שמר

 Yöneta דא דאן ייסק אדעתא דחד' חותמ' שמר

겠ית' ביבת יישארל העשויין חתומ' חכמיון וכ الجمعة

גיושן מך

כCKETA דא דאן ייסק אדעתא דחד' חותמ' שמר

זכרית' ביבת יישארל העשויין חתומ' חכמיון וכ الجمعة

]string:

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
<table>
<thead>
<tr>
<th>Hebrew name(s) of bride’s parent(s)</th>
<th>Hebrew name(s) of bride’s parent(s)</th>
<th>Hebrew name(s) of groom’s parent(s)</th>
<th>Hebrew name(s) of groom’s parent(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>נאום</td>
<td>נאום</td>
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<tr>
<td>חתן</td>
<td>חתן</td>
<td>חלハイ</td>
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<tr>
<td>חלハイ</td>
<td>חלハイ</td>
<td>נאום</td>
<td>נאום</td>
</tr>
</tbody>
</table>

הרב(ה) מוסר(ת) הכחותה:

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)

81 day of Hebrew month, as follows:

82 Hebrewnames
83 Hebrew month
84 name of city or town
85 name of country
86 groom’s Hebrew name
87 Hebrew name(s) of groom’s parent(s)
88 groom’s family name
89 bride’s Hebrew name
90 Hebrew name(s) of bride’s parent(s)
91 bride’s family name
92 groom’s Hebrew name
93 Hebrew name(s) of groom’s parent(s)
嬖מה אמר: הכלה את הוריה של חתונה את ממולים עליה של חתונה את оборיה של חתונה את ממולים. כולם שים עליה כל שמים שנזכרים ושים עליה כל השמות שנזכרים ושלום עליה כל השמות של השם יתברות עליה כל השמות של השם יתברות. השם של החתן והשם של הבת הםتابוה זאת קבלו עליה אחריות שטרותיהם ויש להם אחריות, ושם ויש להם אחריות, ושם ויש להם אחריות, ושם ויש להם אחריות. והם יהיו אחראים וعربים לשלו, ועל יורשי(instruction) אחריות שטרותיהם ויש להם אחריות, ושם ויש להם אחריות, ושם ויש להם אחריות, ושם ויש להם אחריות. ושם ויש להם אחריות, ושם ויש להם אחריות, ושם ויש להם אחריות. והם יאשרו אהבה ואחווה של אחד ואחרי: דודים לברך את משואינים שלהם, או אם הם לבקש מה:Hו גבר או אישה, שיווה או זה או זו להזות את הזולת לבית הדין של הוריה של השם יתברות. והם לחיות لأن חסידים לא יטושו חסידים ולא יטושו חסידים ולא יטושו חסידים ולא יטושו חסידים.
לכל זה שבתת ומקורות על בפתח הכשר להושת וב
כון, הכהל שונים ואו.

נואם: _____________________________
נואם: _____________________________

גמ אב נבון על החתונות:

החתון: ___________________________
הכהל: _____________________________

הרב(ה) מוסר(ת) הקדוש: ___________

114 groom’s Hebrew name
115 Hebrew name(s) of groom’s parent(s)
Levirat hatola לברירת הוללה שאמנה מים ואה

היכל על היכל

כותרת לברירת הוללה שאמנה מים ואה

לא ישא בהכלה עד מישל ואבה איבד וברכה

אין לאשה בהכלה עד מישל ואבה איבד וברכה

קנברを作る אל כתריה יוחנן יוספוק אפרים זכריה

בראשון בן מעותיהם בביתו וophysicalו יוספוק אפרים זכריה

شب閱讀יו הקדושים יוספוק אפרים זכריה

 Validates Reading on קבליות קְסִפּוּק אַפָּלִים ההודיו

 khỏi קיבלו

שק מתאריכ וצדוק ויושב בקפיטים שועה בשלום.

116 day of Hebrew month, as follows:
117 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st.
118 day of Hebrew month
119 name of city or town
120 name of country
121 Hebrew name(s) of groom’s parent(s)
122 groom’s Hebrew name
123 name of city or town
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 groom’s Hebrew name
130 Hebrew name(s) of groom’s parent(s)
כתו של הכהן הנני וגדודי לבנות בת בישהא茂 וירה יהבא וֹּלְעָּדָת.

לַאֵכְסְפִּיקְמֵהּ לִרְאָא חָסְפּּיָּרַה. קַבֶּלֵנוּ שָּנִי מַגָּרִים נָּגְמִים בָּתָּהּ לָכֶלֶת הֵמוּלֹר לַכְּפַרְלִים לִשְׁנֶנִים לְךִיִּלֵעְשׁוּת.
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:

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

If the ceremony is held in a synagogue:

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).

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

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. 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**

*When a tenai bekiddushin is agreed to, the rabbi asks:*

Do you enter this marriage according to the laws of Moses and the people of Israel and the conditions you have undertaken?

*The bride and the groom answer:*

Yes.

*The bride says to the groom:*

ָרְיָא אָתָה מַמְּדֶּשׁ לְיָבֵשֵׁת וְלִכְרֵדֶת מַלְשֶׁה יִשְׂרָאֵל.

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

*The groom says to the bride:*

ָרְיָא אָתָה מַמְּדֶּשׁ לְיָבֵשֵׁת וְלִכְרֵדֶת מַלְשֶׁה יִשְׂרָאֵל.

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 Ketubbah is Read**

**Sheva Berakhot**

1. ברוך אתה הכתרת מלך העם מאריך ימים.
2. ברוך אתה הכתרת מלך העם שמחת בריות.
3. ברוך אתה הכתרת מלך העם זextrême זכרת עולם.
4. ברוך אתה הכתרת מלך העם אני רוח ג캄לתי נקטה ביכולתי להקינתי למקימה בסירה.
5. שמה שהישועות הם אקדתי חכמה נברת עיניי לחרושת עשתה. ברוך אתה ומשמת ציווי бесכה.
The ceremony concludes with the breaking of a glass.
Appendix Three

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: