

SA EH:119.6.2022  
Rabbi Pamela Barmash

### ***Egalitarian Divorce and Gittin***

*Approved on December 7, 2022 by a vote of 16-0-4. Voting in favor: Rabbis Aaron Alexander, Jaymee Alpert, Pamela Barmash, Emily Barton, Suzanne Brody, Nate Crane, Elliot Dorff, Barry Leff, Amy Levin, Daniel Nevins, Avram Reisner, Tracee Rosen, Rachel Safman, Robert Scheinberg, Mordecai Schwartz, Deborah Silver. Voting against: None. Abstaining: Rabbis David Fine, Judith Hauptman, Joshua Heller, Micah Peltz.*

#### **שאלה (Question)**

If a heterosexual Jewish couple married in an egalitarian *kiddushin* ceremony with an egalitarian *ketubbah* and then later were to decide to divorce, how may they divorce through an egalitarian divorce process?

#### **תשובה (Response)**

This teshuvah is a follow-up to my teshuvah on egalitarian *kiddushin* and *ketubbah*,<sup>1</sup> and the goal of this teshuvah is to present an egalitarian method for divorce and a text and procedural ceremony for a get for those marriages created through a fully egalitarian ceremony and recorded in a fully egalitarian *ketubbah*.<sup>2</sup> Just as reimagining *ketubbah* and *kiddushin* in an egalitarian key emerges from our spiritual ideals and our ethical values as well as from a new social pattern and socio-economic reality, so too this is the case for divorce and *gittin*. The way our halakhah responds is one more example of the vitality of Jewish religious life and of our love for God, Torah, and the Jewish people.

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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. Individual rabbis, however, are authorized to interpret and apply halakhah for their communities.*

<sup>1</sup>See my teshuvah on egalitarian *ketubbah* and *kiddushin*  
<<https://www.rabbinicalassembly.org/sites/default/files/2020-03/Egalitarian%20Kiddushin%202020%20final.pdf>>.

<sup>2</sup>By an egalitarian wedding ceremony and an egalitarian *ketubbah*, I mean a wedding ceremony in which both husband and wife make a reciprocal act of *kiddushin* and a *ketubbah* in which both husband and wife make equal commitments. Such is the case with the wedding ceremony and *ketubbah* in my teshuvah on egalitarian *ketubbah* and *kiddushin*. However, wedding ceremonies incorporating well-intentioned non-legal language in order to shift attention away from a non-egalitarian concept of *kiddushin* (such as having the bride recite לו ואני לי דודי לי ואני לו “My beloved is mine and I am his” or other such wording under the principle that whatever the bride says is of no significance) or a *ketubbah* in which a vernacular translation elides (and possibly misrepresents) the Hebrew or Aramaic text and/or in which the bride does not make an equal commitment are not.

My teshuvah is organized in this way: First, I will discuss traditional Jewish divorce and how Conservative/Masorti Judaism has tried to deal with the inequities inherent in traditional Jewish divorce. Then, I will explain why I believe that every Jewish marriage, whether egalitarian or traditional, should be *kiddushin al tenai*. Lastly, I will also explain my general approach to halakhic decision-making and present a method for egalitarian divorce and a text for an egalitarian *get*.

### **A. How the Conservative/Masorti Movement has Addressed the Issues with Traditional Jewish Divorce**

In marriage effected through traditional *kiddushin*, without the intervention of a *beit din*, only the husband has the right to initiate the process of extending a *get*.<sup>3</sup> With the *get*, he releases his wife with the words “You are now permitted to any man”. This unidirectional nature of divorce may lead to the problematic situation of a woman whose ex-husband does not extend a *get*, thereby preventing her from marrying again. (If she enters into a sexual relationship with another man without a *get*, her act constitutes adultery.) While some men may not be able to initiate a *get* due to mental illness or because they have disappeared and their death cannot be corroborated, other men have refused to grant their ex-wife a *get* because of vindictiveness and/or extortion. Even in the scenario of an amicable divorce, Jewish divorce ritual is inherently demeaning to women who are reduced to the passive party, in contrast to civil procedure. A woman going through an amicable divorce may still be shocked by what happens in a traditional Jewish divorce, that her husband is “setting her free,” without any reciprocal statement on her part. The woman has no right to initiate or stop a *get*. She need not even be aware that the *get* is

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<sup>3</sup>M. Yevamot 14:1. For an overview, see גט, אינסטיקלופדיה תלמודית, Rabbi Michael Baris, של “המטפיזיקה של הגט” Diné Yisrael 30 (2015), pp. 43-90; Rabbi Judith Hauptman, *Rereading The Rabbis: A Woman’s Voice* (Boulder: Westview Press, 1998), pp. 102-129. The reason the husband has the sole right to issue the *get* is that the traditional conceptualization developed in a cultural context in which males were privileged. While one might argue that prerogative of the husband to issue a divorce developed through midrash on Deut 24:1, the superior status of husbands in marriage in general and in the divorce process is the case in non-Israelite and non-Jewish societies that, of course, did not base their law on the Bible. See Avi Shveka, “The Bible and the Sources of Jewish Law,” in *The Oxford Handbook of Biblical Law* (ed. Rabbi Pamela Barmash; Oxford: Oxford University Press, 2019), pp. 385-408, esp. 398-401, as well as Shalom Holtz, “To Go and Marry Any Man That You Please’: A Study of the Formulaic Antecedents of the Rabbinic Writ of Divorce,” *Journal of Near Eastern Studies* 60 (2001), pp. 241–258.

being issued (through *get zikkui*) and may only be informed afterwards.<sup>4</sup> She may appeal to a mesadder gittin and/or a beit din for assistance if she does not receive a *get* in case of divorce, and, despite their good intentions, the effectiveness of the messader gittin or a beit din in importuning or sanctioning the (ex-)husband is far from sure.<sup>5</sup>

This fundamentally unequal process has prompted the Conservative/Masorti movement to promote four methods of solving this problem (and happily, at least two of these work well and effectively):

1) The proposal of Rabbi Louis Epstein: In publications starting in 1930, Rabbi Louis Epstein, chair of the Jewish Law Committee from 1936-1940 (as the CJLS was then called), advocated for the husband authorizing the wife in advance to act as his agent for the purpose of commissioning a mesadder gittin to write a *get* under certain conditions.<sup>6</sup> Many rabbis of the Rabbinical Assembly supported this method, but because of the opposition of faculty members of the Jewish Theological Seminary and members of the Orthodox rabbinate, Rabbi Epstein's proposal was not implemented.<sup>7</sup>

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<sup>4</sup>E.H. 119:6. Rabbi Benzion Bergman, aware of the problems with the traditional *get* process and the approaches that sidestep them without tackling them directly, wrote a teshuvah about the wife appointing an agent to receive the *get* as a way of investing the wife with some agency as part of the *get* delivery process, "On Restoring the Shaliah L'Kabbalah," *Proceedings of the Committee on Jewish Law and Standards of the Conservative Movement 1991-2000* [New York: The Rabbinical Assembly, 2001], pp. 741-750.

<[https://www.rabbinicalassembly.org/sites/default/files/public/halakhah/teshuvot/19912000/bergman\\_shaliachkabbalah.pdf](https://www.rabbinicalassembly.org/sites/default/files/public/halakhah/teshuvot/19912000/bergman_shaliachkabbalah.pdf)> In the process of shali'ah lekabbalah, the wife appoints עדי קיום in contrast to a beit din appointing עדי ראיה for *get zikkui*. The Joint Beit Din, it should be noted, utilizes *get zikkui*, but has not (yet) followed Rabbi Bergman's call for using shali'ah lekabbalah.

<sup>5</sup>Rabbi Mordecai Akiva Friedman traces the use of a rare and intermittently used clause in the *ketubbah* used in antiquity and the geonic period that allowed a wife to appeal to a beit din to take action to terminate a marriage, *Jewish Marriage in Palestine: A Cairo Genizah Study* (Tel-Aviv: Tel-Aviv University, 1980), 2.312-346. That Jewish women were appealing to non-Jewish courts for relief already in the Talmudic era is evidenced by the discussion in b. Gittin 88b. See also the appeal by Jewish women to sharia courts in a later period, which provided them with outcomes superior to those available in Jewish courts, Oded Zinger, "She Aims to Harass Him": Jewish Women in Muslim Legal Venues in Medieval Egypt", *AJS Review* 42 (2018), pp. 159-192.

<sup>6</sup>Rabbi Louis Epstein's writing explaining his proposal may be found in *Proceedings of the Committee on Jewish Law and Standards of the Conservative Movement 1927-1970 [Volume Two: The Agunah Problem]* [ed. Rabbi David Golinkin; Jerusalem: The Rabbinical Assembly, 1997], 2. 619-673, 694-695; Rabbi Louis Epstein, לשאלת העגונה (New York: n.p., 1940).

<sup>7</sup>See *Proceedings of the Committee on Jewish Law and Standards of the Conservative Movement 1927-1970 [Volume Two: The Agunah Problem]*, materials supportive, pp. 674-678, 680-689, 696-697, 698-708, 718, and critical, pp. 690-693, 709-711. Most of these as well as responses from a number of rabbinic authorities are collected in Rabbi Louis Epstein, לשאלת העגונה (New York: n.p., 1940).

2) The Lieberman clause.<sup>8</sup> The Lieberman clause, originally suggested by Rabbi Max Arz and then drafted by Rabbi Saul Lieberman, was designed to prompt a secular court to impel a divorcing husband to have a *get* issued.<sup>9</sup> There have been conflicting opinions as to whether a secular court would enforce the Lieberman clause<sup>10</sup> and, therefore, it was modified in the 1989 version of the Rabbinical Assembly *ketubbah*: the penalties that might be levied on a recalcitrant ex-husband by a secular court were omitted. In 1991, the Joint Bet Din of the Conservative Movement recommended that the bride and groom should each acknowledge in writing, in a “Letter of Intent,” that they are bound to abide by the instruction and decision of the Joint Beit Din of the Conservative movement with respect to the dissolution of the marriage under Jewish law.<sup>11</sup> I have served as a dayyan on the Joint Beit Din of the Conservative Movement since 2008,

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<sup>8</sup>The Lieberman clause is found in “Report of the Joint Law Conference of 1953,” *Proceedings of the Committee on Jewish Law and Standards of the Conservative Movement 1927–1970 [Volume Two: The Agunah Problem]*, 2.783-837. (For an account of Orthodox involvement in, and reaction to, Rabbi Lieberman’s proposal, see Marc B. Shapiro, *Saul Lieberman and the Orthodox* [Scranton: University of Scranton Press, 2006], pp. 44-46.)

<sup>9</sup>The Lieberman clause was meant to be prescriptive, that is, a civil court would force the ex-husband to heed the summons of the Beit Din mentioned in the clause. In the versions of the *ketubbah* I included in my teshuvah on egalitarian *kiddushin* and *ketubbah*, I have modified it 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. It should be noted as well that 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 has been modified to reflect this. See <<https://www.rabbinicalassembly.org/sites/default/files/2020-03/Egalitarian%20Kiddushin%202020%20final.pdf>>.

<sup>10</sup>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), pp. 35-42; Rabbi Yaacov Feit and Michael A. Helfand, “Confirming Piskei Din in Secular Court,” *Journal of Halacha and Contemporary Society* 61 (2011), pp. 5-27. Besides the well-known case in New York State courts of *Avitzur v. Avitzur*, there was a case, *B. v. B.*, also in New York State courts, where the admonition of a judge in a preliminary injunction resulted in the *get* being issued by the ex-husband. Importantly, it should be noted that the Lieberman clause has been enforced in Canadian courts: see Rosalie Jukier and Shauna Van Praagh, “Civil Law and Religion in the Supreme Court of Canada: What Should We *Get* Out of *Bruker v. Marcovitz?*” *Supreme Court Law Review (Canada)* 43 (2008), pp. 381–411; John C. Kleefeld and Amanda Kennedy, “A Delicate Necessity: *Bruker v. Marcovitz* and the Problem of Jewish Divorce,” *Canadian Journal of Family Law* 24 (2008), pp. 205–82.

<sup>11</sup>The wording of the Letter of Intent was carefully worked out in order to ensure its legal viability in American courts. See the information on the Rabbinical Assembly website <<https://www.rabbinicalassembly.org/practical-rabbinics/lifecycle/marriage/ketubotcertificates>>. I am not aware of any court case in which the Letter of Intent was upheld (although it is possible that reminding a couple during the process of divorcing that it was signed has had the salutary effect of prompting the issuance of a *get*).

and I have noted that none of the dayanim on the Joint Beit Din have ever inquired as to whether a Lieberman clause was included in the *ketubbah* during its deliberations.

3) Declaring a marriage annulled through *hafka 'at kiddushin*: This method is used by the dayanim of the Joint Beit Din of the Conservative Movement, who consider whether the ex-husband is in fact refusing to issue the *get* and cannot be persuaded to do so and therefore the Joint Beit Din must effect *hafka 'at kiddushin*.<sup>12</sup> They may also consider whether the marriage constituted a *mekah ta'ut*, a marriage entered into under false pretenses.

4) *Kiddushin al tenai*: One other option that has been approved by the CJLS is putting a condition on the marriage<sup>13</sup> so that if a *get* is not issued within six months of the civil divorce, the marriage automatically dissolves.<sup>14</sup> I incorporated a prenuptial declaration of *kiddushin al tenai* for egalitarian marriages, a condition on the marriage issued by both husband and wife, in Appendix Three of my teshuvah on egalitarian *ketubbah* and *kiddushin*.

In the case of a divorce, a *get* is the preferred option. But when a marriage created by traditional *kiddushin* where the husband refuses or cannot issue a *get*, the procedures of *hafka 'at kiddushin* and *mekah ta'ut* authorized by the Joint Beit Din and of *kiddushin al tenai* are effective at preventing a woman from becoming an agunah.<sup>15</sup> The problem of agunah has been solved by implementing these halakhic procedures. But since there may be hostilities and emotional

<sup>12</sup>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. It must be emphasized that the Joint Beit Din’s actions are not based on the Lieberman clause. The noted scholar of contemporary halakhah, Avishalom Westreich, analyzes *hafka 'at kiddushin* and calls upon Orthodox rabbinic authorities to adopt its use in *הזכות לגירושין: גירושין ללא אשם במסורת היהודית* (*No-Fault Divorce in the Jewish Tradition*; Jerusalem: Hamekhon hayisraeli ledemokratyah, 2014) and *Talmud-Based Solutions to the Problem of the Agunah* (The Agunah Research Unit, University of Manchester; Manchester: Deborah Charles, 2012).

<sup>13</sup>This is distinct from the conditions on a marriage that are invalid. Those (invalid) conditions are of a financial nature, as detailed, for example, in b. Kiddushin 6b ff.

<sup>14</sup>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>> Avishalom Westreich also analyzes *kiddushin al tenai* and calls upon Orthodox rabbinic authorities to adopt its use in *Talmud-Based Solutions to the Problem of the Agunah*.

<sup>15</sup>While these methods are currently being used only in the Conservative/Masorti movement, they could theoretically be used in other streams. A recent article analyzes the reluctance of (Orthodox) rabbinic courts in Israel to utilize *hafka 'at kiddushin*: see Avishalom Westreich, “The Gatekeepers of Jewish Family Law: Marriage Annulment as Test Case,” *Journal of Law and Religion* 27 (2011), pp. 329–58.

turmoil for years, even decades, before a case of *get* refusal reaches the Joint Beit Din — only once the Joint Beit Din receives the case is the process generally smooth — *kiddushin al tenai* is useful and effective because it provides for the automatic dissolution of the marriage: if a *get* is not extended within six months of the civil divorce, the marriage is dissolved according to the provisions of *kiddushin al tenai*. This teshuvah will emphasize the use of *kiddushin al tenai* for all marriages conducted by Conservative/Masorti rabbis, whether traditional or egalitarian, as well as offer a text for an egalitarian *get*, *get* authorization and receiving ceremonies, an egalitarian *tenai*, and a conceptual basis for egalitarian divorce.<sup>16</sup>

### **B. A Call for Widespread Use of Kiddushin Al Tenai (with Rabbi Deborah Megdal)<sup>17</sup>**

The Joint Beit Din's action in employing *hafka 'at kiddushin* and *mekah ta'ut* as a way to resolve cases of *get* refusal should not be undervalued. Having a method to annul *kiddushin* in these painful cases is a powerful way to offer hope and begin the healing process for the couple and for others affected by their conflict. When the husband refuses to extend a *get* despite much persuasion or if the marriage was entered into under false pretenses (*mekah ta'ut*), *hafka 'at kiddushin* is an effective method that should continue to be employed as a legal mechanism when necessary. However, despite its value and efficacy, *hafka 'at kiddushin* is not the ideal legal mechanism to protect women from becoming agunot (nor for couples married by egalitarian *kiddushin* in which one party might refuse to consent to the *get* or create obstacles to the issuance of the *get*) and, therefore, I must argue for more widespread use of *kiddushin al tenai* for **all** Jewish marriages, whether egalitarian or traditional.

*Kiddushin al tenai* is a legal mechanism that more effectively and elegantly preserves the dignity of both spouses and minimizes future conflict. When future spouses are required to consider and consent in advance to *kiddushin al tenai*, they are guided through a process that can be multi-layered and emotionally meaningful. Before the wedding, they are asked to reflect on what it might mean one day to end their partnership with mutual respect and care. The ideal time to engage in such reflection is exactly *then* – during what is usually an especially strong and “high” period for their relationship, the joyful time leading up to the wedding.

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<sup>16</sup>In five pioneering cases in 2004-2008, women in Israel who had not received their *get* from a recalcitrant husband won lawsuits for tort damages in civil courts. See Ayelet Blecher-Prigat and Benjamin Shmueli, “The Interplay Between Tort Law and Religious Family Law: The Israeli Case,” *Arizona Journal of International and Comparative Law* 26 (2009), pp. 279–301; Benjamin Shmueli, “Civil Actions for Acts That Are Valid According to Religious Family Law but Harm Women’s Rights: Legal Pluralism in Cases of Collision Between Two Sets of Laws,” *Vanderbilt Journal of Transnational Law* 46 (2013), pp. 823–898; Shmueli, “What Have Calabresi & Melamed Got to Do with Family Affairs? Women Using Tort Law in Order to Defeat Jewish and Shari’a Law,” *Berkeley Journal of Gender Law and Justice* 25 (2010), pp. 125–71 [published in Hebrew as “הדור הבא של תביעות נזיקין בגין” Mispatim (2011), pp. 153-204; Shmueli, “תביעות, תביעות, תביעות” Haifa Law Review (דין ודברים) (2018), pp. 345-410.

<sup>17</sup>I must express my deep appreciation to Rabbi Deborah Megdal, CJLS fellow in prophetic halakhah, for writing a draft of this section of the teshuvah, which I have modified.

Moreover, the dignity of both spouses is elevated by their mutual consent to these conditions. Whatever challenges might arise in the future, they will be able to hold onto the knowledge that they *both already* agreed that a *get* would be granted under certain conditions or that the *kiddushin* would be annulled. The question of the granting of the *get* thereby becomes a variable that is removed from whatever transition and upheaval might arise during the process of their separation.

This leads to the next significant benefit of *kiddushin al tenai*: that it works by default. Rather than engaging in potentially adversarial court proceedings that might magnify the existing conflict, *time itself* does the work of repair. If six months has passed since the date when the marriage is terminated by decree of a civil court, and if a *get* has still not been issued, the *kiddushin* is retroactively declared null and void. (In a number of cases, the knowledge that the marriage will be annulled has prompted a divorcing husband married through traditional *kiddushin* to extend a *get*.)

Despite the clear benefits of *kiddushin al tenai*, it is still surprisingly underutilized. Only a small percentage of our marriages use *kiddushin al tenai*. The simple one-page document, with different formulae for traditional *kiddushin* and egalitarian *kiddushin*, is accessible directly alongside the *ketubbah* text options on the Rabbinical Assembly website<sup>18</sup> and should be discussed with the couple prior to the wedding so that the couple may agree to it with informed consent. The document for *kiddushin al tenai* should be signed just before the marriage ceremony, and the officiant may ask the couple to affirm the *tenai* under the huppah by asking “Do you enter this marriage according to the laws of Moses and the people of Israel and the conditions you have undertaken?”. Some *kelei kodesh*, due to time constraints or other factors, might wish to have the couple sign the document sometime before the ceremony: in this case, the couple must affirm the *tenai* under the huppah by answering the question “Do you enter this marriage according to the laws of Moses and the people of Israel and the conditions you have undertaken?”.<sup>19</sup>

An important point: the objection that a *tenai* can be annulled by either the groom or the bride after the wedding and would therefore be ineffective in dissolving the marriage is refuted by noting that each party to the *tenai* has entered into the marriage contingent on the validity of

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<sup>18</sup> See <https://www.rabbinicalassembly.org/practical-rabbinics/lifecycle/marriage/ketubotcertificates> and <https://www.rabbinicalassembly.org/sites/default/files/2020-06/Tenai%20bekiddushin.pdf>.

<sup>19</sup>Some have suggested including the *tenai* in the *ketubbah* itself for a number of reasons, such as making it less likely that the couple would object to including a mention of the possibility of divorce on their wedding day and/or easing the rush of what needs to be done before and during a wedding ceremony. However, I believe that the *tenai* should not be included in the *ketubbah* and should be a separate document because the couple does need to be aware of, and acknowledge, the *tenai* and because since technically the couple is not actually counting out *zuzim*, a *tenai* included in the *ketubbah* might just be metaphorical.

the tenai. If one party annuls the *tenai* after it is signed, then the marriage would be a *mekah ta'ut* and would be annulled.<sup>20</sup>

For the sake of preserving the dignity and equality of both spouses, and for the increased peace that might emerge from having settled this matter in advance with mutual consent, I urge in the strongest terms that our *kelei kodesh* require *kiddushin al tenai* for **all** marriages at which they officiate.

### C. Why Make Divorce Egalitarian

The goal of this teshuvah is to present an egalitarian method for divorce and text for a get for those marriages created through an egalitarian ceremony. The egalitarian reconceptualization of *ketubbah* and *kiddushin* has consequences for Jewish divorce.<sup>21</sup>

First, and most importantly: *Reimagining divorce and gittin in an egalitarian mode flows directly from the spiritual values and ethical ideals we espouse as Conservative/Masorti Jews.* This is in line with how halakhah develops. Halakhah is not a system of rules and statutes, a set of clearly-defined regulations found in a book applied automatically by posekim. Posekim reach into and beyond the rules in supplementing an old rule or creating a fresh rule. Certain rules or principles are determined by posekim as primary, generating law and defining the conceptual framework. These are not the same as halakhah de'oraita: rather, it is the determination of posekim as to which principles or rules are primary and which are secondary, which are persuasive and which are not.

Posekim endeavor to fashion law in such a way so that those who read their teshuvot accept them and find them meaningful so that they adopt the decision. One scholar of halakhah expresses it this way:

Law falls much more properly into the realm of rhetoric, the activity of persuasion aimed at eliciting agreement to propositions when such agreement cannot be arrived at by resort to logical demonstration. The law is therefore much more than the effort to govern human conduct through the enforcement of rules. It is a culture of argument, the “constitutive rhetoric” of a community, the language by which that self-identified group of human beings works out its definitions of the good life. This language, the material from which that ongoing argument is

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<sup>20</sup>A registry for *gittin* written by our messaderai *gittin* has been set up and is currently being improved. A recent meeting of the Joint Beit Din has urged that a similar registry for marriages dissolved by *tenai* should also be established and that a memorandum form akin to the release memorandum (*petor*) for a get be devised, and an implementation team is working on this.

<sup>21</sup>See my teshuvah on egalitarian *ketubbah* and *kiddushin* <<https://www.rabbinicalassembly.org/sites/default/files/2020-03/Egalitarian%20Kiddushin%202020%20final.pdf>>.



constructed, is a heritage of text, and each new argument is itself a text constructed out of a combination of the old texts that constitute that heritage. As the creation of text, law is an eminently legal experience. And, like the literary text, a legal text works not so much by conveying “accurate” information about outside reality but by means of performance, by creating a world of meaning through the use of language and through the invitation to its readers to understand themselves and their world in new and different ways.<sup>22</sup>

The conclusions posekim reach are not simply an individual posek’s personal proclivities but are the product of a process in which posekim justify those conclusions to their own community and the community of posekim.<sup>23</sup> The standards by which individual posekim validate the conclusions are theirs to select. It is posekim individually who determine just what those standards shall be. They combine the materials at their disposal in order to persuade their intended audience, their set of “ideal” readers, that they should view halakhic reality in a specific way as opposed to other plausible ways. The creation of a teshuvah is therefore an act of creation. Posekim transform texts, the substance of Jewish legal tradition, into new patterns of meaning.<sup>24</sup> What posekim do is an act of conversation that helps constitute a community through a shared language of values, assumptions, and aspirations that link posekim to their readers in a common culture of argument.

Halakhic decision-making occupies the realm between mechanical manipulation and subjective preference. It is constrained and shaped by the legal sources with which posekim are in discussion, not just by studying and using in their decision-making but also by their obedience to halakhah, indeed love for halakhah, in their own lives. They do not experience halakhah as an expression of their personal preferences but rather as what shapes their lives and their decision-making.<sup>25</sup> Their decisions are created in their interpretation of, and dialogue with, halakhic texts, and they shape, and are shaped by, the

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<sup>22</sup>Rabbi Mark Washofsky, “*Halakhah* in Translation: The Chatam Sofer on Prayer in the Vernacular,” *CCAR Journal* 51:3 (Summer 2004), p. 156. See also Rabbi Aviad Yehiel Hollander, “The Relationship Between Halakhic Decisors and Their Peers as a Determining Factor in the Acceptance of Their Decisions -- a Step in Understanding Interpeer Effects in Halakhic Discourse,” *Jewish Law Association Studies* 20 (2010), pp. 96–108, for a discussion of suasive force in a sociological and political context.

<sup>23</sup>Washofsky, “Responsa and the Art of Writing,” in *An American Rabbinate: A Festschrift for Walter Jacob* (Pittsburgh: Rodef Shalom Press, 2001), pp. 191-192.

<sup>24</sup>Moshe Halbertal, in *The People of the Book: Canon, Meaning and Authority* (Cambridge: Harvard University Press, 1986), p. 3, argues that Jewish tradition contains two types of authoritative texts, a normative canon that provides rules for behavior and a formative canon that provides a society with a shared vocabulary. The formative canon supports the normative canon by rendering the rules meaningful and authoritative by shaping a community that has reasons for following the rules. However, understanding how a posek shapes a decision so that it is persuasive reveals that the distinction between normative and formative, halakhah and aggadah, is far less rigid than is often assumed.

<sup>25</sup>Washofsky, “Responsa and the Art of Writing,” p. 157.

halakhic sources with which they interact. They find them meaningful, and they make them meaningful and persuasive.

In writing this teshuvah (and other teshuvot) as one more in a long chain of posekim, I seek to present a persuasive argument integrating textual sources with a new social understanding in a dynamic and organic way. In so doing, I present a vision of what Jewish community and Jewish life should be, living in holiness and searching for God.

For us as Conservative/Masorti Jews, egalitarianism has become one of the central and most beloved of the spiritual values and ethical ideals we espouse. It is no wonder then that the Conservative/Masorti movement has been wrestling with the issues raised by egalitarianism for so long, and in particular with the issue of *gittin*. As we have become more sure of how egalitarianism has reshaped Jewish ritual, institutions, and culture, how it must reshape Jewish divorce and *gittin* becomes more clear and more urgent.

The second reason we should not hesitate to reshape Jewish divorce and *gittin* is this: perhaps that which has given us the most qualms in regard to *gittin* is our concern that if a *get* for a specific couple is not recognized across the Jewish movements, that may have serious, even irreversible, consequences. It must be noted that neither the traditional divorces and *gittin* written by the mesaddeirai *gittin* authorized by the Joint Beit Din of the Conservative/Masorti movement nor the *hafka'ot kiddushin* or decrees of *mekah ta'ut* issued under its auspices are universally recognized.<sup>26</sup> Nor, must it be noted, are the marriages we perform, whether in a traditional mode or in egalitarian form.<sup>27</sup> We must act

<sup>26</sup>Needless to say, *gittin* and other means of dissolving marriage issued by self-identified Orthodox authorities are also not recognized as valid by some or many Orthodox authorities, and the political issue of whose *gittin* are accepted by whom in Orthodox circles is not our concern.

<sup>27</sup>The following considerations must be kept in mind: 1) The State Rabbinat in Israel officially holds that our *gittin* are not acceptable, although a few times in the past it has accepted a few written by Rabbi Edward Gershfield (personal communication with Rabbi Andy Sacks and Rabbi Shelomo Zacharow); 2) both Rabbi Moshe Feinstein's ruling that all wedding ceremonies conducted by Conservative/Masorti rabbis are halakhically invalid, Iggerot Moshe E.H. 4:13, and the practice of the State Rabbinat in Israel have been adopted throughout many Ashkenazi Orthodox circles outside of Israel, and Orthodox batei din issue letters stating that a marriage at which the officiant was a Conservative rabbi, even if the witnesses were male, the ceremony traditional, etc., is invalid and, therefore, no *get* is needed. For an example of a recent Orthodox posek following this principle, see Rabbi Mendel Senderovic, *She'eilot uteshuvot atzei besamim: even ha'ezer* (Milwaukee: n.p., 2008), pp. 105-106, 189-191, 204-207; 3) It must be emphasized that while the couples at whose weddings we officiate at outside the Land of Israel are recognized in Israel as married, that is because the modern State of Israel recognizes civil weddings performed outside the Land of Israel as actualizing marriages: our presence and actions as rabbis are of no religious consequence but have only civil consequence; 4) Some Orthodox posekim have required *get lehumrah* (a *get* issued just in case the *kiddushin* at which a Conservative rabbi has officiated might be valid in Orthodox circles), and in very rare cases, a *get* written by a few specific Conservative/Masorti rabbis have been recognized in order to prevent a person from being declared a *mamzer*; 5) Declaring that

according to our spiritual values and ethical ideals, inspired by our love for our tradition.<sup>28</sup>

As I wrote in my teshuvah on women and mitzvot and quoted in my teshuvah on egalitarian *kiddushin* and *ketubbah*:

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.<sup>29</sup>

The conceptualization of the divorce process and the procedures and texts for egalitarian *gittin* discussed in this teshuvah serves as a paradigm for the adoption of egalitarian divorce.<sup>30</sup>

a person is a mamzer puts that person in a status with terrible consequences. We have created a global means of preventing this by ruling that we will not hear any testimony about mamzerut in the teshuvah by Rabbi Elie Spitz, and the official State of Israel Rabbinate has greatly lessened the number of mamzerim in recent decades through the innovative use of halakhic principles in a case-by-case basis. See Rabbi Pamela Barmash, *Modern Responsa: An Anthology of Jewish Ethical and Ritual Answers* (Jewish Publication Society, forthcoming), and Amihai Radzyner, *עד שקמעט לא נמצא ממזר מהתורה רק כשהיו אביו*, *Jewish Studies, An Internet Journal* 20 (2021), pp. 1-59.

<sup>28</sup>On the use of principle informing legal rules in general, see Ronald M. Dworkin, “Is Law a System of Rules?” in *Essays in Legal Philosophy* (ed. Robert S. Summers; Berkeley: University of California, 1968), pp. 25-60. In a series of essays, Rabbi Mark Washofsky illuminates how principles are devised and applied in shaping halakhah. See, in addition to the articles cited above, “Taking Precedent Seriously: On Halakhah as Rhetorical Practice,” in Rabbi Walter Jacob and Rabbi Moshe Zemer eds., *Re-Examining Progressive Halakhah* (New York and Oxford: Berghahn Books, 2002).

<sup>29</sup><http://www.rabbinicalassembly.org/sites/default/files/public/halakhah/teshuvot/2011-2020/womenandhiyyuvfinal.pdf>

<sup>30</sup>For those concerned about a possible divorce in the period before egalitarian *gittin* is adopted by the Conservative/Masorti movement or those just seeking to avoid the divorce procedure and possible problems therein, I have put a declaration of *kiddushin al tenai*, a condition on the marriage, in appendix three of my teshuvah on egalitarian marriage. Furthermore, this teshuvah argues for a condition on all marriages, whether traditional or egalitarian.

## D. How to Make Divorce Egalitarian

Both marriage and divorce in halakhah are private agreements between the parties, in contrast to other legal systems.<sup>31</sup> The role of a beit din in a Jewish divorce is to resolve a dispute if the parties do not agree.<sup>32</sup>

An egalitarian divorce operates only when the wedding ceremony is fully egalitarian and the *ketubbah* that serves as a record of the ceremony is fully egalitarian. In a fully egalitarian ceremony, both parties, regardless of gender, use the same language and perform the same rituals to indicate their role in effectuating matrimony.<sup>33</sup> A ceremony in which the bride's words are not of consequence for *kiddushin* would not result in a marriage that could be dissolved by an egalitarian divorce. An egalitarian *ketubbah* alone is also insufficient. Furthermore, for a fully egalitarian ceremony, the *ketubbah* must also be fully egalitarian, recording the equivalent declarations (with the gender differences manifest in Hebrew) and the same financial provisions in both the Hebrew or Aramaic text and the vernacular translation. The wedding ceremony and *ketubbah* in my teshuvah on egalitarian *kiddushin* and *ketubbah* fulfill these requirements.

The requirement that both parties consent to a divorce was instituted during the early Middle Ages in Ashkenaz. Originally, the consent of the wife was unnecessary,<sup>34</sup> but a decree,

<sup>31</sup>Klein, *A Guide to Jewish Religious Practice*, pp. 467.

<sup>32</sup>Another striking contrast is that there is no need for one party to be deemed guilty of an infraction for a divorce to proceed. As long as both parties consent to the decree, then the divorce is valid. It should be noted that traditionally halakhah has held that if one party commits a severe enough infraction, acquires a noxious enough characteristic, or lacks procreative ability, a divorce would proceed with that party losing (some of) its rights to a financial settlement (e.g. S.A. E.H. 116 and 144). [See the demand/request attributed to the wives of the defeated in Edward Gibbon, *The Decline and Fall of the Roman Empire* (abridgement by D. M. Low; New York: Harcourt, Brace, and Co. 1960), pp. 722-723.] A husband who puts certain restrictions on his wife's ability to benefit from him or engage in certain types of behavior (such as visiting her father's house) was forced to grant his wife a divorce.(m. Ketubbot 7:1-5, 9-10)

<sup>33</sup>Rabbi David Golinkin's claim that the recitation of *harei atah...* by the bride was approved according to an article by Rabbi Aaron H. Blumenthal, "The Status of Women in Jewish Law," *Conservative Judaism* 31 (1977). pp. 24-40, is undermined by the wording in Rabbi Blumenthal's article, in which he writes that liturgists should study the issue, and by the fact that no one else refers to this authorization, whether in the Rabbi's Manual published in 1998 or in the later responsa of the CJLS. See Rabbi David Golinkin, "Is a Double Ring Ceremony Permissible?" <<https://schechter.edu/is-a-double-ring-ceremony-permissible-responsa-in-a-moment-volume-12-number-5/>>

<sup>34</sup>M. Yevamot 14:1.

attributed to Rabbenu Gershom,<sup>35</sup> ushered in the requirement that the wife must consent to a divorce. (E.H. 119:6 ReMA) I derive from this that both parties in an egalitarian divorce must consent to the divorce.<sup>36</sup> (If one side refuses to consent, the *tenai* will prevent that side from holding the other hostage.)

The process of authorizing and receiving of a *get* is conducted in the vernacular, whether Hebrew, English, or another language understood by the parties involved, as in Appendix Two. The mesadder gittin asks the parties standard questions to ascertain their names (because the *get* must accurately identify the parties) and their willingness to proceed.<sup>37</sup> The *get* is written by the mesadder gittin or a scribe and signed by two authorized witnesses. In the traditional *get* process, the husband then presents the *get* to the wife in the presence of the witnesses, thus effecting the divorce under Jewish law. However, in an egalitarian *get* process, each one authorizes the writing of a *get* then presents it to the other. It is suggested that the woman authorizes the *get* first and presents it first so as to affirm that her action has significance. Once each *get* has been received by each party, the *get* is cut by the mesadder gittin, and the details are recorded into the *get* database of the Rabbinical Assembly. The mesadder gittin issues a *petor* (a receipt memorandum certifying that the *get* has been issued) to each party, generally after the civil divorce is finalized.

In the traditional *get* process, the husband affirms that the divorce goes into effect once the wife receives the *get* with the words “And forthwith after she receives the *get* from you or from your sub-agent or from your sub-agent’s sub-agent, or even from the hundredth sub-agent, the marriage bonds shall be terminated and she shall be free to marry any man.” In an egalitarian *get* process, both parties affirms that the divorce goes into effect once both parties receive the *get*

<sup>35</sup>The attribution of the requirement that the wife needs to consent to the divorce to the decrees of Rabbenu Gershom is complicated because it does not seem to appear in any versions of his decrees, yet later authorities ascribe it to him. It should also be noted that alongside this requirement was a rule that divorce be regulated by the community rather than a private agreement, a rule that fell into abeyance. See Rabbi Louis Finkelstein, *Jewish Self-Government in the Middle Ages* (with a foreword by Professor Alexander Marx; New York: The Jewish Theological Seminary of America, 1924), pp. 20-30; and Ze’ev W. Falk, *Jewish Matrimonial Law in the Middle Ages* (Oxford: Oxford University Press, 1966), pp. 115-119. This decree should not be confused with the decree of Rabbenu Tam that no one should cast doubt on gittin. See Avraham Reiner, פולמוס, הלכה, פרשנות, רבנו תם: פרשנות, הלכה, פולמוס (Ramat-Gan: Bar-Ilan University Press, 2021), pp. 257-268; Rabbi Gedaliah Felder, *Nahalat Tzvi* (New York: n.p., 1972), pp. 60-63. [Additionally, the fact that Rabbenu Gershom specifically made his decree valid only until the end of the fifth millennium according to Jewish yearly count, that is, until 1240 CE, is immaterial since his decree is still considered binding. (S.A. E.H. 1.10) Also see the teshuvah of Rabbi Ovadia Yosef, Yabi’a Omer, part 7, E.H. 3, where he considers, among other considerations, whether the term limit of Rabbi Gershom’s decree is material in a dispute in which a man wants to extend a *get* but the woman does not want to appear before a beit din.]

<sup>36</sup>The way many/most tradition (non-egalitarian) Jewish divorces occur today belies the traditional social structure of hierarchy. The divorcing husband may authorize a *get* over the telephone, and most often the woman is the one paying for a *get*. She is, in fact, authorizing the *get* in every way except in form.

<sup>37</sup>If it is uncomfortable for the divorcing couple to be in the same room, it should be noted that a *get* can be authorized by phone or an email.

issued by the other party. [It should be noted that if either party has authorized a shaliaḥ lekabbalah (or both parties have authorized sheliḥim leqabbalah), the divorce will go into effect when the shaliaḥ lekabbalah receives the *get* for one party and the other party receives the other *get* (or if both parties have authorized a shaliaḥ lekabbalah, both sheliḥim lekabbalah will have received the *get*.)] Both *gittin* must be written at the same meeting of the mesadder *gittin* and witnesses, and the receipt and/or sending of both *gittin* to their respective recipients may only be initiated once both *gittin* have been written. Rituals for the writing, agency appointment, and receiving of the *get* are in Appendix Two.<sup>38</sup>

I have made two other modifications of the *get*: 1) The wording of the traditional *get* does not appear to prohibit the divorcee from marrying a person already married; and 2) It only allows a divorcee to marry a person of the opposite sex. Therefore, I have modified the wording to פנוי להתנסבא לכל פנוי דיתיציבין...הרי את/ה מותרת לכל פנוי desire...You are permitted to every unmarried person". See Appendix One.

That the text of a *get* must fit on twelve lines presents a number of puzzles. Each line should be about the same length, without one being long and the other being short.<sup>39</sup> The name must not be divided between two lines.<sup>40</sup> The twelve line format makes it difficult to include the family name as well.<sup>41</sup> The words must be spelled in a way that prevents misinterpretation.<sup>42</sup>

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<sup>38</sup>Mesadderai *gittin* strive to punctiliously follow the *get* rituals for the writing, agency appointment, and receiving of the *get* as delineated (with a script in Yiddish) in Rabbi Yehudah Leib Lavot, *Kav naki* (third corrected edition; reprinted Brooklyn: Kehat, 1985), and they are encouraged to consider abbreviating these rituals. See the suggestions for shortening the rituals by Rabbi Eliyahu Bekhor Hazan in his responsa *Ta'alumot Lev*, volume 2, *Iggeret Shevukin*, nos. 2-5 and 7, and possibly by Rabbi Abraham Mendel Hacoen in his *Sefer Terukhin*, nos. 1, 3 and 5 (a volume which unfortunately I have not been able to obtain; see Zvi Zohar, "היצירה ההלכתית התורנית של רבבני מצרים במאתים השנים האחרונות", *Pe'amim* 87-88 [2001], p. 198) A teshuvah providing more sensitive options for the ritual of receiving a traditional (non-egalitarian) *get* by a woman is now being written by Rabbi Jaymee Alpert, Rabbi Deborah Silver, and Dr. Toby Schonfeld, and aspects of those options may be incorporated into the rituals for both husband and wife suggested here.

<sup>39</sup>Felder, *Nahalat Tzvi*, p. 347.

<sup>40</sup>E.H. 129:49.

<sup>41</sup>It must be noted that the inclusion of the father's name is not required. See E.H. 129:9; אינסיקלופדיה תלמודית, גט, 724. Surprisingly, the CJLS does not have a teshuvah that directly addresses the question of including the mother's name as part of a name, although it is assumed in a number of CJLS teshuvot. E.g. Rabbi Barry Leff, "May a convert use a name other than Ploni ben/bat Avraham Avinu?" <<https://www.rabbinicalassembly.org/sites/default/files/assets/public/halakhah/teshuvot/20052010/ConvertsNameLeff.pdf>> Other than the fact that the word *get*, גט, is twelve according to its letters, there is much speculation as to why a *get* has twelve lines. See Felder, *Nahalat Tzvi*, pp. 25-27.

<sup>42</sup>This has prompted unusual spelling in the formula of the *get*. See b. Gittin 85b:

אמר אביי מאן דכתב גיטא לא לכתוב ודין דמשמע ודין אלא ודין ולא לכתוב איגרת דמשמע איגרת אלא  
איגרת ולא לכתוב לימהך דמשמע לי מהך ולא לכתוב למהך דמשמע כי חוכא דיתהויין דיתיציבין תלתא

## Pesak Din

If a male-female Jewish couple is married in an egalitarian *kiddushin* ceremony with an egalitarian *ketubbah* and then later decide to divorce, they must utilize an egalitarian *get* process such as the egalitarian *get* process presented in this teshuvah. The traditional form of *get* is not effective to end the marriage.<sup>43</sup>

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תלתא יודי"נ דמשמע תהויין ותצביין ולורכיה לוי"ו דתירוכין ולוי"ו דשבוקין דמשמע תריכין ושביקין ולורכיה לוי"ו דכדו דמשמע וכדי ולא ליכתוב לאיתנסבא דמשמע לא יתנסבא אלא להתנסבא

Abaye said: This person who writes a bill of divorce should not write the word “and this”, by spelling it ודין so that can be misread as having a ḥiriq under the letter dalet, not a tzeireh. If it is read with a ḥiriq, it indicates “and there is a law (that we should get divorced)”. (Rather, he should make sure to write the word) as “and this” ודין, without a yod (so that it is clear that it should be read with a tzeireh).

And he should not write the word “a letter”, איגרת so that can be confused with another identically spelled word that indicates a roof. Rather, he should write the word “a letter”, אגרת without a yod.

And he should not write “to go”, לימהך, with a yod, so that could be misread as a conjunction לי מהך “for me from this”. And he should be sure not to write limḥakh, למחך, with het so that it falsely indicates that it is a joke.

The words דיתהויין and דיתצביין must include three instances of the letter yod in a row in each word, so that they indicate: “that they shall be” and “that they wish”, referring to other women.

And he should extend the vav of תירוכין and שבוקין, since the vav may be mistaken for a yod so as to mistakenly indicate “divorced” and “left”. (That is, it will change the meaning from describing the document as one that effects divorce to one describing the women as already divorced.)

And in the clause “and now” וכדו, he should extend the vav since the vav may be mistaken for a yod because spelled with a yod it indicates “and with nothing” וכדי.

And he should not write לאיתנסבא with an alef and a yod, because if he leaves space between the letters, it will indicate “will not get married” לא איתנסבא. Rather, he should write להתנסבא (with a heh and without a yod, so that this error will not occur).

In my investigation of how this spelling developed, I studied the Aramaic magical bowls to see if it reflected popular spelling. It does not. Then in discussion with Dr. Elitzur Bar-Asher Siegal, he suggested that this spelling was intentional and artificially created by the rabbis to forestall a misunderstanding.

<sup>43</sup>Special appreciation to those who offered counsel during the writing of this teshuvah: Rabbi David Fine, Rabbi Susan Grossman, Rabbi Amy Levin, Rabbi Deborah Megdal, Rabbi Karen Reiss Medwed, Rabbi Danny Nevins, Prof. Elitzur Bar-Asher Siegal, and Rabbi Deborah Silver.

## Appendix One: The Texts of Separate Gittin

### *The Text of a Get: Woman Initiates*

בשבת, ב \_\_\_\_\_ ימים לירח \_\_\_\_\_, שנת \_\_\_\_\_  
 לבריאת עולם למנין שאנו מנין כאן ב \_\_\_\_\_ מתא דיתבא על נהר \_\_\_\_\_  
 ועל מי מעינות, אנא \_\_\_\_\_ בת \_\_\_\_\_, העומדת היום ב \_\_\_\_\_ מתא,  
 דיתבא על נהר \_\_\_\_\_ ועל מי מעינות, צביתי ברעות נפשי  
 בדלא אניסנא, ושבקית ופטריית ותרוכית יתך לך את גברי  
 \_\_\_\_\_ בן \_\_\_\_\_ העומד היום ב \_\_\_\_\_ מתא, דיתבא  
 על נהר \_\_\_\_\_ ועל מי מעינות, דהוי גברי  
 מן קדמת דנא וכדו פטריית ושבקית ותרוכית יתך לך דיתיהויין רשא  
 ושלטא בנפשך למהך להתנסבא לכל פנוי דיתיציין, ואנש לא ימחא  
 בידך מן יומא דנן ולעלם, והרי אתה מותר לכל פנוי,  
 ודן די יהוי לך מנאי ספר תרוכין ואגרת שבוקין וגט פטורין  
 כדת משה וישראל.

עד \_\_\_\_\_  
עד \_\_\_\_\_

On the \_\_\_\_\_ day of the week, the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the  
 year \_\_\_\_\_ after creation of the world, according to the calendar calculations that we count  
 here, in the city \_\_\_\_\_, which is situated on the \_\_\_\_\_ river, and situated near springs  
 of water, I, \_\_\_\_\_ the daughter of \_\_\_\_\_, who today am present in the city  
 \_\_\_\_\_, which is situated on the \_\_\_\_\_ river, and situated near springs of water,  
 willingly consent, being under no duress, to release, discharge, and divorce you [to be] on your  
 own, you, my husband \_\_\_\_\_, the son of \_\_\_\_\_, who are today in the city of  
 \_\_\_\_\_, which is situated on the \_\_\_\_\_ river, and situated near springs of water, who  
 has hitherto been my husband. And now I do release, discharge, and divorce you [to be] on your  
 own, so that you are permitted and have authority over yourself to go and marry any unmarried  
 person you desire. No person may object against you from this day onward, and you are  
 permitted to every unmarried person. This shall be for you from me a bill of dismissal, a letter of  
 release, and a document of absolution, in accordance with the law of Moses and Israel.

### *The Text of a Get: Man Initiates*

בשבת, ב \_\_\_\_\_ ימים לירח \_\_\_\_\_, שנת \_\_\_\_\_  
 לבריאת עולם למנין שאנו מנין כאן ב \_\_\_\_\_ מתא דיתבא על נהר \_\_\_\_\_  
 ועל מי מעינות, אנא \_\_\_\_\_ בן \_\_\_\_\_, העומד היום ב \_\_\_\_\_ מתא,  
 דיתבא על נהר \_\_\_\_\_ ועל מי מעינות, צביתי ברעות נפשי  
 בדלא אניסנא, ושבקית ופטריית ותרוכית יתיכי ליכי אנת אנתתי  
 \_\_\_\_\_ בת \_\_\_\_\_ העומדת היום ב \_\_\_\_\_ מתא, דיתבא  
 על נהר \_\_\_\_\_ ועל מי מעינות, דהוית אנתתי  
 מן קדמת דנא וכדו פטריית ושבקית ותרוכית יתיכי ליכי דיתיהויין רשאה  
 ושלטאה בנפשיכי למהך להתנסבא לכל פנוי דיתיציין, ואנש לא ימחא  
 בידיכי מן יומא דנן ולעלם, והרי את מותרת לכל פנוי,



ודן די יהוי ליכי מנאי ספר תרוכין ואגרת שבוקין וגט פטורין  
 כדת משה וישראל.

עד \_\_\_\_\_  
 עד \_\_\_\_\_

On the \_\_\_\_\_ day of the week, the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the  
 year \_\_\_\_\_ after creation of the world, according to the calendar calculations that we count  
 here, in the city \_\_\_\_\_, which is situated on the \_\_\_\_\_ river, and situated near springs  
 of water, I, \_\_\_\_\_ the son of \_\_\_\_\_, who today am present in the city \_\_\_\_\_,  
 which is situated on the \_\_\_\_\_ river, and situated near springs of water, willingly consent,  
 being under no duress, to release, discharge, and divorce you [to be] on your own, you, my wife  
 \_\_\_\_\_, daughter of \_\_\_\_\_, who are today in the city of \_\_\_\_\_, which is  
 situated on the \_\_\_\_\_ river, and situated near springs of water, who has hitherto been my  
 wife. And now I do release, discharge, and divorce you [to be] on your own, so that you are  
 permitted and have authority over yourself to go and marry any unmarried person you desire. No  
 person may object against you from this day onward, and you are permitted to every unmarried  
 person. This shall be for you from me a bill of dismissal, a letter of release, and a document of  
 absolution, in accordance with the law of Moses and Israel.

## Appendix Two

### *I. The Get Authorized by the Wife*

*The mesadder gittin asks:* Do you \_\_\_\_\_ wish to give a get to your husband \_\_\_\_\_ of your own will, without compulsion or reservation?

*The wife answers:* Yes.

*The mesadder gittin asks:* Did you bind yourself or make a vow or take an oath or subject yourself to a ban, or make a promise by striking hands or make an agreement by symbol or did you obligate yourself in any other way, either to divorce or not to divorce?

*The wife answers:* I did not bind myself nor make any vow nor take any oath nor subject myself to any ban nor make any promise by striking hands or make an agreement by symbol nor make any remark nor perform any act that would obligate myself to grant or not grant a divorce, but I am ready to give the divorce of my own free will and accord.

*The mesadder gittin asks:* Perhaps you have bound yourself or made a vow or taken an oath or subjected yourself to a ban or made a promise by striking hands or made an agreement by symbol or anything similar that obligates you either to divorce or not to divorce, but you have forgotten. We therefore constitute ourselves a beit din to release you from any such obligation.

*The wife affirms:* If I have bound myself or made a vow or taken an oath or subjected myself to a ban or made a promise by striking hands or made an agreement by symbol or anything similar that obligates myself either to grant or not grant, I hereby in the presence of this beit din regret such action.

*The mesadder gittin asks:* If you have bound yourself or made such vows or taken an oath or subjected yourself to a ban or made a promise by striking hands or made an agreement by symbol or anything similar that obligates you either to divorce or not to divorce and had known that you would regret them, would you have made them?

*The wife affirms:* I would not have made them. I ask the beit din to release me.

*The beit din responds:* You are released, you are released, you are released.

*The mesadder gittin asks:* Have you ever said anything with the intention of rendering the get null and void? Have you ever declared that you are giving this get under duress? Did you ever say that you are not giving this get of your own free will or something to that effect or did you perform any act to render this get null and void?

*The wife affirms:* I have never declared that I am giving the get under duress nor uttered anything or did anything nor did anything to render the get null and void.

*The mesadder gittin asks:* Perhaps you once declared that you are giving this get under duress, or you have uttered or done something to render this get null and void and have forgotten it, or you were under the erroneous impression that such acts do not render the get null and void. Will you, therefore, make void all such remarks and acts of yours in the presence of the witnesses.

*The wife says to witnesses:* You \_\_\_\_\_ and \_\_\_\_\_ are witnesses that I am rendering null and void every declaration that I may have made that I am giving this get under duress, or that I am disavowing such a declaration under undue influence or made an implied statement to that effect. Likewise, I do cancel every statement that I may have made that might have rendered the get null and void, whether it pertains to the writing or signatures of the witnesses to the get. I solemnly declare before you witnesses that may hereafter testify that I have said nothing to render the get of no effect. I also declare invalid any witnesses that may hereafter testify that I have asserted that I gave the get under duress or that I have said anything to render it null and void or even to impair its validity. Should one or more witnesses appear, then they are disqualified. I hereby of my own free will order the get to be written and signed and delivered to my husband.

I am hereby appointing an agent to deliver the get to my husband.

I \_\_\_\_\_ hereby appoint you \_\_\_\_\_ to be my agent to deliver a get to my husband \_\_\_\_\_ and to put it in his hand, wherever you find him, and that your hand will have the force of my hand, your action will have the power of my action, your words the authority of my words, and your delivery of the get will be as valid as if I delivered it and that you be my spokesman and attorney. Furthermore, I empower you to appoint a sub-agent in our stead, even if no unavoidable accident occurs, and that sub-agent appoint another sub-agent, even a hundred sub-agents, to deliver the get to my husband, wherever he will be found. And forthwith after he receives the get from you or from your sub-agent or from your sub-agent's sub-agent, or even from the hundredth sub-agent and I receive the get issued by my husband \_\_\_\_\_ or from his sub-agent or from his sub-agent's sub-agent, or even from the hundredth sub-agent, the marriage bonds shall be terminated and he shall be free to marry anyone. I hereby undertake under the penalty of a ban and oaths sanctioned by the Torah not to annul the get nor to cancel the agent or to revoke the agent's authority.

*Agent responds:* I \_\_\_\_\_ accept the appointment as agent wholeheartedly.

*The mesadder gittin (or scribe) says to the wife:* You \_\_\_\_\_, I am presenting you as an absolute gift, this paper, pen, and other writing materials to be your property.

*The wife lifts objects for the purpose to acquiring them.*

*The wife, while holding the objects in her hand, addresses witnesses:* You witnesses, \_\_\_\_\_ and \_\_\_\_\_, listen carefully to the orders I shall give the mesadder gittin (or the scribe).

*Addressing the scribe:* You (scribe's name) take this paper, ink, inkwell, and pen and all the writing materials, and write a get specifically for me \_\_\_\_\_ and my husband \_\_\_\_\_ for the purpose of divorce, and write as many as a hundred gittin if necessary, until one valid get is written and signed on my behalf and on his behalf, for the purpose of divorce, according to your

understanding, and let it come to the hand of my husband \_\_\_\_\_ that he be divorced thereby, according to the laws of Moses and Israel. I hereby authorize you to make any corrections in the document that may be deemed necessary.

*Scribe responds:* I shall do so.

*The wife responds to each of the witnesses in the hearing of the other witness:* You \_\_\_\_\_ act as a witness and sign the get that scribe \_\_\_\_\_ shall write specifically for me and my husband \_\_\_\_\_, sign as many as a hundred gittin if necessary, until one valid get is written and signed, specifically for me and for my husband, for the purpose of divorce, according to your understanding (and the understanding of the rabbi \_\_\_\_\_) and those present, and let it come to the hand of my husband \_\_\_\_\_ and may he be divorced thereby, according to the law of Moses and Israel.

*Witness replies:* So shall I do.

*The wife hands writing materials to the scribe.*

*The mesadder gittin (or the scribe) says to the witnesses:* Hear you witnesses \_\_\_\_\_ and \_\_\_\_\_. I am about to write the get specifically for \_\_\_\_\_ who ordered me to write a get for her husband \_\_\_\_\_ and I am writing it specifically for her and for him for the purpose of divorce.

*The mesadder gittin (or the scribe) writes the get issued by the wife.*

## **II. The Get Authorized by the Husband**

*The mesadder gittin asks:* Do you \_\_\_\_\_ wish to give a get to your wife \_\_\_\_\_ of you own will, without compulsion or reservation?

*The husband answers:* Yes.

*The mesadder gittin asks:* Did you bind yourself or make a vow or take an oath or subject yourself to a ban, or make a promise by striking hands or make an agreement by symbol or did you obligate yourself in any other way, either to divorce or not to divorce?

*The husband answers:* I did not bind myself nor make any vow nor take any oath nor subject myself to any ban nor make any promise by striking hands or make an agreement by symbol nor make any remark nor perform any act that would obligate myself to grant or not grant a divorce, but I am ready to give the divorce of my own free will and accord.

*The mesadder gittin asks:* Perhaps you have bound yourself or made a vow or taken an oath or subjected yourself to a ban or made a promise by striking hands or made an agreement by symbol or anything similar that obligates you either to divorce or not to divorce, but you have forgotten. We therefore constitute ourselves a beit din to release you from any such obligation.

*The husband affirms:* If I have bound myself or made a vow or taken an oath or subjected myself to a ban or made a promise by striking hands or made an agreement by symbol or anything similar that obligates myself either to grant or not grant, I hereby in the presence of this beit din regret such action.

*The mesadder gittin asks:* If you have bound yourself or made such vows or taken an oath or subjected yourself to a ban or made a promise by striking hands or made an agreement by symbol or anything similar that obligates you either to divorce or not to divorce and had known that you would regret them, would you have made them?

*The husband affirms:* I would not have made them. I ask the beit din to release me.

*The beit din responds:* You are released, you are released, you are released.

*The mesadder gittin asks:* Have you ever said anything with the intention of rendering the get null and void? Have you ever declared that you are giving this get under duress? Did you ever say that you are not giving this get of your own free will or something to that effect or did you perform any act to render this get null and void?

*The husband affirms:* I have never declared that I am giving the get under duress nor uttered anything or did anything nor did anything to render the get null and void.

*The mesadder gittin asks:* Perhaps you once declared that you are giving this get under duress, or you have uttered or done something to render this get null and void and have forgotten it, or you were under the erroneous impression that such acts do not render the get null and void. Will you, therefore, make void all such remarks and acts of yours in the presence of the witnesses.

*The husband says to witnesses:* You \_\_\_\_\_ and \_\_\_\_\_ are witnesses that I am rendering null and void every declaration that I may have made that I am giving this get under duress, or that I am disavowing such a declaration under undue influence or made an implied statement to that effect. Likewise, I do cancel every statement that I may have made that might have rendered the get null and void, whether it pertains to the writing or signatures of the witnesses to the get. I solemnly declare before you witnesses that may hereafter testify that I have said nothing to render the get of no effect. I also declare invalid any witnesses that may hereafter testify that I have asserted that I gave the get under duress or that I have said anything to render it null and void or even to impair its validity. Should one or more witnesses appear, then they are disqualified. I hereby of my own free will order the get to be written and signed and delivered to my wife.

I am hereby appointing an agent to deliver the get to my wife.

I \_\_\_\_\_ hereby appoint you \_\_\_\_\_ to be my agent to deliver a get to my wife \_\_\_\_\_ and to put it in her hand, wherever you find her, and that your hand will have the force of my hand, your action will have the power of my action, your words the authority of my words, and your delivery of the get will be as valid as if I delivered it and that you be my spokesman and attorney. Furthermore, I empower you to appoint a sub-agent in our stead, even if

no unavoidable accident occurs, and that sub-agent appoint another sub-agent, even a hundred sub-agents, to deliver the get to my wife, wherever she will be found. And forthwith after she receives the get from you or from your sub-agent or from your sub-agent's sub-agent, or even from the hundredth sub-agent and I receive the get issued by my wife \_\_\_\_\_ or from her sub-agent or from the sub-agent's sub-agent, or even from the hundredth sub-agent,, the marriage bonds shall be terminated and she shall be free to marry anyone. I hereby undertake under the penalty of a ban and oaths sanctioned by the Torah not to annul the get nor to cancel the agent or to revoke the agent's authority.

*The agent responds:* I \_\_\_\_\_ accept the appointment as agent wholeheartedly.

*The mesadder gittin (or scribe) says to the husband:* You \_\_\_\_\_, I am presenting you as an absolute gift, this paper, pen, and other writing materials to be your property.

*The husband lifts objects for the purpose to acquiring them.*

*The husband, while holding the objects in his hand, addresses witnesses:* You witnesses, \_\_\_\_\_ and \_\_\_\_\_, listen carefully to the orders I shall give the scribe.

*The husband addresses the scribe:* You (scribe's name) take this paper, ink, inkwell, and pen and all the writing materials, and write a get specifically for me \_\_\_\_\_ and my wife \_\_\_\_\_ for the purpose of divorce, and write as many as a hundred gittin if necessary, until one valid get is written and signed on my behalf and on her behalf, for the purpose of divorce, according to your understanding, and let it come to the hand of my wife \_\_\_\_\_ that she be divorced thereby, according to the laws of Moses and Israel. I hereby authorize you to make any corrections in the document that may be deemed necessary.

*The mesadder gittin (or scribe) responds:* I shall do so.

*The husband responds to each of the witnesses in the hearing of the other witness:* You \_\_\_\_\_ act as a witness and sign the get that scribe \_\_\_\_\_ shall write specifically for me and my wife \_\_\_\_\_, sign as many as a hundred gittin if necessary, until one valid get is written and signed, specifically for me and for my wife, for the purpose of divorce, according to your understanding (and the understanding of the rabbi \_\_\_\_\_) and those present, and let it come to the hand of my wife \_\_\_\_\_ and may she be divorced thereby, according to the law of Moses and Israel.

*The witness replies:* So shall I do.

*The husband hands writing materials to the scribe.*

*The mesadder gittin (or scribe) says to the witnesses:* Hear you witnesses \_\_\_\_\_ and \_\_\_\_\_. I am about to write the get specifically for \_\_\_\_\_ who ordered me to write a get for his wife \_\_\_\_\_ and I am writing it specifically for him and for her for the purpose of divorce.

*The mesadder gittin (or scribe) writes the get.*

### ***III. The Delivery of the Get when One or Both Parties are Present***

*The rabbi asks:* Do you \_\_\_\_\_ consent to receive the get from your wife/husband \_\_\_\_\_ of your own free will, without compulsion, and unconditionally?

*The husband/wife affirms:* Yes.

*The rabbi asks:* Have you obligated yourself by making a vow or taking an oath or subjecting yourself to a ban or making a solemn promise by handshake or by any other means that would compel you to receive the get?

*The husband/wife affirms:* No.

*The rabbi asks:* Perhaps you have made a statement that might invalidate the get or perhaps you have declared you are accepting the get under duress. Therefore, will you please retract all such declarations lest they invalidate the get.

*The husband/wife affirms:* I have not made any statement that I am accepting the get under duress nor have I said or done anything that will render the get null and void. If I did make such a protest or declaration, I hereby revoke it in the presence of you witnesses, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

*The rabbi requests that the husband/wife remove all rings from their fingers so that the get is placed directly into the hand with no material intervening. The initiating party or agent of the initiating party takes the get and says:*

This is your get, and accept this get of yours and therefore you shall be divorced from me this very moment, and you are free to marry any unmarried person.

*The rabbi says:*

Know all you are present that Rabbeinu Tam and his disciple Rabbi Moses and other distinguished rabbis have forbidden any and all persons, under penalty of excommunication, to cast a slur upon a get after it has been delivered. If anyone among you has any doubts about the validity of this get, give voice to those doubts now, and they will be considered.

*The rabbi pauses for doubts to be raised and, assuming none have been raised, says:*

Therefore from now on, if anyone arise and cast aspersions upon this get, the ban declared by Rabbeinu Tam, in conjunction with his disciples and associates, shall take effect. Therefore, I proclaim it forbidden for anyone, under penalty of the ban, anathema, and excommunication, to cast any aspersions upon this get from now on and forever.

#### ***IV. The Delivery of the Get by an Agent***

*In the presence of two witnesses, the rabbi asks:* What is your purpose here?

*The agent replies:* I \_\_\_\_\_ am the appointed agent of \_\_\_\_\_ to deliver this get to her husband/his wife.

*The rabbi asks:* Did the wife/husband specify a fixed period of time in which she/he wanted the get to be delivered, or did she/he attach any other condition to the delivery of the get?

*The agent replies:* No.

*The rabbi asks:* Do you have any reason to think that the wife/husband is no longer alive?

*The agent replies:* No.

*The rabbi asks:* Do you have any information that the wife/husband annulled the get or revoked your authority as an agent?

*The agent replies:* No.

*The rabbi asks:* Are you acting in any capacity other than as agent, on the authority of a preceding agent, as recorded in the harsha'ah?

*The agent replies:* No.

*The rabbi asks:* Have you relinquished your agency either in the presence of the wife/husband or in her/his absence?

*The rabbi asks:* Is your agency conditional or limited by any restrictions? Or are you not acting of your own free will, either because you are acting under duress, or under the compulsion of a vow or oath you may have taken? Or have you made any declaration under duress?

*The agent responds:* My agency is not conditional or restricted. I am acting of my own free will and accord. I am not acting under duress, nor have I made any declaration that I am acting under duress. I am not acting under the compulsion of any vow or oath I may have taken, and I ehreby nullify any such vow or oath.

*The rabbi asks:* Do you recognize this man/woman as the husband/wife of \_\_\_\_\_?

*The agent affirms:* Yes.

*The rabbi asks:* Have you come here in the capacity of an agent to deliver this get to this man/woman \_\_\_\_\_ who is present here?

*The agent affirms:* Yes.



*The get is unfolded, displayed, and read aloud in Aramaic (and if possible in translation). It is refolded and given to the agent.*

The rabbi asks: Do you \_\_\_\_\_ consent to receive the get from your wife/husband \_\_\_\_\_ of your own free will, without compulsion, and unconditionally?

*The husband/wife affirms:* Yes.

*The rabbi asks:* Have you obligated yourself by making a vow or taking an oath or subjecting yourself to a ban or making a solemn promise by handshake or by any other means that would compel you to receive the get?

*The husband/wife affirms:* No.

*The rabbi asks:* Perhaps you have made a statement that might invalidate the get or perhaps you have declared you are accepting the get under duress. Therefore, will you please retract all such declarations lest they invalidate the get.

*The husband/wife affirms:* I have not made any statement that I am accepting the get under duress nor have I said or done anything that will render the get null and void. If I did make such a protest or declaration, I hereby revoke it in the presence of you witnesses, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

*The rabbi requests that the husband/wife remove all rings from their fingers so that the get is placed directly into the hand with no material intervening. The agent takes the get and says:*

This is your get, and accept this get of yours that your wife/husband \_\_\_\_\_ has sent you. Through it, you shall be divorced from your husband/wife this very moment, and you are free to marry any unmarried person. I am an agent certified by the beit din.

*The rabbi says:*

Know all you are present that Rabbeinu Tam and his disciple Rabbi Moses and other distinguished rabbis have forbidden any and all persons, under penalty of excommunication, to cast a slur upon a get after it has been delivered. If anyone among you has any doubts about the validity of this get, give voice to those doubts now, and they will be considered.

*The rabbi pauses for doubts to be raised and, assuming none have been raised, says:*

Therefore from now on, if anyone arise and cast aspersions upon this get, the ban declared by Rabbeinu Tam, in conjunction with his disciples and associates, shall take effect. Therefore, I proclaim it forbidden for anyone, under penalty of the ban, anathema, and excommunication, to cast any aspersions upon this get from now on and forevermore.

## Appendix Three:

### קידושין על תנאי Kiddushin al tenai: 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 Beit Din witnessed the oral statements and signatures of the groom and bride.

Rabbi:

Witness:

Witness: