

Tefillah for Agunot

the couple is still married according to *halakha*. If a spouse is willing to give/accept a *get* unconditionally at that point, his/her obligation is voided. In this manner only the recalcitrant spouse's obligation will remain in effect. Obviously, if a *get* were administered during the waiting period, neither spouse would be obligated. There are additional matters covered by this agreement. If one of the spouses demands marital therapy, the other must comply—up to three visits. The community property law of the State of Israel is accepted as *halakha* for those that sign the agreement. In short, this is a mutual agreement which takes our modern-day philosophy of marriage as one of partnership, cooperation and mutual respect, and anchors this outlook deeply in the *halakha*. It is an educational tool as much as it is an agreement for the prevention of *get*-refusal.

Neither the agreement of the Beth Din of America nor the Agreement for Mutual Respect is always effective in particular cases. Since both are based on a monetary obligation incumbent on the recalcitrant spouse, if that party has no assets or income (or has managed to hide them) and/or is already in debt, then an accrued debt may not have the desired effect. The recalcitrant husband may, then, just ignore the agreement. At the other extreme, if the husband has become wealthy, the fixed amount specified in the American agreement may prove to be negligible. The husband may determine that the expense is worth his while. The Israeli agreement has minimized that particular possibility by obligating the recalcitrant party to pay the higher of a fixed minimum amount, or 50% of his or her net monthly income.

It has yet to be determined whether an agreement signed in one country, the U.S. or Israel, will be binding when put to the test in the other country. Both the Beth Din of America and the authors of the Agreement for Mutual Respect must cooperate in finding the formula for reciprocal clauses.¹⁰ These would provide jurisdiction in the country which was not the country-of-origin, if the spouses were to find themselves overseas at the point of divorce.

It must be noted that although the signing of a pre-nuptial agreement is vital in this day and age, it is not a “magic pill” which cures all evils. The pre-nuptial agreement is a form of insurance which is reliable for the common problem of *get*-refusal, but is not effective in all circumstances. Orthodoxy has yet to develop additional solutions which, when added all together, would resolve the “*agunah*”

זֶה יִרְצוֹן מִלְפָּנֶיךָ שְׁיִמְלְאוּ רַחֲמֶיךָ לְהַתִּיר נְשׂוֹת
יִשְׂרָאֵל הַשְּׁבוּיּוֹת בְּיַדֵּי בְעָלֵיהֶן וְקִשּׁוּרוֹת בְּכַבְלֵי
כְּתוּבוֹתֵיהֶן, אֲדָךְ קְדוּשָׁה וְאַהֲבָה כְּבָר סָרוּ מִמְעוֹנָן.
הַסֵּר נָא מֵעַלֵּיהֶן אֶת עוֹלָן הַמֵּר וְרַכֵּךְ אֶת לִבָּם
הַמְאֹוֶבֶן שֶׁל שׁוֹבֵיהֶן. פְּתַח חֲרָצוּבוֹת רְשַׁע וְשִׁלַּח
בְּנוֹתֶיךָ חֲפָשִׁי לְבָנוֹת בַּיִת בְּיִשְׂרָאֵל וּלְגַדֵּל יְלָדִים
בְּאַהֲבָה וְאַחֲוָה, בְּשָׁלוֹם וְרַעוּת.

הַשִּׁיבָה שׁוֹפְטֵינוּ כְּבָרָאשׁוּנָה וְיוֹעֲצֵינוּ כְּבַתְחִילָה
וְתֵן בְּלִבָּם רוּחַ חֲכָמָה וּגְבוּרָה, רוּחַ עֲצָה וְתוֹשִׁיָּה
לְהַצִּיל עָשׂוֹק מִיַּד רוֹדֵף וְאִשָּׁה מִשְׁבָּיָה.

בְּרוּךְ אַתָּה, מַתִּיר אֲסוּרִים.

Creator of heaven and earth, may it be Your will to free the captive wives of Israel when love and sanctity have fled the home, but their husbands bind them in the tatters of their ketubot. Remove the bitter burden from these agunot and soften the hearts of their misguided captors. Liberate Your faithful daughters from their anguish. Enable them to establish new homes and raise up children in peace.

Grant wisdom to the judges of Israel; teach them to recognize oppression and rule against it. Infuse our rabbis with the courage to use their power for good alone.

Blessed are you, Creator of heaven and earth, who frees the captives.

English Prayer by Shelley Frier List

problem. The dissemination and usage of the pre-nup is but the first step in this process. Its acceptance in both rabbinic and lay circles not only protects the individuals who sign the agreement; in addition, the practice of signing such an agreement, together with its proven effectiveness,¹¹ sets the groundwork for the opening of the hearts and the minds towards the development of additional, deeper solutions.

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¹ Resolutions of the Rabbinical Council of America, adopted in June 1994 “Reaffirming the Endorsement of Prenuptial Agreements” http://www.ocweb.org/index.php/pre_nuptial/article/resolutions_of_the_rabbinical_council_of_america/

² Bleich, J. David, “The Device of the ‘Sages of Spain’ as a Solution to the Problem of the Modern Day Agunah,” *Tradition*, Vol. 22 No. 3 (Fall 1986), pp. 77-87.

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