

YESHIVAT HAR ETZION
ISRAEL KOSCHITZKY VIRTUAL BEIT MIDRASH (VBM)

Deracheha: Women and Mitzvot

Marriage III: The Ketuba

WHAT IS THE KETUBA? WHAT ARE ITS CONTENTS AND PURPOSE?

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The Obligation

A *ketuba* is a marriage writ, a sort of prenuptial agreement that stipulates payments to be made to a woman in the event of her husband's death or the couple's divorce.

Guarantee of *ketuba* payment is critically important to the institution of Jewish marriage, to the point that the basic sum, known as *ikkar ketuba*, would have to be paid out even if no *ketuba* document had been drawn up.¹ Drawing up the *ketuba* document is so important, though, that a married couple are generally not permitted to live together without one.

Bava Kama 89a

It is according to Rabbi Meir, who said that it is forbidden for a man to remain with his wife for even one hour without a *ketuba*.

In this piece, we'll explore the *ketuba*'s sources, purpose, content, and implications. (We discuss the timing of signing a *ketuba* and the practice of reading the *ketuba* at a wedding in an upcoming piece about the marriage ceremony.)

Ketuba from the Torah

A look at the *ketuba*'s origins can help us understand its significance. The Torah does not use the term *ketuba*. However, in a few places, it refers to *mohar*, an obligation of

¹ Mishna *Ketubot* 4:7

If he did not write her a *ketuba*, a virgin bride collects 200 and a widow 100, since it is a stipulation of *bet din*.

a bridegroom that may be the *ketuba*'s precursor. For example, the Torah requires a man who has seduced an underage female to give her father *mohar* if the couple go on to marry.² (If they don't marry,^{3,4} then the seducer pays the father a sum equivalent to the standard *mohar* of a virgin:

Shemot 22:15-16

And when a man seduces a virgin who is not betrothed and lies with her, he gives *mohar* for her to be his wife. If her father refuses to give her to him, he [the seducer] weighs out silver like the *mohar* of virgins.

A midrash halacha identifies *mohar* here with the *ketuba*:

Mechilta of Rabbi Yishmael, Mishpatim, Masechta de-Nezikin 17

"*Mohar*" means *ketuba*... "He weighs out silver," but we have not learned how much. Behold I derive it [from logical comparison], it says here "silver" and it says there "silver" (*Devarim* 22:29). Just as there it is "fifty", so here it is fifty...

Based on comparison to the law of a rapist,⁵ the midrash halacha goes on to say that the amount that the seducer would pay was fifty silver *shekalim*, an amount considered equivalent to *mohar*.⁶

Rashi embraces the midrash's identification of the *ketuba* with the *mohar*, and notes that giving the biblical *mohar* meant **writing** a *ketuba*.

Rashi Shemot 22:15

"He gives *mohar* for her"—He will apportion *mohar* for her like the law of a man for his wife, for he writes her a *ketuba* and marries her.

The midrash and Rashi on these verses align well with the view, generally attributed to Rabban Shimon ben Gamliel and Rabbi Meir,⁷ that a *ketuba* is obligatory on a Torah

² Shulchan Aruch EH 177:1

One who seduces an Jewish virgin ([Rema:] as long as she has not reached maturity [12.5 years]...).

³ Such a marriage is subject to the consent of the girl, the seducer, and the girl's father.

Ketubot 39b

...Both the rapist and the seducer, either she or her father can prevent [marriage]...the seducer, that he himself can prevent [the marriage].

⁴ Consensual relations between a male and an unmarried female of age do not entail this liability.

Ramban explains:

Ramban Shemot 22:15

...For it is known that one who seduces a *bogeret* [female of 12.5 and up] does not pay anything, for he acted with her consent, and the father has no rights to his daughter once her days of youth [being a *na'ara*] have passed.

⁵ Devarim 22:29

And the man who lay with her gives the *na'ara*'s father fifty in silver, and she will be his wife because he afflicted her, and he cannot divorce her all his days.

As we saw in note 2, such a marriage is conditional on the agreement of both the girl and her father.

⁶ The parallel passage in *Mechilta* of Rabbi Shimon bar Yochai makes the connection between this amount and that of the minimum *ikkar ketuba* more explicit:

Mechilta of Rabbi Shimon bar Yochai Shemot 22:16

The verse teaches: "like the *mohar* of a virgin"....Just as this one is with 50 silver, so all virgins are with 50 silver.

⁷ Ketubot 56b

...Rabbi Meir thinks *ketuba* is on a Torah level.

level:

Ketubot 10a

According to Rabban Shimon ben Gamliel, who said that a woman's *ketuba* is Torah law.

The Torah mentions *mohar* specifically with respect to virgins. Therefore, even according to the view that the *ketuba* is a Torah obligation, the institution of a *ketuba* for other women is considered a rabbinic enactment.

Ketubot 10a

For Rabban Shimon ben Gamliel says: The *ketuba* of a widow is not from the Torah, but rather is rabbinic.

Ketuba as Rabbinic Enactment

Other authorities argue that *mohar* is not a precursor to the *ketuba* and the *ketuba* is not from the Torah. Ramban, for example, understands the *mohar* as gifts, known as *sivlonot*, given by a man to his betrothed in order to help her prepare for *chuppa* and marriage:

Ramban Shemot 22:15

...For the *ketuba* is rabbinic. But the explanation of *mohar* is the things that a man sends to his betrothed, silver and gold articles and clothing for the needs of the *chuppa* and *nissuin*. And they are what are called *sivlonot* in the language of the sages...For the groom hurries [*memaher*] and sends this gift in advance, and afterwards he comes to the house of his father-in-law to make the *nissuin* or the *simcha*, as the sages mentioned, "the feast of *sivlonot*" (*Pesachim* 49a)...

On this reading, the *mohar* signifies commitment to the marriage by fitting the *kalla* out with provisions for it. The *ketuba* is thus not rooted in the *mohar*; rather, it is rabbinic.

Ramban's view is consistent with the view of the sages *ad loc.*, who disagree with Rabban Shimon ben Gamliel and with Rabbi Meir on this point, and with statements in the Talmud that seem to refer to the *ketuba* as a rabbinic enactment, for example:

Ketubot 10a

Since it [*ketuba*] is a rabbinic enactment, she only collects it from lesser goods.

Tosafot even argue that Rabban Shimon ben Gamliel himself meant only that the *mohar* inspired the *ketuba*, while maintaining that the *ketuba* is rabbinic.⁸

Tosafot Sota 27a, s.v. *lsh ish*

For even Rabban Shimon ben Gamliel, who said in the last chapter of *Ketubot* (110b) that a woman's *ketuba* is on a Torah level, didn't [mean] it was really on a

⁸Tosafot support their claim with a *baraita* that uses ambiguous language to describe the status of the *ketuba*.

Ketubot 10a

Isn't it taught in a *baraita*: "He weighs out silver like the *mohar* of virgins."...From here the sages found support for a woman's *ketuba* from the Torah.

Torah level, but that it has support from the Torah...

Amounts

Even according to the view that the *ketuba* is from the Torah, the amounts of the *ketuba* payment may be rabbinic:

Mechilta of Rabbi Shimon bar Yochai 22:16

...Rabban Shimon ben Gamliel says: A woman's *ketuba* has no set amount from the Torah.

Ritva argues that, to Rabban Shimon ben Gamliel, the *ketuba* is obligatory on a Torah level. However, the Torah left the amount of the *ketuba* to the couple (and their parents) to negotiate, or to our sages to set.⁹

Ritva Ketubot 10a

...Since God in the Torah uses the language of *mohar*, Rabban Shimon ben Gamliel derives from it that a *betula* is entitled to *mohar* from the Torah. But it has no set amount from the Torah; rather, it is according to what they [the couple] desire, or according to what the sages agree on...

A mishna stipulates the standard amounts of the *ikkar ketuba*, the core *ketuba* payment.

Mishna Ketubot 1:2

The *ketuba* of a virgin is 200 [zuzim], of a widow is a *maneh* [100 zuzim].

A *zuz* or *dinar* is equivalent to ¼ of a shekel. So, if the coins mentioned here are of pure silver, as the biblical shekel was, then the minimum amount of the *ikkar ketuba* would be equivalent to the Torah's fifty-shekel *mohar* of the virgin. Even if the coins are not pure silver, the amount may have been meant to symbolize the *mohar*.

To put that sum in context, consider that the Mishna in *Pe'a* lists 200 *zuz* as the amount of assets someone would need to be above the poverty line, and thus disqualified from receiving agricultural gifts to the poor.

Mishna Pe'a 8:8

Whoever has 200 *zuz* may not take *leket*, *shichecha*, or *pe'a*, or *ma'aser ani*.

In his comments on this mishna, Rash of Sens explains that the *ketuba* could provide the funds needed for a woman's basic expenses for a year.¹⁰

⁹ This type of approach to *ketuba* might also explain the view of Rambam, who refers to marriage with *kiddushin* and a *ketuba* as a matter of Torah law, but also calls the fundamental *ketuba* payment, *ikkar ketuba*, rabbinic.

Rambam, Laws of Marriage, Introduction

The laws of Marriage. There are among them four *mitzvot*. Two positive commandments, and two prohibitions. And this is a detailed [list]: 1. To marry a woman with a *ketuba* and *kiddushin*. 2. Not to have relations with a woman without *ketuba* and *kiddushin*...

Rambam, Laws of Marriage, 11:14

It was the sages who enacted the fundamental *ketuba* payment for a woman...

¹⁰ Rash *Pe'a* 8:8

Why distinguish between a virgin and other women?

The simple answer to this question is that we ascribe special significance to virginity because the Torah does. For example, the verses we cited from Shemot, which many authorities consider a direct or indirect source for the ketuba, specify “like the mohar for virgins.”

*The Torah, however, does not explain **why** the sum given as mohar should vary based on whether the bride has previously had intercourse, or why virginity bears halachic significance in general.*

To address this issue, Dr. Ruth Langer highlights the significance of virginity in a societal context:¹¹

Ruth Langer, "The Birkat Betulim: A Study of the Jewish Celebration of Bridal Virginity," Proceedings of the American Academy for Jewish Research LXI (1995): 66.

In biblical society as well as in many other human communities, marriage signifies the movement of a woman from her father's domain to her husband's...[T]he groom gains the right to the bride's sexual and reproductive capacity, which was, of course, one of the most significant assets that a woman could bring to her husband's family. In many societies, establishing that this asset belonged exclusively to the groom was of significance.

Perhaps along these lines, Ri Migash seems to view a woman's virginity quite literally as an asset. He describes the extra 100 zuzim in a betula's ketuba as payment for her virginity:

Shita Mekubetzet Ketubot 56a

The ketuba is payment for virginity [*demei betulim*], therefore it is impossible that he not leave her a *maneh* [100 zuzim], which is the payment for virginity...

*The term betulim in biblical and rabbinic sources sometimes refers to the hymen, and sometimes to a more abstract concept of virginity. The Talmud Yerushalmi points out that the two are not identical, and thus the value ascribed to virginity doesn't depend solely on physical factors. Adult women are halachically presumed not to have the hymen fully intact, yet an adult virgin nevertheless receives a ketuba of a betula. Furthermore, a virgin who was previously in an unconsummated marriage does **not** receive the ketuba of a betula.*

Talmud Yerushalmi Ketubot 1:3

Does the matter depend on the hymen? An adult woman has no hymen and her ketuba is 200! A virgin who was married has a hymen, but her ketuba is a *maneh* [100]! What now [is the halacha]? An adult woman has not lost her favor [*china*]; a virgin following marriage [that ended unconsummated] has lost her favor.

200 zuz – Our sages estimated that this is the amount of one's expenditures on sustenance and his clothing [for a year].

¹¹ Available here:

https://www.academia.edu/1158196/The_Birkat_Betulim_A_Study_of_the_Jewish_Celebration_of_Bridal_Virginity

In the eyes of men seeking to marry, a woman who had never been married or had relations would have increased favor, regardless of whether her hymen was fully intact.

What about the woman's perspective? A Talmudic passage describes the connection of a virgin kalla and her chatan as a type of berit between them:

Sanhedrin 22b

Rav Shmuel bar Onya said in the name of Rav Asha: She [a woman] is unformed, and only forms a covenant with the one who made her a receptacle [*keli*], as it says (Yeshaya 54:5): "For your husband [*bo'alayich*] makes you; the Lord of Hosts is His name."

The Talmud employs metaphor to indicate that losing virginity creates a physical and emotional shift. Maharsha explains that becoming a keli, or receptacle, represents achieving the physical capacity to bear children. Based on a second the metaphor, in the Talmud's prooftext—of God as groom and Israel as bride—Maharsha teaches that a unique emotional bond can be formed at a woman's first sexual experience, analogous to the covenantal bond forged between God and Israel at Sinai.

Maharsha, Novellae on Aggadot, Sanhedrin 22

...Before she has had relations, she does not have the capacity for reproductive activity, like something that is unformed.... Similarly to what they said above, that the male has satisfaction only from his first wife, he said here that the female also forms a covenant only with her first husband, who made her a receptacle,...as it is written (*Hoshea* 2:9): "I will go [back] to my first husband," for He made us [the Jewish people] a receptacle with capacity for the activity of Torah. And before the giving of the Torah, Israel were merely like something unformed...

The themes of virginity, fertility, exclusivity, and covenant come together in a Geonic beracha that was recited by a groom after first relations with a virgin bride:

Seder Rav Amram Gaon, Seder Eirusin U-nissuin

Blessed are You, Lord, our God, King of the universe, who set a walnut in the Garden of Eden, a 'lily of the valley,' that no stranger would control a 'sealed spring.' Therefore, a 'loving doe' was kept in purity, she did not break the ordinance. Blessed are You, Lord, who chooses the seed of Avraham our forefather.

The nut, sealed spring, and doe mentioned here are allusions to Shir Ha-shirim, in which they are taken to symbolize the Jewish people as a whole. They also remind us of the exclusive and sacred bond of [kiddushin](#). The beracha implies that virginity is a prelude to these aspects of kiddushin, and that the first act of relations both opens the door to reproduction and ushers a couple into the berit that began with Avraham and continues with the Jewish people, his "seed."

Halacha permits relations only within an exclusive, covenantal framework. Although virginity at the outset of a marriage may help foster the ideals of purity, sanctity, and exclusivity, these ideals apply to any halachic marriage.

Evolution and Purpose

We've seen that the *ketuba* might be derived fully or partially from the Torah, or might be an entirely rabbinic enactment. Regardless, the *ketuba* gradually evolved to become the contract that we have today. The Talmud details key stages in the *ketuba*'s evolution that reveal aspects of the *ketuba*'s purpose. (We've numbered the stages to make them easier to understand.)

Ketubot 82b

It was also taught thus in a baraita: (1) At first, they would write [a *ketuba*] for a virgin of 200 [zuzim] and for a widow of a *maneh* [100 zuzim], and they [men] would grow old and would not marry women. (2) They [the sages] enacted that they would leave it [the *ketuba* payment] in her father's home. But still, when he [the husband] would be angry at her, he would say to her, 'go with your *ketuba*.' (3) They enacted that they would leave it in the father-in-law's home. The rich women would make from it baskets of silver and of gold, and the poor would make from it a tub of copper [Tosafot's text]. But still, when he would be angry at her, he would say to her, 'take your *ketuba* and go.' (4) Until Shimon ben Shetach came and enacted that he write her, 'all of my property is in lien to her *ketuba*.'

Tosafot Rosh explains this passage as follows:¹²

Stage 1: The *ketuba* seems to have entailed the *chatan* setting aside 200 zuz so that it would be ready to be paid out in the event of divorce or the husband's demise.

Unfortunately, women would not agree to marry under these conditions, because there was no way to guarantee that a wife would actually receive this "insurance" money if her marriage ended. In particular, there seems to have been a real concern that heirs might conceal money from a new widow.

Stage 2: It was then decided to set the money aside at the home of the bride's father, where she trusted it would await her if it needed to be paid out.

¹² Tosafot Rosh *Ketubot* 82b, s.v. *Hayu mazkinin*

...(1) "At first they would write," i.e., separate her *ketuba* [funds], and they would not write a lien on [his] property if these coins would be lost. And they would grow old and they would not marry women, because they [f., women] were afraid that the heirs would hide the coins that were set aside for her *ketuba*, (2) They enacted that they would leave them [the funds] in her father's home, for the heirs cannot hide them. When he would get angry at her, he would say, 'go to your *ketuba*.' Originally, he wouldn't have said this, for sometimes he would be pressed for money and would appease her. And she would lend [the funds] to him, and he would repay. But now they are not in his domain, and he has no benefit at all from them. (3) They enacted that they would be placed in her father-in-law's home. The rich would make baskets, etc. And they were not concerned that the heirs would hide them, because that makes sense to do with coins—when it is not typical to give her the coins to keep, but they would set them aside for her in his domain, the heirs would hide them. But it is customary that she keep her own vessels, and furthermore, her vessels would be recognizable to everyone when they would see them. And now the husband also benefits from them a bit, for when he'd be exceedingly pressed for coins, she would lend [the vessels] to him to pawn them. And still, since he only would have a small benefit, when he would be very angry, he would say, 'take your *ketuba* and go out.' (4) Until Shimon ben Shetach came and enacted that he write [that] all his possessions are in lien, and he would not set anything aside for her. Now it is difficult in his eyes to withdraw the money and give it to her.

However, this arrangement made it too easy for the husband to dissolve the marriage. Since the funds were already out of his reach, he had no financial incentive to try to preserve the marriage. The money was waiting for his wife at her parents' home, and, in a moment of anger, he could tell her to go join it.

Stage 3: Next, the *ketuba* funds were used to make significant vessels that would be used in the couple's home (the Talmud's phrasing reflects the assumption that married sons would live in an extended household with their parents). These would be difficult for the heirs to conceal if the husband died, and the husband would also get some benefit from them during the marriage.

Unfortunately, the benefit of the vessels to the husband was insufficient to deter divorcing in a fit of anger.

Stage 4: Finally, the *ketuba* was changed to a lien on the husband's property. This meant that any of his property could be seized to pay out the *ketuba*, so the commitment was both substantial and secured. Furthermore, the funds were not set aside in advance, so the need to gather them would deter frivolous divorce.

With this series of decisions, the sages sought to protect women's financial security in the event of divorce or widowhood, while also reducing the chances of impulsive divorce. Ultimately, the *ketuba* developed as a document that provides for a woman when a marriage ends, in a way that **stabilizes** the marriage. This function underlies the halacha with which we began this piece, that the *ketuba* is essential to the marriage's legal standing.

Other Talmudic passages reinforce these ideas. One tells us explicitly that one purpose of the *ketuba* is to help deter a man from divorcing lightly:

Ketubot 39b

Our rabbis thought: for what reason did the sages enact the *ketuba*? In order that it not be easy in his [the husband's] eyes to cast her out [divorce his wife].

Perhaps adding a woman's direct perspective, another passage teaches that the *ketuba* adds "favor." Rashi explains this as giving a woman motivation to marry.¹³

Gittin 49b

The *ketuba* of a woman is on account of favor [*china*].

Rashi ad loc.

On account of favor - That men would find favor [*china*] in the eyes of women and they [women] would marry them.

By deterring divorce, a *ketuba* strengthens marriage, creates motivation to pursue it, and builds confidence in it. In the mishna, Rabbi Meir goes so far as to suggest that a

¹³ The Yerushalmi explains *china* as making her a more appealing marriage prospect, presumably on account of her financial security.

Yerushalmi Ketubot 9:7

What now [is the halacha] 'on account of favor' [*china*]? that everyone would be jumping to marry her.

sub-standard *ketuba* would mean that relations within the marriage are considered licentious; the Talmud explains that Rabbi Meir saw a proper *ketuba* as crucial to a woman's sense of faith in her marriage:

Mishna Ketubot 5:1

Rabbi Meir says: Whoever [writes in the *ketuba*] less than 200 [zuzim] for a virgin or less than a *maneh* [100 zuzim] for a widow, this is licentious relations.

Ketubot 56b

Since he said to her, 'you only have a *maneh* [100 zuzim],' she doesn't trust [the marriage] and the relations are licentious relations...

In other words, Rabbi Meir views the *ketuba* not just as a prerequisite for marriage and assurance of a woman's financial security, but also as a legal device that shapes the identity of the marriage, by building marital confidence and commitment.

The Ketuba Text

Now that we know something about the history and role of the *ketuba*, we are prepared to appreciate its contents. The text of the *ketuba* is primarily in Aramaic, which was the most common spoken language among Jews at the time it was formulated. Let's go through it step by step, addressing some common questions along the way. We'll present the most significant differences between common versions of the *ketuba*,¹⁴ but won't be able to look at every variation. On the whole, phrases that appear only in some versions are in brackets, and common alternatives are side by side with slashes. For the sake of readability, the base text presented from this point on is the standard *ketuba* for a "*betula*."

In practice, a couple should work out their *ketuba* text with their *mesader kiddushin* (the one officiating the wedding).

I. Setting the Scene The *ketuba* starts with the Jewish calendar date and the location, and then names the *chatan* and *kalla*:

Ketuba (1)

On _____ [day] of the week, _____ [date] of the month of _____ in the year 57__ [from the creation of the world] in accordance with the count that we make here in _____ [location], [we are witnesses to] how the *chatan* _____ [given name] son of _____ [father's name] _____ of the family _____ said to this virgin [*betulta*]/ to the *kalla* [bride] _____ [given name] daughter of _____ [father's name] _____ of the family _____:

Names and the Question of Mothers' Names: Typically, Jewish legal documents list a person's given name and their father's name, but not their mother's. This is customary for the *ketuba* as well. In a brief responsum, Chatam Sofer permits recording the mother's name in the *ketuba* of someone whose father's name is

¹⁴ We refer to *ketubot* mentioned on the Art Chazin site, which lists many versions, including the RCA *ketuba* and versions of the Sefardi *ketuba*: http://www.artchazin.com/html/ketubah_text.html

unknown. He also relates to why we typically do not use the mother's name in the *ketuba*:

Responsa Chatam Sofer 4:25

...A person isn't publicly known by his mother's name as he is by his father's name, with which they call him to the Torah and with which he signs. And the great rabbis Abba Shaul ben Imma Miryam and Rav Mari bar Rachel and Rav Shimon ben Pazi, were outliers in using such a name, and not everyone who wishes to take his mother's name can take it. In any case, it is possible that we can use it as a distinguishing sign when there are "two Yosef ben Shimons" [examples of identical names that need to be distinguished], [or when] the *chinuch* [education] from the mother is well known—like Rav Shmuel Eidels. Or like Chavot Yair, who was called this in the language of the common man on account of his grandmother Chava, who raised him. I further found this in the work *Get Pashut* 129:51; nevertheless, with a person who does not know their father's identity or a foundling, he [*Get Pashut*] permitted from the outset to write the name of his mother...

A *chatan* and *kalla* might nevertheless wish to include their mothers' names in the *ketuba* alongside their fathers' names. Is this permissible?

In an online responsum,¹⁵ Israeli rabbi Rav Yehuda Odesser gently discourages this by noting that it is not customary, though he defers to the officiant of the wedding:

Rav Yehuda Odesser, The Name of the Father and the Mother in the *Ketuba*, yeshiva.org.il, 9 Tevet, 5773

In practice – the rabbi who is officiating at the wedding is responsible for the laws and customs of the ceremony and for filling in the *ketuba*. In any case, if we are speaking about a *chatan* and *kalla* from a family where the father and mother are Jews in good standing (whose mothers were also Jews), the custom is to write the father's name. The reason is because a Jewish man's lineage follows his father (if he was a *kohen*, *levi*, etc.).

In contrast, Rav Yehuda Henkin defends the possibility of including the mothers' names in the *ketuba*:

Responsa *Benei Banim* 4:28

It seems that the reason to mention the mother is because a woman's part in raising her children for *chuppa* is no less than her husband's, or even more. And although writing the names in the *ketuba* isn't for purposes of honor, in any event, it will be considered as an honor to her to be mentioned within it, especially according to our custom, for we read the *ketuba* out loud...There is no concern of *u-vchukoteihem* [following idolatrous ordinances] in mentioning the mother, for we have found many instances in the books of *Melachim* and *Divrei Ha-yamim* of "and king such-and-such dies and such-and-such became king in his stead, and his mother's name was such-and-such." Behold, it is not from them [the non-Jews] that we learn this...

Rav Henkin validates the impulse to include the mothers' names. In a brief communication to Deracheha, Rosh Yeshivat Har Etzion Rav Baruch Gigi also wrote

¹⁵ Available here: <https://www.yeshiva.org.il/ask/77456>

that including the mothers' name after the fathers' is acceptable if both parties wish to do so.¹⁶ Because this is not customary, a couple should be sure to discuss it in advance with their families and *mesader kiddushin*. A *mesader kiddushin* also addresses other questions about names in the *ketuba*, such as how to spell formal names and whether to include nicknames.

Describing the Kalla: The *ketuba* text mentions the *chatan* by name, unadorned. For the *kalla*, though, it includes a term specifying her personal status. This status varies based on her life circumstances. It is included because it has implications for her *ketuba* settlement and whom she is permitted to marry.

A widow appears as *armalta*, a divorcee as *matrachta*, and a convert as *giyurta*. A divorcee and a convert are not permitted to marry a kohen.¹⁷ In all three of these situations, the *kalla* is entitled to the same base *ketuba* sum of 100 zuz, as opposed to a virgin *kalla's* 200.¹⁸

According to Ashkenazi traditions, a virgin *kalla* who was born Jewish is called *betulta* (Aramaic for the *betula*, virgin). Some Sefardi traditions simply call her *kalta* (Aramaic for the *kalla*, bride).

If a *kalla* is **not** a virgin (and she neither had a previous marriage nor underwent conversion), a few different terms may be used to describe her in the *ketuba*, most commonly *kalta* or *iteta* (the woman), since they are less descriptive terms. Some use *be'ulta* (a woman who has had relations), which sounds and looks like *betulta*.

Over six hundred years ago, Tashbetz allowed for a *chatan* to give the *ketuba* of a *betula* to a bride who was halachically presumed not to be a virgin, since adding to

¹⁶ Ha-Rav Baruch Gigi, *Communication to Deracheha*

In my opinion, if the parties are interested, it is possible to write it [the mother's name].

¹⁷ The Torah prohibits a *kohen* from marrying a *zona*, typically a woman who has had relations with someone she was not permitted to marry. This could be a close relative or, most commonly, a non-Jew:

Vayikra 21:7

A woman who is a *zona* or is a *chalala* [daughter of a *kohen* and someone whom he was not permitted to marry], they [*kohanim*] shall not take [as wives], and a woman divorced from her husband, they [*kohanim*] shall not take [as wives], because he is sanctified to his God. Rambam, Laws of Prohibited Relations 18:1

From Torah tradition we learned that the *zona* [mentioned in the Torah] is...a daughter of Israel who had relations with a man whom she is forbidden to marry, in a prohibition that would be the same for all [Jewish women]....

In the context of discussing marriage to a *kohen*, Shulchan Aruch defines the term *zona* more broadly to include a convert:

Shulchan Aruch EH 6:8

Who is a *zona*? Any [woman] who is not born Jewish, or who is born Jewish but had relations with a man whom she was prohibited to marry....Likewise, the female convert,—...even if she underwent conversion...under the age of three years—since she is not the born Jewish,...she is prohibited to a *kohen*.

¹⁸ If the hymen of a virgin *kalla* who was born Jewish was physically removed, deliberately or by accident, then she is considered a *mukat eitz* (lit., one struck by wood). She, too, is entitled to 100 zuzim, and not 200. In this case, she can still be called *betulta* in the *ketuba*, and the *ikkar ketuba* can be listed as 200 zuzim, similar to what Rav Moshe describes for a non-virgin, *infra*.

Shulchan Aruch EH 67:5

A *mukat eitz*, her *ketuba* is a *maneh* [100 zuzim], even if he was not aware of it, and he had relations with her presuming that she was a total virgin.

her base settlement is at the *chatan*'s discretion.¹⁹

Much more recently, Rav Moshe Feinstein maintains that, so long as the *chatan* agrees, a non-virgin *kalla* eligible to marry a *kohen* can receive the *ketuba* of a virgin:

Responsa Iggerot Moshe OC 4:118

Regarding the matter of writing the *ketuba*, there is no need to tell the *mesader kiddushin*, because since the *chatan* will sign the *ketuba*, he has agreed to the *ketuba* of a *betula* and is not particular beyond that. And he is obligated in the *ketuba* of a *betula* even if she really is not a *betula*, so long as she did not mislead him. Since he wanted to obligate himself in the *ketuba* of a *betula*, it [the extra payment] is no worse than the additional payments [*tosefet*] of a *ketuba*. And when she is marrying the man who himself had relations with her, it is **most** correct to write the *ketuba* of a *betula* and to write "*betulta*"....But even with a non-virgin who had relations with someone else—as long as she had relations with a Jew in good standing, and is thus fit to marry a *kohen*, so that [the *ketuba*] doesn't affect prohibitions, but is about the matter of the monetary sum—if the *chatan* knows, and he wants the *ketuba* of a *betula*, they can write the *ketuba* of a *betula*. And naturally, they shouldn't reveal this to the *mesader kiddushin* or to any person, as I wrote above.

As Rav Moshe notes, the key implications of the *ketuba* for a woman who would be permitted to marry a *kohen* relate to money, since her sexual history does not limit whom she can marry. A *chatan* can thus choose to obligate himself in additional funds,²⁰ making the amounts equivalent to those of a virgin. Taking this step also enables the couple to keep the *kalla*'s past private, as it is for a non-virgin *chatan*. In this case, the term "*betulta*" in the *ketuba* would still be considered accurate, since in a less common usage, it can also denote a woman who never had children.

If, however, a woman had relations with someone a Jewish woman is not permitted to marry, like a non-Jew, using the term *betulta* in the text of the *ketuba* would not be permissible, so as not to be misleading in the event of widowhood and remarriage.²¹

Commitments: Now that we've covered the when, where, and who of the *ketuba*, it's time to look at **what** the *chatan* has committed to the *kalla*:

Ketuba (2)

"Be my wife in accordance with the law of Moshe and Yisrael. And I will work and

¹⁹ Responsa Tashbetz 3:178

If he wrote her 200 and she was a non-virgin and he wished to detract from his property—they [the sages] already wrote (*Ketubot* 54b) that "if he wants to add even 100 *maneh* [10,000 *zuzim*] for her, he can add it," and write "the virgin" for a non-virgin, as the husband wishes. We are not concerned that through this it [the *ketuba*] appears as falsehood.

²⁰ Additions to the minimum *ketuba* payment can be written as part of the *ikkar ketuba*:

Ramban Ketubot 54b

We see also in responsa of the Geonim that they say the custom is to add the *tosefet* [to the *ikkar ketuba* amount] without writing it explicitly. Therefore, one should not protest someone who does this.

²¹ A widow whose *ketuba* specifies *betulta* is presumed to be eligible to marry a *kohen*. Therefore, to avoid mistaken inferences, we avoid writing *betulta* in the *ketuba* of a woman who would be ineligible to marry a *kohen*.

honor and sustain and provide for you in accordance with the laws of Jewish men, who work and honor and sustain and provide for their wives faithfully.”

This part of the *ketuba* restates *kiddushin*, and also presents a commitment to support and to honor the *kalla*. In practice, the couple can arrange their finances in a range of ways, but this fundamental expectation of a husband providing support for his wife generally stays in place. (See more [here](#).)

Basic Settlement Next comes the *ikkar ketuba*, the fundamental financial commitment of the *ketuba* itself, as well as a statement of the core obligations of the *chatan* to provide his *kalla* with *she’ar*, *kesut*, and *ona*—sustenance, clothing and sexual relations. (Learn more [here](#).)

Ketuba 3

“And I give you [the *mohar* of your virginity—200] silver *zuzim* that are fit for you [from the Torah]. And your sustenance, and your clothing, and your necessities, and to live with you in the manner of all the world.” And [Ms.] _____ [name], this *betula/kalla* agreed, and she became his wife.

The language introducing the *ikkar ketuba* is an important point of contention. Ashkenazi *ketubot* typically refer to *mohar* and state that the payment is 200 and fitting “according to the Torah,” while Sefardi *ketubot* do not.

Rabbeinu Tam saw the mention of *mohar* and “from the Torah” as proof that the *ketuba* is a Torah-level obligation.²² As he read it, this language means that the *zuzim* in question are pure silver, so that 200 of them are equivalent to fifty biblical shekels. Alternatively, this language may simply relate to the *ketuba* as rabbinic, with the amounts enacted by the sages to match the numbers mentioned in the Torah.²³

Other authorities who view the *ketuba* as unquestionably rabbinic may consider including those words to be in error.²⁴

Following the view that the amounts are rabbinic, Shulchan Aruch rules that the 200 *zuzim* of the *ikkar ketuba* are in *kesef medina*, alloyed silver coins with a value of 1/8 of a pure silver *zuz*. He also provides an equivalent in his currency, the *dirham*. Rema

²² Tosafot Ketubot 10a, s.v. Amar Rav

For they had the practice to write in the *ketuba* “200 silver *zuzim* that are fit for you from the Torah,” and Rabbeinu Tam says that we rely on Rabban Shimon ben Gamliel...who thought the *ketuba* is on a Torah level.

²³ Rosh Ketubot 1:19

I saw some interpret that even if they are accustomed to write, “that are fit for you from the Torah,” they concede that the *ketuba* of a woman is rabbinic. And the sages enacted 50 silver pieces “from the Torah,” meaning from the *shekalim* mentioned in the Torah, in order “that it not be easy in his eyes to divorce her.” And they supported it from the verse, “like the *mohar* of *betulot*.” Therefore, it is customary to write, “that is fit for you from the Torah,” so that a person not err to say that, since it is rabbinic, she can only collect fifty coins of local currency [which is not pure silver]. And these are well-reasoned words. But one who writes “200 silver *zuzim* that are fit for you” [omitting “from the Torah”] has not lost anything.

²⁴ Ran Ketubot 65b (Rif Pagination)

Those who write “200 silver *zuzim* that are fit for you from the Torah,” it is a mistake. For from the Torah, nothing is fit for her, but rather it is rabbinic. Therefore, she does not collect anything on the strength of the *ketuba*, but rather collects based on a rabbinic enactment.

cites the opposing position, that the 200 *zuzim* are indeed of pure silver, and thus equivalent to the biblical *mohar*.

Shulchan Aruch EH 66:6

How much is the value of the *ketuba*? For a *betula* 200, and for a widow a *maneh* [100]. And that of each of them is *kesef medina* [alloyed coins], so the *ketuba* of a *betula* is 37.5 *dirhams* [coins] of pure silver. Rema:...But according to the opinion of some authorities, the 200 of the *betula* and *maneh* of the *almana* are valued in the Torah's *zuzim*, which is eight times more....And they wrote that therefore they had the custom to write in the *ketuba*, "that is fit for you from the Torah" [Rabbeinu Tam]....

What does this add up to now? Based on accepted valuations of Rav Karo's *dirham*, this works out to an *ikkar ketuba* of 120g of pure silver for Shulchan Aruch, and about 960g of silver for Rema. However, the prices of commodities and of currency are in constant flux. Today, the amounts described here are well under \$1,000 for Rema, and less than \$100 for Shulchan Aruch.²⁵

Each of these sums is substantially smaller than what would be needed to subsist for a year above the poverty line, which we saw was the initial spending power of the *ketuba*. One way to address the disparity between the former value of the *ikkar ketuba* and its current, lesser value, is through the next clauses of the *ketuba*.

Additional Financial Commitments: The next section of the *ketuba* makes note of the *nedunya*, dowry, also called *nichsei tzon barzel* (lit., iron sheep property). This is a type of property that the wife brings into marriage, of which the husband has full use. However, the wife retains rights to its initial principal value as part of the *ketuba* settlement.

Rashi Ketubot 101a

Nichsei Tzon Barzel - That are valued in her *ketuba*: "And this *nedunya* [dowry] that she brings him from her father's house." And he [the *chatan*] takes upon himself financial responsibility to return them to her in the event that she leaves the marriage.

After the *nedunya*, we mention what is known as *tosefet ketuba*, additional payments stipulated in the *ketuba* at the *chatan*'s discretion.

Mishna Ketubot 5:1

Even though they said a *betula* collects 200 and a widow a *maneh* [100], if he wants to add even 100 *maneh* [=10,000], he can add it.

The *ketuba* text here varies greatly in different communities. The Ashkenazi text itemizes types of property, but in practice assigns a standardized lump sum of 200 *zekukim*, 100 each for the *nedunya* and for the *tosefet ketuba*:²⁶

²⁵ For a recent reference, see Rav Meir Orlian, "*Ha-ketuba Bi-r'i Ha-mekorot U-piskei Ha-din*," in *Mishpacha: Mif'al Chayyim*, ed. Chayyim Branson (Rishon Le-Zion: Yedioth Ahronoth Books, 2019), 337. As of February 2019, he estimates Shulchan Aruch's value as 221NIS and Rema's at 1,765NIS.

²⁶ Beit Yosef EH 66

Ketuba (4) Ashkenazi

And this *nedunya* that she brings him from the house of _____ whether in silver, whether in gold, whether in jewelry, in articles of clothing, vessels for the home, and linens, all this our *chatan*, _____ [name] has taken upon himself, with 100 *zekukim* of pure silver. And our *chatan*, _____ agreed, and added to it from his own [funds] another 100 *zekukim* more, of pure silver corresponding to them—in total, 200 *zekukim* of pure silver.

Zekukim were a common currency in the Middle Ages, but today there is halachic debate regarding their value. In a responsum from 1980, Rav Moshe Feinstein summarizes the difficulties with using the language of 200 *zekukim* in the *ketuba*:

Responsa Iggerot Moshe EH 4:91

We use only the country's banknotes, which are called the dollar currency. The amount of the *ketuba* is not known even to scholars and halachic authorities and judges....In the days of our early authorities, their coinage was of pure silver—for silver was very cheap...and it [the *ketuba* payment] was not considered as sufficient to reduce divorce. —Therefore, they enacted writing 200 *zekukim* of pure silver....And especially in recent years, when there is no interest in silver coinage at all, but only in government banknotes and the small coins that have no silver whatsoever, and even one man could not sustain himself from an amount like this [of local coinage] except for a short time...Therefore, we have to calculate the *ketuba* as 200 *zekukim* of pure silver itself, for this was what the early ones enacted....And this is 100 pounds of pure silver.

While Rav Moshe ascribes the value of 100lbs (45.36kg) of pure silver to 200 *zekukim*, opinions range widely from 2.4kg to 57.5kg, leaving the total valuation of an Ashkenazi *ketuba* anywhere from around \$1,800 to \$44,000 (as of Tevet, 5783)! Given the difficulties of making this valuation, some authorities have suggested jettisoning the mention of *zekukim* and replacing them with a realistic but substantial sum that would be readily understood by the *chatan* and *kalla*, and their witnesses.²⁷ In contrast, Sefardi *ketubot* already vary, leaving room for a more realistic sum and including a provision in case of fluctuations in currency values.

Ketuba (4) Sefardi

Thus the Ashkenazim are accustomed, to write in the *ketuba* 400 coins, whether she brought him nothing and whether she brought him more [than that]. But the custom in our lands is not so. But rather, we write for her [a *kalla*] in accordance with what each one brings in.

²⁷ See the discussion in Rav Yitzchak Shilat, "Yeridat Erech Ha-ketuba," in *Ishut, Halacha, ve-Kavanot Ha-Torah* (Ma'aleh Adumim: Hotza'at Shilat, 5778): 121-146.

Available here: <https://asif.co.il/wpfb-file/%d7%99%d7%a8%d7%99%d7%93%d7%aa-%d7%a2%d7%a8%d7%9a-%d7%94%d7%9b%d7%aa%d7%95%d7%91%d7%94/>

For example, in this rabbinic court decision from 1985, a court led by Rav Shlomo Dichovsky wrote as follows:

Rabbinic Court Decisions of Israel 13, p. 308

In the Tel Aviv Regional Rabbinic Court, before the Honorable Judges: Rabbis S. Dichovsky, A. Bar Shalom, A. Sherman....In order to prevent stumbling, it would be fitting to amend the sums in the *ketuba* (aside from *ikkar ha-ketuba* which is in *zuzim*) and specify them in an understandable fashion (grams of pure silver or an accepted currency), and avoid the contradiction that is found between specific sums and general sums and [avoid incurring] an obligation that is not known to any of those dealing with the *ketuba*....5745.

[And this dowry that she brings him from the house of _____ [family name], with an addition [*tosefet*] that he added for her from his own [funds], until we reach the amount of all of this *ketuba*, *tosefet*, and *nedunya*: a total of _____ silver *zuzim*, and an additional amount of _____.] /And this *ketuba* that he made for her is a sum total of _____ and the aforementioned *chatan* acknowledged that he accepted all this aforementioned total amount and willingly imposed it upon himself as *nichsei tzon barzel*—that if they decrease in value, the decrease is his; and if they increase in value, the increase is his.

In some communities, the *chatan* might write a particularly large sum, as a demonstration of his regard for the *kalla*. This practice is discouraged, however, especially since even highly inflated amounts may be enforceable, at least under Israeli law!

Conditions A *ketuba* may also contain a number of conditions for the marriage. So, for example, Sefardi *ketubot* often include mentions of a wife's commitments, as well as a *chatan's* commitment to monogamy and to making international travel subject to her agreement.

Ketuba (4a) Sefardi

The conditions that they made between them are valid and confirmed, like the conditions of the members of Gad and Reuven, and they are these: Her handiwork is his, her sustenance and all of her needs are on him, the residence _____ the inheritance is in accordance with what is commonly agreed upon here in _____ [place]. And he will not marry and will not become engaged to and not halachically betroth any other woman in addition to her, unless it is with permission of a religious court of justice. And he will not sell or mortgage any objects in her possession unless it is with her permission and full, glad consent. And he will not tempt her nor convince her to waive the [amounts of] her *ketuba*, neither in full nor in part, nor any condition of the *ketuba*. And if she waives it, behold this waiver is void as of now, like a broken shard and like something that has no substance. And he will not leave *Eretz Yisrael* without her permission and agreement.

The *chatan's* agreement here not to marry another woman is particularly noteworthy, since the edict of Rabbeinu Gershom that a man cannot marry more than one woman did not take effect in all the lands of the East.²⁸

Collection Next, according to all traditions, the *chatan* clarifies that all of his property, even the shirt off his back, is in lien to ensure that the *ketuba* can be collected. (We discussed the development of this halacha above.)

Ketuba (5)

And so says _____ [name] our/ the aforementioned *chatan*: "Financial responsibility for [and the stricture and the force of] this *ketuba* contract [this dowry and this additional sum], I take upon myself and upon my heirs after me to pay from the best portion of any property and acquisitions that I have under [all of] heaven[:landed property and movable property acquired with it], that I have

²⁸ See more about this in our piece on *kiddushin*. We also return to the effects of this edict on the status of the *ketuba* at the end of this piece.

acquired and that I will acquire in the future, [property that is subject to lien and that is not subject to lien,] all of them will be mortgaged to guarantee [and are in a full and complete lien in accordance with the sages' enactment] to pay from them the contract of this *ketuba*/ [dowry, and additional payment from me], and even the shirt off my back, in my lifetime and after my lifetime. [From this day and forever.]”

Attestation The *ketuba* concludes with a summary attestation and signatures of the two witnesses to it, and sometimes also includes the signature of the *chatan* himself:

Ketuba (6)

[The monetary obligation of the contract of this *ketuba*, this *nedunya*, and this *tosefta*, our *chatan* _____ [name] has taken upon himself with the strictures [and force] of all contracts of *ketubot*/ *tosefet ketubot*/ and kosher contracts that are customary with the daughters of Israel and are made in accordance with the enactments of our sages of blessed memory.] And [all is] not as an unsecured pledge, and not as mere formulae. [Nullifying any protests or disqualifying their witnesses, in accordance with the view of Rashba, may he be remembered in the world to come. And the stricture and the force of this *ketuba* is like the stricture and the force of all valid contracts and this contract will not be deemed unfit.] And it is acquired from the hand of _____ [name] from the family _____ [surname] our/ the aforementioned *chatan* [to Ms. _____ [name] of the family _____ [surname] [this virgin] on all that is written and explicated above, with an article with which it is fit to make a *kinyan*.] / [A full and complete *kinyan* with an article with which it is fit to make a *kinyan*, effective as of now, as is fitting and in accordance with the enactment of the sages on all that is mentioned above. And he also made a stringent oath to complete the *kinyan* before God and before those who make oaths truly, to affirm and uphold all that is written regarding him in this *ketuba* document, without any change or deceit or scheme whatsoever.] And all is valid [and true, and firm, and correct] and established.

[Attested to] _____ [name], [witness].

[Attested to] _____ [name], [witness].

[Also, I the *chatan* agree to all that was written above _____.]

The *kinyan* to which the *ketuba* refers is a *kinyan sudar*, a symbolic ‘handkerchief transaction’ that effects a halachic change in status. This *kinyan*, common in a range of contracts (like selling *chametz*), signifies a person’s full agreement to the terms of a contract, in symbolic return for an object (often a handkerchief or pen), which he holds and lifts. Rema stipulates that a *kinyan* before witnesses is a precondition for the *ketuba* to take effect.

Rema, Shulchan Aruch EH 66:1

...The witnesses only sign the *ketuba* after the *chatan* has made a *kinyan* before them...

Ideally, the object used for this type of *kinyan* belongs to the person who is “acquiring” the contracted commitment.²⁹

²⁹ Bava Metzia 47a

In this case, the *chatan* takes hold of and lifts an object to signify his full agreement to the terms of the *ketuba* and to initiate the lien on his property. The *kalla* can be seen as acquiring these obligations through acquiring the *ketuba*. A *mesader kiddushin* typically has in mind that he is loaning the *kalla* the object used for the *kinyan* before he hands it to the *chatan*.

In light of the preference that the object used for the *kinyan* belong to the *kalla*, and in light of the desire of some couples for both spouses to wear wedding rings, some rabbis, including Rosh Yeshivat Har Etzion Rav Baruch Gigi, have suggested that couples interested in the husband wearing a wedding ring could consider using a ring owned by the *kalla* and intended for the *chatan* for the *kinyan* of the *ketuba*.³⁰ A ring used in this way serves a clear halachic purpose that is intrinsically connected to the wedding, without interfering with the *kiddushin*.

Rav Baruch Gigi, Communication to Deracheha

I have suggested this for some time, that the ring [that the *kalla* gives to the *chatan*] be the article through which they make the *kinyan* of the *ketuba*, as is ruled in *Bava Metzia* 47a, that we perform *kinyanim* “with the articles of the person who acquires.”

The *ketuba* has laid out the who, what, when, where, and how much of the *chatan*’s commitment to the *kalla*. Its contents are telling. If the *ketuba* was merely concerned with deterring divorce and providing for widowhood, it is hard to imagine that all of the details about other commitments would be included.

Rabbanit Chanital Ofan makes a broader point about the far-reaching significance of the *ketuba*, based on its text:

Rabbanit Chanital Ofan, “A Woman’s *Ketuba*: The Source of its Obligation and its Meaning,” *Masechet I* (5762): 124.

When we examine the *ketuba*, we see that it does not only include what is called “*ikkar ketuba*,” the portion that protects the woman’s financial future, but also the obligations of a husband to his wife...The *ketuba* isn’t only a prenuptial agreement, but rather it has a primary aspect within married life. The *ketuba* establishes the marriage, and it serves as an agreement between the two sides, with each of them having a part in it, in full partnership.

Entitlement to the Ketuba

Not all obligations related to the *ketuba* are written up within it. In any contractual situation, certain breaches of contract are so severe that the party in breach forfeits his or her standing or rights under the contract. The Mishna lists two sets of behaviors in breach of the marital relationship, for which a woman could be forced to accept divorce from her husband while forfeiting the sum provided for in her *ketuba*. (The practical halacha depends on the specifics of a situation.) It calls them,

With what do we perform a *kinyan* [*sudar*]? Rav said: With the articles of the acquirer, for it suits the acquirer [*koneh*] that the one effecting the transfer [*makneh*] now acquires [the object], in order to seal [the obligation] and make the acquisition to him [take effect].

³⁰ Rav Dov Linzer has suggested doing this under the *chuppa*, following the *kiddushin*. See more here: <https://www.myjewishlearning.com/article/double-ring-ceremonies/>

respectively, *dat Moshe* and *dat Yehudit*.

Mishna Ketubot 7:6

These [women] leave [marriage] without a *ketuba*: One who violates *dat Moshe* or *Yehudit*. And which [behavior] is *dat Moshe*? She feeds him that which is not tithed, or has relations with him while *nidda*, or doesn't separate *challa*, or vows and does not keep [her vows]. And which [behavior] is *dat Yehudit*? She goes out and her head is uncovered, or she spins in the marketplace, or she speaks [flirtatiously] with every man.

Rashba explains the meaning of each category in the mishna:

Responsa of Rashba 5:246

One can say that — whether she violates a real Torah-level mitzva, or whether she violates the Jewish practice that the daughters of Israel conduct themselves modestly — the woman leaves [the marriage] without a *ketuba*. Thus [the mishna] specifies what she violates and causes him [her husband] to violate among the *mitzvot* of the Torah. Therefore there [in the mishna] the intended meaning of *dat Moshe* is real[ly a Torah prohibition], and *dat Yehudit* is modest Jewish conduct.

Rashba considers *dat Moshe* in this context to refer to Torah-level *mitzvot* and *dat Yehudit* to matters of binding, modest custom.

Dat Moshe includes only those situations in which a wife's transgression could also lead her husband to violate Halacha. For example, if a wife is not honest about the laws of *nidda*, she leads both herself and her husband to sin when they are intimate. But *dat Moshe* doesn't include personal violations of Torah prohibitions. For example, the Torah prohibits a woman from eating shrimp, but if she eats it, that is a personal matter for which she must do *teshuva*. Even if her husband initiates divorce on that basis, she does not forfeit her *ketuba*.

To be entitled to her *ketuba*, a woman is expected not to disrupt her husband's Torah observance, and not to deviate from the modest norms of her community. She is expected to be committed to sustaining the religious character of the home and the intimacy of the conjugal relationship. The husband has parallel responsibilities, which could make him liable to divorce his wife and pay out the *ketuba*.

The Ketuba Today

As a matter of Torah law, a wife cannot force her husband to divorce, but a husband can force divorce on his wife. See more [here](#). Following the institution of the *cherem* (edict) of Rabbeinu Gershom, however, a man cannot divorce his wife against her will.

Rema EH 119:6

Rabbeinu Gershom made an edict not to divorce one's wife without her consent, if she did not violate *dat [Moshe or Yehudit]*...And even if he wants to give her the *ketuba* [payment], he may not divorce her without her consent.

Wherever it took effect, this law has had a great impact on the status of the *ketuba*, in

two ways. First, it means that a couple seeking divorce will generally need to do so by agreement. As Rema notes, a man cannot simply force his wife to take her *ketuba* and consider the divorce settled. Since a divorce agreement typically includes financial arrangements, the *ketuba* usually becomes moot by mutual agreement.

Responsa Iggerot Moshe EH 4:92

In divorce it is not relevant to rule [regarding the sum of the *ketuba*] since Rabbeinu Gershom, light of the diaspora, prohibited forced divorce with his edict, for it [divorce] depends on the one who desires the divorce, whether the husband or the wife. He [or she] is forced to give the second party [a settlement] until he [the spouse] will be appeased to give or to receive the *get* [bill of divorce] as he [or she] requests.

Estates are similarly typically settled among heirs through an agreement distinct from the *ketuba*, so that the financial amounts of the *ketuba* have little practical application.

Second, once a wife's agreement is essential to divorce, the *ketuba* becomes less essential to the marriage. For example, we began this piece by noting that a couple is obligated to have a *ketuba*. Practically speaking, this means that a woman needs to know where her *ketuba* is and have ready access to it. Rav Moshe Feinstein recommends that a woman keep the *ketuba* secreted with her personal articles, unless she is confident that her husband can be trusted with it.

Responsa Iggerot Moshe EH 3:26

Regarding the matter of where the *ketuba* needs to be, it is fitting that the *ketuba* be in the woman's possession in the place where she keeps her things, since it is a contract on the husband. And if she believes the husband will keep it for her and give it to her whenever she asks for it from him, even if it happens that they need to divorce because of conflict, God forbid, then she can entrust it to him.

One common way to preserve the *ketuba* is to have a decorative artistic *ketuba* displayed in the home. It is also permissible for a woman's family to keep her *ketuba* for her, even if they are in another city.³¹

Common practice in Israel and in many other locales is to deposit a copy of the *ketuba* with the rabbinate, to head off the need for a replacement *ketuba*, known as a *ketuba de-irkesa*, in the case of loss.

Even without this measure, Rema raises this possibility that a couple who have lost their *ketuba* could be permitted to cohabit temporarily without one, because, with Rabbeinu Gershom's edict in place, the *ketuba* is no longer as necessary as it once was.

³¹ Available here: <https://hebrewbooks.org/pdfpager.aspx?req=710&st=&pgnum=168>

Responsa Divrei Yosef 42

...That our sages prohibited remaining with one's wife without a *ketuba* applies if he did not write her a proper *ketuba*, or if he wrote it for her and it was lost. But whenever it was not lost but remains in the hands of the woman's relatives who dwell in another city, he does not need to write a new *ketuba*... And here too, "it will not be easy in his eyes to divorce her," since the *ketuba* exists and remains in the hands of the wife's relatives. And that they dwell in a different city is not an issue, for is it not the case that if her husband divorces her, they will send her *ketuba* to her so that she can collect it from him?

Rema Shulchan Aruch EH 66:3

If he wrote her a *ketuba*, and it was lost, or she waived it,...he needs to write her another with the *ikkar ketuba*. For 'it is forbidden for a man to remain with his wife for even one hour without a *ketuba*'...Rema:...At this time, in these lands, where we do not divorce a woman against her will because of the edict of Rabbeinu Gershom,...it would be possible to be lenient regarding the writing of the *ketuba*. But the custom is not so, and one should not do differently...

Others question the validity of Rema's argument even where Rabbeinu Gershom's edict has been accepted, given that the edict is not on the level of Torah law.³²

Concluding Thought

We began this piece with a promise to explore the importance of the *ketuba*, starting with its Torah roots. In particular, we focused on how the *ketuba* represents more than a financial settlement and contributes both to a given marriage's stability and to the institution of marriage as a whole. Ironically, as the *ketuba*'s practical financial function erodes, its significance increasingly lies in those values more than in the precise sums stipulated within it.

Further Reading

Broyde, Rav Michael and Rabbi Jonathan Reiss. "The Ketubah in America." *Journal of Halacha and Contemporary Society* 47 (2004):101-124.

Available here: <https://www.ilaw.com/Articles/KETUBAH.pdf>

Gigi, Rav Baruch. "Yesodot Ha-ketuba." *Alon Shevut* 172 (5770): 135-157.

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Shilat, Rav Yitzchak. "Yeridat Erech Ha-ketuba." In *Ishut, Halacha, ve-Kavanot Ha-Torah*, 121-146. Ma'aleh Adumim: Hotza'at Shilat, 5778.

Available here: <https://asif.co.il/wpfb-file/%d7%99%d7%a8%d7%99%d7%93%d7%aa-%d7%a2%d7%a8%d7%9a-%d7%94%d7%9b%d7%aa%d7%95%d7%91%d7%94/>

³² For example, Chelkat Mechokek argues that Rema's contention would have weight if the Torah itself were to preclude unilateral divorce (as in the case of a rapist who marries his victim, which Rema cites to support his claim). Rabbeinu Gershom's edict, however, does not sufficient force to waive the need for a replacement *ketuba*.

Chelkat Mechokek 66:18

It would be possible to be lenient. It is easy to distinguish between a matter where is prohibited by the Torah to divorce [a wife against her will] to one that is only [prohibited] by the enactment of Rabbeinu Gershom, light of the diaspora.