

*During preparation, please prioritize the sources which are marked with asterisks.
Questions are provided to help guide preparation.*

The Problem

1. *Rambam (12th century Egypt), Mishneh Torah, Hilchot Geirushin 1:1

אין האשה מתגרשת אלא בכתב שיגיע לה וכתב זה הוא הנקרא 'גט', ועשרה דברים הן עיקר הגירושין מן התורה ואלו הן: שלא יגרש האיש אלא ברצונו, ושיגרש בכתב ולא בדבר אחר...

A woman can only be divorced by a written document which comes to her; this is called a *get*. There are ten essential biblical elements in divorce: (1) The man can only divorce her willingly, (2) In a written document, nothing else...

The Solution?

Questions for thought regarding the *Agreement*.

- (1) In Section II – Why do we require the sentence beginning with “I recite”? See sources 3 and 5.
- (2) In Section III – How might the husband’s conduct nullify the authorization? See source 6.
- (3) In Section IV – What if they don’t belong to such a community? See source 8.
- (4) In Section VI – Is it surprising that we have the bride state her own conditions? See sources 9 and 10.

2. Rabbi Michael Broyde, *A Proposed Tripartite Prenuptial Agreement* (Roman numerals and Headings added)

The groom made the following declaration to the bride under the *chuppah* (wedding canopy):

I
“I will betroth and marry you according to the laws of Moses and the people of Israel, subject to the following conditions:
“If I return to live in our marital home with you present at least once every fifteen months until either you or I die, then our betrothal (*kiddushin*) and our marriage (*nisu'in*) shall remain valid and binding;

II – *Conditional Marriage*

“But if I am absent from our joint marital home for fifteen months continuously for whatever reason, even by duress, then our betrothal (*kiddushin*) and our marriage (*nisu'in*) will have been null and void. Our conduct should be like unmarried people sharing a residence, and the blessings recited a nullity. The ring I gave you should be a gift.

“I recite this condition to our marriage not only during the wedding ceremony, but prior to our intimate relationship and *yichud* (seclusion). I take a public oath that I will never remove this condition from the marriage.

“I acknowledge that I have effected the above obligation by means of a *kinyan* (formal Jewish transaction) before a *beit din chashuv* (esteemed rabbinical court) as mandated by Jewish law. The above condition is made in accordance with the laws of the Torah, as derived from Numbers Chapter 32. Even a sexual relationship between us shall not void this condition. My wife shall be believed like one hundred witnesses to testify that I have never voided this condition.

“Under the *chuppah* I recite the formula, ‘*Harei at mekudeshet li betaba'at zo kedat Moshe veYisrael al pi hatena'im shekatavnu vechatamnu*’ (‘Behold you are betrothed to me with this ring according to the practices of Moses and Israel, subject to the conditions that we have written and signed’).

III – *Pre-Planning a Get*

“Should a Jewish divorce be requested of me for whatever reason, by any Orthodox rabbinical court (*beit din*) selected by my wife, even if at the time of our separation I explicitly reject the particular rabbinical court (*beit din*) she selects, I also appoint anyone who will see my signature on this form or a copy of this form to act as scribe (*sofer*) to acquire pen, ink and feather for me and write a *Get* (a Jewish Document of Divorce), one or more, to divorce with it my wife... I undertake with all seriousness, even with an oath of the Torah, that I will not nullify the effectiveness of the *Get*, the Jewish Document of Divorce, to divorce my wife or the power of the above-mentioned messenger to deliver it to my wife. And I nullify any kind of a statement that I may have made which could hurt the effectiveness of the *Get* to divorce my wife or the effectiveness of the above-mentioned messenger to deliver it to my wife. Even if my wife and I should continue to reside together after the providing of this authorization to divorce her, and even if we have a sexual relationship after

I have authorized the writing, signing and delivery of a *Get*, such a sexual relationship should not be construed as implicitly or explicitly nullifying this authorization to write, sign and deliver a *Get*. My wife shall be believed like one hundred witnesses to testify that I have not nullified my authorization to appoint the scribe to write the *Get* on my behalf, or the witnesses to sign the *Get* on my behalf or any messenger to deliver it to the hand of my wife.

IV – A Communal Nullification of Marriage

"Furthermore I recognize that my wife has agreed to marry me only with the understanding that should she wish to be divorced that I would give a *Get* within fifteen months of her requesting such a bill of divorce. I recognize that should I decline to give such a *Get* for whatever reason (even a reason based on my duress), I have violated the agreement that is the predicate for our marriage, and I consent for our marriage to be labeled a nullity based on the decree of our community that all marriages ought to end with a *Get* given within fifteen months. We both belong to a community where the majority of the great rabbis and the *batei din* of that community have authorized the use of annulment in cases like this, and I accept the communal decree on this matter as binding upon me. The *beit din* selected by my wife shall be irrevocably authorized to annul this marriage when they feel such is proper and the above conditions are met.

V – The Marriage is Conditional

"Furthermore, should this agreement be deemed ineffective as a matter of *halakhah* (Jewish law) at any time, we would not have married at all...

VI – The Bride's Conditions

The bride replied to the groom:

"I accept this proposal of marriage subject to the condition that we are both in residence together in our marital home at least once every fifteen months until either you or I die, then our betrothal (*kiddushin*) and our marriage (*nisu'in*) shall remain valid and binding;

"But if either one of us is absent from our joint marital home for fifteen months continuously for whatever reason, even by duress, then our betrothal (*kiddushin*) and our marriage (*nisu'in*) will have been null and void, and I impose this as a condition of my acceptance of this marriage proposal. Our conduct should be like unmarried people sharing a residence.

"I acknowledge that I have accepted the above obligation by means of a *kinyan* (formal Jewish transaction) before a *beit din chashuv* (esteemed rabbinical court) as mandated by Jewish law. The above condition is accepted in accordance with the laws of the Torah, as derived from Numbers Chapter 32. Even a sexual relationship between us shall not void the acceptance of this condition..

"I further declare that I would not have accepted a marriage proposal from a man if he were ever to revoke his authorization to give me a *get*, or if as a matter of *halakhah* (Jewish law) as determined by an authorized *beit din* the communal *takkanah* (decree) were to be considered invalid."

3. *Rabbi Moshe Isserles (16th century Poland), Shulchan Aruch Even haEzer 157:4

והמקדש אשה ויש לו אח מומר, יכול לקדש ולהתנות בתנאי כפול שאם תפול לפני המומר ליבום שלא תהא מקודשת (מהרא"י ברי"ן).

And one who performs *kiddushin* for a woman, and has a brother who is an apostate, may perform *kiddushin* with a dual-structure condition that if she should require *yibbum* before the apostate, the *kiddushin* is invalid.

4. Rabbi Yechiel Michel Epstein (19th-20th century Lithuania), Aruch haShulchan Even haEzer 157:15

ודע שכמה גאונים הסכימו בקדושין על תנאי הרד"ך סי' ט' והחסיד בעל מעיל צדקה והגאון נוב"י סי' נ"ו ובית מאיר בשו"ת שבסוף ספרו סי' ו' ואף אם יש לו אח חרש שאינו ראוי לחליצה יכול לעשות קדושין על תנאי ע"ש וכן אם נאבד לו אח...

Know that many Gaonim have agreed regarding conditional *kiddushin* – Radach, Meil Tzedakah, Noda b'Yehudah, Beit Meir. And even if he has a brother who is a *cheresh*, unsuited for *chalitzah*, he may perform conditional *kiddushin*. Ditto if his brother is lost...

5. *Rabbi Yitzhak haLevi Herzog (20th century Israel), Heichal Yitzchak 2:40

והנה לסדר גט לכל אחד היוצא למלחמה זהו מן הנמנע בשעה שבא להפרד, וא"א מהבחינה המעשית אלא סידור הרשאה, וגם בה יש לדון הרבה, אך כאן אנו נתקלים בקושי שהבעל בא לחופש, ואם הגט עדיין לא נעשה יש חשש של ביטולו, כשחזר, הבה ונדון בחשש זה.

הנה פסק הרמב"ם ז"ל שאם אמר לעדים לכתוב כנ"ל, ונתיחד עם האשה, ואח"כ כתבו העדים הגט ומסרו לה הוא בטל. וכבר נחלקו עליו הרמב"ן וכו' ואומרים שזה רק ספק מגורשת. אך נגד זה, כבר הנחנו שמכיון שנשבע שבועה חמורה וקיבל בחרם שלא לבטל את השליחות, חזקה שלא ביטל כל זמן שלא שמענו ממנו בפירוש. והכל מודים בזה. ועוד נימוק: למה יבטל? חשש זה לא נאמר אלא ברוצה לגרש אשתו מחמת שנאה, אבל זה שרוצה ליתן גט מחמת אהבה, מאין יעלה על הדעת שמשום שחי עמה כדרך איש ואשתו מסתמא ביטל את הגט?

Arranging a *get* for each soldier who goes to war is difficult when they separate, and impossible on a practical level other than by arranging to license [an agent]. In this, too, there is great room for debate. Only, here we stumble into a difficulty when the husband arrives on furlough. If the *get* has not yet been executed, there is concern for cancelling it when he returns. Let us address this concern.

Rambam rules that if one tells witnesses to write thus, and he is then alone with his wife, and then the witnesses write the *get* and deliver it to her, it is void. Ramban and others have disputed this, saying she might be divorced. But opposite this [concern], we have already established that since he swears a serious oath, accepting upon penalty of *cherem* that he will not cancel the agency, we may presume he has not cancelled it so long as we do not hear him do so explicitly. All agree to this. Further: Why should he cancel it? This concern is only where he wants to divorce his wife due to enmity, but he wishes to give the *get* out of love, so why would we assume that because he lived with her as man and wife he should be presumed to have cancelled the *get*?

6. *Talmud, Gittin 33a

ת"ר: "בטלו מבוטל דברי רבי. רשב"ג אומר אינו יכול לא לבטלו ולא להוסיף על תנאו, שא"כ מה כח ב"ד יפה?" ומי איכא מידי דמדאורייתא בטל גיטא ומשום מה כח ב"ד יפה שרינן אשת איש לעלמא?! אין - כל דמקדש אדעתא דרבנן מקדש, ואפקעינהו רבנן לקידושין מיניה.

אמר ליה רבינא לרב אשי, תינח דקדיש בכספא, קדיש בביאה מאי איכא למימר? שויהו רבנן לבעילתו בעילת זנות.

Our sages taught: "If he cancelled the agent [illegally], the agent is cancelled, per Rebbe. Rabban Shimon ben Gamliel said: He cannot cancel the agent, and he cannot alter his stated condition, for if he could, what would the court's enactment be worth?"

But where do we find that a *get* should be cancelled under biblical law, and because of "what would the court's enactment be worth" we would permit a married woman to wed?! Yes – All who marry, do so with the license of the Rabbis, and the Rabbis remove his *kiddushin* from him.

Raveina said to Rav Ashi: That's fine for *kiddushin* with money, but what would one say regarding *kiddushin* with conjugal relations? The Rabbis declare these relations to be acts of *znut*.

7. Rabbi Ben-Zion Uziel (20th century Israel), Mishpatei Uziel Even haEzer 44:3

ובאמת כשנעייין בתלמודין נמצא דמה שאמרו חז"ל הפקיעו רבנן לקדושין מיניה, היינו באחת משלש פנים: א) הפקעת הקדושין מעיקרם שלא לתת להם שום חלות אפילו שעה אחת, וזהו דוקא בקדושין שנעשו שלא כהוגן (עיי' יבמות ק"י וב"ב מ"ה). ב) ע"י עדות של מיתה. (רש"י שבת קכ"ה). ג) הפקעת הקדושין ע"י אשור הגט, גם במקום שיש בו ספיקא דידינא לבטולו.

In truth, when we examine the Talmuds we find that when the Sages said that the Rabbis removed his *kiddushin* from him, it involved one of three types of cases:

- (1) Removal of *kiddushin* from the start, not allowing them to be binding for even a moment, and this is specifically where the *kiddushin* themselves were improper;
- (2) Testimony that he is dead;
- (3) Removal of *kiddushin* by validating a *get* in a case where there is reasonable doubt which could cancel it.

8. *Rabbi Shlomo Ibn Aderet (Rashba, 13th-14th century Spain), Responsum 1:551

ואלו רצה לתקן הקהלות או כל קהלה וקהלה לגדור בפני תקלות אלו. יעשה תקנה במעמד כלם ויפקיעו מעתה ועד עולם או עד זמן שירצו כל ממון שינתן לשום אשה מקהלה הפקעה גמורה הפקר גמור אלא אם כן תקבלם האשה מדעתה ומדעת אביה או בפני פלוני ופלוני כמו שירצו. וכן מצאתי לרב שרירא גאון שכן נהג הוא ואבותיו ואמר לצבור אחר לנהוג כן.

If the communities, or every community, wished to erect a fence to prevent these problems, they could make an enactment in full assembly, and remove thenceforth, or until such time as they choose, any money given to any woman of the community, with a full removal as *hefker*, unless she accepts it willingly and with her father's will, or before so-and-so and so-and-so, as they choose. And so I found that Rav Sherira Gaon enacted, him and his fathers, and telling another community to do this.

9. *Rabbi Yosef Karo (16th century Israel), Shulchan Aruch Even haEzer 38:1

המקדש על תנאי, אם נתקיים התנאי, מקודשת. ואם לאו, אינה מקודשת, בין שיהיה התנאי מן האיש בין שיהיה מן האשה.

One who executed conditional *kiddushin* is married, if the condition is fulfilled. If not, she is not married. This applies whether the condition was set by him or by her.

10. *Rabbi Yehudah Rosanes (17th-18th century Constantinople), Mishneh l'Melech to Hilchot Gerushin 10:18

חזקה זו דאין אדם עושה בעילתו בעילת זנות על שניהם נאמרו.

This assumption that one would not choose to turn conjugal relations into *znut* is stated regarding both of them.

Opposition on Technical Grounds

11. *Mishnah, Ketuvot 7:7

המקדש את האשה על מנת שאין עליה נדרים ונמצאו עליה נדרים אינה מקודשת כנסה סתם ונמצאו עליה נדרים תצא...

If one performs *kiddushin* for a woman on condition that she has no outstanding vows, and then vows are discovered, then the *kiddushin* are invalid. If he marries her without restating the condition, and then vows are discovered, divorce is required...

12. Rabbi Ben-Zion Uziel (20th century Israel), Mishpitei Uziel Even haEzer 44:2

ולפי זה יוצא שאם התנה בשעת נשואין או בעילה תנאו קיים, ואם לא יתקיים התנאי מתבטלים הנשואין למפרע, וכן נראה שהוא דעת מרן, שפסק: "המקדש על תנאי ובעל סתם או כנס סתם הרי זו צריכה גט אע"פ שלא נתקיים התנאי, שמא ביטל התנאי כשבעל או כשכנס." (אה"ע ס' ל"ה סעיף ל"ה) משמע שאם התנה מפורש בשעת בעילה תנאו קיים ואם לא נתקיים התנאי בטלים הקידושין למפרע. אבל ריא"ז סובר שגם אם התנה בשעת בעילה בעילתו [לאו??] בעילת זנות, וזה שהתנה כסבור שיתקיים תנאו, ולפיכך אע"פ"י שלא התקיים התנאי הרי אי אפשר לבטל בעילת האישות והרי זו מקודשת (שה"ג המדיר, וב"ש שם ס"ק נ"ט).

It emerges that if he states a condition at the time of marriage or relations, the condition is binding, and if it is not fulfilled then the marriage is retroactively cancelled. And so appears the view of our master (Shulchan Aruch), who ruled, "If one sets a condition in *kiddushin* and has relations without restating it, or marries her without restating it, a *get* is required even if the condition is not fulfilled, in case he cancelled the condition in relations or marriage." This indicates that if he stated the condition explicitly at the time of relations, the condition is binding, and if the condition is not fulfilled then the *kiddushin* are retroactively cancelled.

But the Or Zarua believed that even if the condition is made at the time of relations, his relations are [not??] *znut*. He stated the condition because he thought his condition would be fulfilled, and so even though the condition was not fulfilled, one cannot cancel these marital relations and the *kiddushin* are binding.

13. *Rabbi Moshe Isserles (16th century Poland), Shulchan Aruch Even haEzer 28:21

קהל שתקנו ועשו הסכמה ביניהם שכל מי שיקדש בלא עשרה או כיוצא בזה, ועבר אחד וקידש, חיישינו לקידושין וצריכה גט. אף על פי שהקהל התנו בפירוש שלא יהיו קדושי קדושין והפקירו ממונו, אפ"ה יש להחמיר לענין מעשה.

If a community enacts an agreement among themselves, that anyone who performs *kiddushin* without ten present and the like [is not performing valid *kiddushin*], and one of them trespasses and performs such a *kiddushin*, we are concerned for *kiddushin* and a *get* is required. Even though the community explicitly stipulated that such *kiddushin* would not be valid, and they removed his money [which he used for the *kiddushin*], still, one should be strict in practice.

Opposition on Psychological Grounds

14. *Mishnah, Gittin 8:9

המגרש את אשתו ולנה עמו בפונדקי בית שמאי אומרים אינה צריכה הימנו גט שני, ובית הלל אומרים צריכה הימנו גט שני.

Regarding one who divorces his wife and stays in an inn with her: Beit Shammai says she does not need a second *get* from him, and Beit Hillel says she needs a second *get* from him.

15. *Rambam (12th century Egypt), Mishneh Torah, Hilchot Geirushin 10:19

הורו מקצת הגאונים שכל אשה שתבעל בפני עדים צריכה גט, חזקה שאין אדם עושה בעילתו בעילת זנות, והגדילו והוסיפו בדבר זה... וכל הדברים האלו רחוקים הם בעיני עד מאד מדרכי ההוראה ואין ראוי לסמוך עליהן, שלא אמרו חכמים חזקה זו אלא באשתו שגירשה בלבד או במקדש על תנאי ובעל סתם, שהרי היא אשתו ובאשתו הוא שחזקתו שאינו עושה בעילתו בעילת זנות עד שיפרש שהיא בעילת זנות או שיפרש שעל תנאי הוא בועל, אבל בשאר הנשים הרי כל זונה בחזקת שבעל לשם זנות עד שיפרש שהוא לשם קדושין.

Some of the Gaonim ruled that any woman who has relations, with witnesses, requires a *get*, for we assume that one would not make his relations *znut*. And they added cases to this... All of this is very distant from the ways of halachah in my eyes, and one should not rely upon them, for the Sages only stated this assumption regarding one's wife whom one has divorced, or one who performs conditional *kiddushin* and then has relations without restating the condition. She is his wife, and with his wife we assume that one does not make his relations into *znut* unless he states that it is *znut* or he states the condition for his relations. But with other women, *znut* is assumed to be *znut* until it is labelled '*kiddushin*'.

16. *Rabbi Meir Simchah haKohen (19th-20th century Poland), Or Sameach to Hilchot Geirushin 10:19

דלא מן חומר האיסור דבעילת זנות אמרו חזקה זו, רק באשתו אמרינן דמתחרט על הגט, או בועל שלא לשם תנאי...

Because this assumption is not about the severity of the prohibition against *znut*. It is only that with one's wife, one regrets the *get*, or has relations without requiring the [formerly stated] condition...

17. Rabbi Ben-Zion Uziel (20th century Israel), Mishpitei Uziel Even haEzer 44:4

ולמסקנא דמילתא אמנא שראוי והגון בזמן הזה להטיל תנאי זה בשעת הקדושין והחופה כדי להציל היבמה מזיקת יבום. וכדי להנצל גם מחשש אהולי אחליה לתנאיה ראוי להטיל גם שבועה לחזק התנאי שישבעו שניהם עד"ר שלא יבטלו תנאי זה ולא יקדשנה בשום אופן של קדושין אחרים כל ימי חייו. (עיין בתשוב' הגרעק"א ז"ל סי' צ"ג). ובוזה פלטינן מחשש אהולי לתנאיה ואין צרך להתנות אפילו בשעת ביאה ראשונה. ובהזכרת התנאי בשעת חו"ק מספיק לכל הדעות לצאת מידי ספק אחליה לתנאיה או שבעל לשם קדושין...

In conclusion, I say it would be appropriate and correct in these times to set a condition at the time of *kiddushin* and *chuppah* to save the *yevamah* from being bound to *yibbum*. To save from concern that he forgives his condition, it would be appropriate to require an oath to strengthen the condition, with both of them swearing "on the will of the public" that they will not cancel this condition, and he will not perform *kiddushin* for her in any form, as long as he lives. This will save us from concern that he might forgive the condition, and then there is no need to state the condition even during the first act of relations. Mentioning the condition at the time of *chuppah* and *kiddushin* suffices, according to all views, to avoid any doubt about forgiving the condition or having relations for the sake of [unconditional] *kiddushin*,

18. Rabbi Shemuel of Vidishlav (17th century Poland), Beit Shemuel to Even haEzer 38:59

אבל לדעת הש"ג דף תק"ד אפילו התנה כן בפ"י, אמרינן בעת הביאה כוונתו לקדש אפילו לא נתקיים התנאי

But within the view of the Shiltei Giborim, even if he makes an explicit condition, we say that at the time of relations he intends *kiddushin*, even if the condition has not been fulfilled.

19. *Rabbi Yosef Karo (16th century Israel), Shulchan Aruch Even haEzer 148:1-2, 149:1

קמח:א - מי שכתב לגרש את אשתו, ונמלך ולא גירשה, ונתייחד עמה אחר שכתבו, לא יגרשנה באותו הגט פעם אחרת כשירצה לגרשה. ואם גירשה באותו הגט הישן, הרי זו מגורשת ותנשא בו לכתחלה... וי"א דהני מילי כשהגט ביד הבעל ומסרו מידו לידה, אבל אם שלחו לה ע"י שליח, ונתייחד עמה אחר שנתנו ליד השליח, ונתנו לה השליח, לא תנשא בו, ואם נשאת, לא תצא.

קמח:ב - כל המגרש על תנאי... לא יתייחד עמה כל זמן שלא נתקיים התנאי... והדבר ידוע שאם נתייחד עמה בפני שני עדים כאחד... אפילו נתקיים התנאי אח"כ, הרי זו ספק מגורשת, שמא בעלה וביטל הגט.

קמט:א - המגרש את אשתו, וחזר ובעלה בפני עדים, (או שגלוי לכל שבא עליה, כגון שנשאה) (הר"ן פרק כל הגט) קודם שתנשא לאחור... הרי זו בחזקת שהחזירה ולשם קידושין בעל ולא לשם זנות....

148:1 – If one writes [a *get*] to divorce his wife, and decides not to divorce her, and is alone with her after writing it, he shall not divorce her with that *get* later, when he wishes to divorce her. And if he divorces her with the old *get*, she is divorced, and may re-marry... And some say this is only where the husband held the actual *get* and handed it to her, but if he sent it via an agent and was alone with her after giving it to his agent, and then the agent gave it to her, she should not re-marry on the basis of that *get*, although if she did re-marry, she would not need to divorce.

148:2 – Anyone who divorces conditionally... should not be alone with her until the condition is fulfilled... And it is known that if he is alone with her, with two witnesses [to the seclusion]... Then even if the condition is fulfilled afterward, she is only possibly divorced, in case they had relations and he cancelled the *get*.

149:1 – One who divorces his wife and then has relations with her, and there are witnesses (or it is obvious to all that relations have taken place, such as where we marries her), before she can wed another... we assume that he reunited with her and had relations with her for *kiddushin*, not for *znut*...

20. Rabbi Yitzhak haLevi Herzog (20th century Israel), Heichal Yitzchak 2:41

ובפירושו אני מגיד בלב גמור ומוחלט, שאפילו אם בימים שבינתיים, היינו מהיום הזה דלמטה עד זמן שתבוא ידיעה הרשמית שאני בכלל האבודים או שתבואנה ידיעות על דבר העדרי ח"ו מן העולם כנ"ל, אשוב לאשתי פעם או יותר ואתייחד עמה בחיי אישות כדרך בעל ואשתו לא תתבטל בשום אופן השליחות הנ"ל

I say explicitly and wholeheartedly that even if, during the intervening period - meaning from today's recorded date until the time when official word comes that I am among the missing, or that word comes of my loss, Gd forbid, from the world – I return to my wife once or more often, and I am alone with her in the manner of marriage as husband and wife, this agency shall by no means be cancelled.

21. Rabbi Avraham Zvi Hirsch Eisenstat (19th century Lithuania), Pitchei Teshuvah Even haEzer 141:59

וע' בתשובת גליא מסכת בקו"א סי' ד' שפקפק עליו דאין זה ענין כלל למלתא ד"אי עביד לא מהני" דאטו מי שכתב גט לגרש בעצמו או ע"י שליח ונשבע שלא לקרוע את הגט ואח"כ עבר וקרעו קודם הנתינה היתכן לומר הואיל וזה עבר על שבועתו אין הקרע נחשב לקרע ויכול לגרש בו וה"נ כן הוא כו' See Responsa Galya Masechet, who argued that the principle of "an illegal act can have no legal standing" is not at all relevant here. If one wrote a *get* to divorce his wife personally or via agent, and he swore not to tear up the *get*, and then he broke his oath and tore it before giving it, could one say that since he violated his oath, the tear is not a tear and he could use the *get* for divorce?! The same is true here, etc.

22. Rabbi Shemuel of Vidishlav (17th century Poland), Beit Shemuel to Even haEzer 38:67

אינה מקודשת. היינו כל זמן שלא מחלה. ואם כנס אמרינן בודאי מחלה כיון שידוע לה שלא נתקיים התנאי כמ"ש בסמוך וע' רס"ח: "The *kiddushin* is invalid" – As long as she did not forgive [her condition]. And if he married her, we take it as a certainty that she forgave the condition, since she knew the condition had not been fulfilled.

Area of the Agreement	Supporting Example	Legal Challenges	Psychological Challenges
Conditional Marriage	Avoiding Yibbum with an Apostate	Yibbum is different: She is single anyway	Yibbum is different: 1) He is dead, unconcerned about a <i>znut</i> label; 2) He has no kids to be affected by a <i>znut</i> label
		He may forget the condition	They don't want their relations to be <i>znut</i>
Pre-Arranged <i>Get</i>	R' Herzog's idea for IDF wives to avoid an agunah situation when soldiers disappear	IDF case is different: 1) There was opposition; 2) She is likely single.	IDF case is different: 1) He is only there for days; 2) Their love is strong; 3) They expect to use the clause.
		Can't make an agent before the wedding	He lives with her for years He refuses to give a <i>get</i> now
Communal Nullification	Rashba's suggestions for communities	Nullifying needs a <i>get</i>	
		We've never had such a communal enactment	