INTERNATIONAL BEIT DIN
בית דין בינלאומי לעניני אישות

בס"ד

International Beit Din

File no. 165/2017

28 Elul 5777

19 September 2017

Plaintiff

v.

Defendant

Judgment

FACTS OF THE CASE:

The Plaintiff and the Defendant were married in the summer of 2000. They separated in September 2010. The Plaintiff asked the Defendant for a *get*. We summoned the Defendant to adjudicate the matter in our Beit Din, but he refused to comply with the summons. We set a date for a hearing, heard the arguments of the Plaintiff and in the month of June 2017, we obligated the Defendant to give the Plaintiff a *get*. To date he persists in his refusal to give her a *get.*

As Rabbi Avraham Shapira, former Chief Rabbi of the State of Israel, wrote (*Minhat Avraham* 4:6) in a case which did not involve *igun*: "We do not work excessively hard to canvass all possible leniencies," but "[i]n the case of an *aguna*, the *beth din* must work hard to find a leniency in order that she not remain an *aguna*." We have acted accordingly in identifying the

halakhic principles to invalidate the *kiddushin* of the above couple and to release her from the chains of *igun*.

DISCUSSION

1.

a. Kiddushin conducted by a person without the requisite credentials:

The Talmud in *Kiddushin* 6a states: "Rabbi Judah said in the name of Shmuel: Whoever is not well-versed in the laws of divorce and marriage has no business making decisions in such cases." This was determined to be the *halakhah* by *Shulhan Arukh, Even ha-Ezer* 49:1 and the glossators ad loc.; *Resp. Shevut Ya'akov* 3:121; *Resp. Knesset Yehezkel* 72; *Resp. Divrei Malkhiel* 4:119.

We will describe some of the functions of the *mesader kiddushin*, the officiating rabbi, in general, and his halakhic responsibility in overseeing the *kiddushin* process (*halakhic* engagement which occurs under the wedding canopy); in particular, we will examine whether in fact in the case before us, the *mesader kiddushin* fulfilled his duties properly.

1. The groom must give the bride a *ketubah*. (See *Tur, Shulhan Arukh, Even ha-Ezer* 66.) This obligation exists even where Rabbenu Gershom's ban against divorcing a wife against her will was accepted (See *Tur* and *Shulhan Arukh*, *Even ha-Ezer* 66:18; *Resp. Beit Shmuel, Even ha-Ezer* 66:11).

In the present case, no *ketubah* was drawn up. Moreover, as the Plaintiff contends that the Plaintiff purchased a *ketubah*, brought it to the wedding hall and handed it to the *mesader kiddushin*, but he refrained from using it.[1]

2. The *mesader kiddushin* must establish that the groom purchased the wedding ring in accordance with the Jewish law (*Resp. Beit Shmuel*, *Even ha-Ezer* 28:149).

In the present case, the Plaintiff purchased the ring.

3. The groom must pay for the ring before the wedding in such a way that he owns it outright.

[1] Whether one can rely upon the wifes rendition of the facts of the wedding ceremony and which people were under the *huppah.* The wedding ceremony depends on whether the wife understood the reason for the Beit Din's inquiry. See Iggerot Moshe, EN 4:83(3); Rabbi G. Felder' Nahalat Tzvi, 2;242-243. In our case, the wife did not understand the reason for the Beit Din's inquiry regarding the wedding ceremony.

According to *Resp. Avnei Milium*, *Even ha-Ezer* 28:33, if the wedding took place before the groom paid for the ring, the marriage is valid under rabbinic law (and some disagree: see *Otzar ha-Poskim*, *Even ha-Ezer* 28:19:105).

In the present case, the Defendant did not pay for the ring, and it is doubtful whether the *mesader kiddushin* asked the Defendant if the ring belonged to him.

4. *Kiddushin* may not be effected with something whose value is not commonly known, for it is possible to be mistaken as to its value, which would result in the absence of mental acquiescence to the *kiddushin* on the part of the bride (*Shulhan Arukh*, *Even ha-Ezer* 31:2), and the validity of the *kiddushin* themselves will be in doubt (Rema, *Even ha-Ezer* 31:2).

Even if there is no problem of mental acquiescence such as in the present case, where the Plaintiff bought the ring and therefore she knows its value, nevertheless the *mesader kiddushin* must ask the witnesses to the *kiddushin* prior to the act of *kiddushin* if the ring is worth one *perutah*. Indeed, she is married even if the ring is set with a gem (*Resp. Pithei Teshuvah*, *Even ha-Ezer* 31:4 in the name of *Kehillat Ya'akov*), that is, *ex post facto*, but *ab initio*, *kiddushin* may not be effected with a gem, even if its value is known (*Nahalat Shiva* 12:12; *Arukh ha-Shulhan* 31:8).

In the present case, the *mesader kiddushin* did not ask anyone who was standing under the *huppah* who was eligible to be a witness if the ring was worth one *perutah* (Rema, *Even ha-Ezer* 31:2; *Be'er Heitev*, *Even ha-Ezer* 27 in the name of Maharal)[2]. In the final analysis, a ring which was set with diamonds was used for the purpose of *kiddushin*.

5. The *mesader kiddushin* must explain to the bride and groom the nature of *kiddushin* in general, and the importance of giving a ring and the formulation of the *kiddushin* in particular (*Shulhan Arukh*, *Even ha-Ezer* 42:4; Rabbi David Feder, *Imre David* 29; *Shulhan Ezer*, 2:128:2).

In the present case, the *mesader kiddushin* did not talk to the bride and groom about the act of *kiddushin*.

6. The *mesader kiddushin* designates witnesses (*Resp. Maharam Mintz* 198; *Avnei Milu'im* 42:6; *Arukh ha-Shulhan*, *Even ha-Ezer* 42:31).

In the present case, the *mesader kiddushin* did not designate witnesses.

7. The witnesses must see the ring being given by the groom to the bride (Rema, *Even ha-Ezer* 42:4) and they must see the bride (here – the Plaintiff) holding out her finger to receive

[2] The value of a *perutah,* which is a type of coin, is 1/1244 of a Troy ounce (1/40 gram) of pure silver

the ring (*Mishberei Yam* 22) and that the ring remains on her finger for a certain period of time (*Resp. Maharsham* 3:50).

Ultimately, contrary to the ruling of the *Shulhan Arukh* and the Rema, the Defendant married the Plaintiff with a "stolen" ring! In the present case, an unknown Jew, who was not invited to the wedding, who presumably is halakhically observant (we did not actually manage to establish whether he was halakhically observant), and was not related to any other person, stood behind the bride and the groom. It is not certain whether he actually saw the ring being given and the finger of the Plaintiff being extended, and whether he heard the words of the *kiddushin* being uttered by the Defendant.

8. Let us assume that both the witnesses to the *kiddushin* were eligible and observed the ring being given and heard the words of the *kiddushin*: in the absence of designation of the witnesses, does the act of *kiddushin* have any validity? Clearly, there is no obligation to designate individuals as witnesses to the *kiddushin* (see *Shulhan Arukh*, *Even ha-Ezer* 42:4): if the witnesses observed the act of *kiddushin*, and presuming that no additional halakhic problems arise, their testimony is valid (see *Pithei Teshuva, Shulhan Arukh, Even ha-Ezer* 42:11 in the name of *Beit Meir* and *Hatam Sofer*; *Resp. Panim Me'irot* 3:25).

Nevertheless, the practice in many communities is to designate them (see *Hagahot ha-SM"G*, precept 183(7); *Ketzot ha-Hoshen* 36:a; *Resp. Radbaz* 2:1947; *Beit Meir* 42:4; *Siftei Kohen, Hoshen Mishpat* 36:8). One of the reasons behind this practice is Ritba's concern that ineligible witnesses may invalidate eligible witnesses (see *Hiddushei ha-Ritba*, *Kiddushin* 43.) Some authorities have ruled in accordance with Ritba's approach (See *Siftei Kohen, Hoshen Mishpat* 36:8:183; Rabbenu Yeruham, *Sefer Meisharim* 7; *Resp. Tzitz Eliezer* 8:37(9) in the name of Ritba "and many ruled like him.") However, other authorities regarded Ritba's approach only as a *senif,* a supporting argument, for leniency (see *Resp. Rabbi Akiva Eiger*, Tinyana ed. 56(28); *Resp.* Maharasham 2:101; *Resp. Sha'arei Tzion* 2, *Even ha-Ezer* 11). In our case, we take his approach into consideration as a *senif* for invalidating the *kiddushin*.

For an elaboration of the position of Ritba in general, and as the basis for determining the *halakhah* as a lone opinion in particular, please access Case no. 105 at www.internationalbeitdin.org

Let us conclude this point with Rabbi Ehrenberg's ruling (*Resp. Devar Yehoshua* 3:20):

> "Since the witness, who was a transgressor of the Sabbath, was also the rabbi who performed the *kiddushin* for them, there is a suspicion that he did not perform the *kiddushin* in a way that gave them effect ... for the witnesses may not have seen the ring being given, or the word "*li*" ["to me"] might have been omitted, which according to section 27:4 means that she is not married ... The *mesader kiddushin* must make sure of

> this, and there is not a problem if the rabbi who is conducting the ceremony is a religious person and expert in the nature of *kiddushin*: we rely upon his presumption of the competence and we assume that the *kiddushin* were performed in a valid manner … But if the witnesses did not testify to these particular matters, then particularly if the *mesader kiddushin* is neither an expert nor is he competent, the whole marriage is in doubt, and the woman reverts to her status as a single woman, even though we do know that there were eligible witnesses at the time of the *kiddushin* for the purpose of its validation."

In other words, even if the witnesses were eligible, according to Rabbi Ehrenberg, the woman is presumed to be unmarried because the *mesader kiddushin* was not competent in the laws of the order of *kiddushin* and marriage!

In the present case, the possibility of "validation" on the basis of two witnesses is absent. According to the Plaintiff, we know that there were three adult Jewish males present under the *huppah* who were not related to the bride and groom. One was a rabbi, who is known to be religiously observant, who "came and went" during the ceremony. Whether he observed the giving of the ring and listened to the words of the *kiddushin* ("*harei at mekudeshet…"*) we do not know. In addition to this rabbi, there was a Jewish man of Yemenite origin. We do not know whether he indeed was halakhically observant. There was a third man who we were told was secular. In fact, we spoke to the man and he informed us that he was non-observant.

Even had the witnesses all been eligible, as we noted, according to Rabbi Ehrenberg, the woman is deemed to be unmarried because the *mesader kiddushin* was not competent in the *halakhot* of *kiddushin* and marriage, and how much more so in our case, in accordance with the approach of the Ritba, when the two eligible witnesses were disqualified due to the two ineligible witnesses (relatives and a Jewish man who was not a relative but was secular). The woman is deemed to be single because the *mesader kiddushin* was not an expert in the nature of *kiddushin* and marriage.

It would appear, that even in the absence of two eligible witnesses in our case, we must adopt the ruling of *Havot Yair* and *Hatam Sofer* whereby observant Jews who were amongst the audience and observed the wedding ceremony, without hearing the words "You are hereby betrothed to me…" and without seeing the ring being given by the groom to the bride, may serve as witnesses (*anan sahadei* "we are all witnesses") to the *kiddushin*. Had we been dealing with invalid *kiddushin* due to an ineligible witness, and our intention was to validate the marriage by means of the observers of the ceremony from the audience, we would consider invoking the approach of *Havot Yair* and *Hatam Sofer*.[3] However, in the case before us, we are looking for a way to invalidate the *kiddushin* due to concern about *igun*! Even though many

[3] *Resp. Havot Yair* 19; *Resp. Hatam Sofer*, *Even ha-Ezer* 1:100, cited in *Pithei Teshuva*, *Shulhan Arukh*, *Even ha-Ezer* 42:11.

authorities claim that traditionally, all strict views must be considered in matters concerning forbidden sexual relations,[4] nevertheless, in a matter of *igun*, many hold that the lenient view should be adopted.[5] As Rabbi Sinai Sapir emphasizes:[6]

> "In dealing with such matters when the fate of *agunot* is involved, it is not correct to be stringent on the basis of critical and forced distinctions: it is preferable to apply the principle of leniency, since people's lives are hanging in the balance."

Because we are ruling leniently, we should follow the position of these authorities.[7] Therefore, in view of the fact that most of the authorities reject the above view of *Hatam Sofer* and *Havot Yair*,[8] we have refrained from adopting it. Authorities in modern times who have adopted a position contrary to that of *Hatam Sofer* and *Havot Yair* are Rabbi Yosef, Rabbi A. Weiss and Rabbi Zion Boaron.[9]

Moreover, resorting to "we are all witnesses" is contingent upon the fact that the *mesader kiddushin* is a halakhically observant person, and competent in the *halakhot* of *kiddushin* and marriage (including executing a *ketubah*) in particular.[10] The fact that the *mesader kiddushin* did not designate witnesses for the *kiddushin* and was not knowledgeable in the matter of additional *halakhot* concerning the order of *kiddushin* and marriage and was unaware of the problem that is liable to arise as a result of Ritba's view attests to a lack of halakhic expertise on the part of the *mesader kiddushin*. In short, in the present case, we cannot invoke "we are all witnesses", which presumes, implicitly, that the expertise of the marriage *mesader kiddushin* can be relied on. Consequently, the people in the audience observing the wedding ceremony cannot serve as witnesses to constitute the *kiddushin*.

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[4] Rema, *Shulhan Arukh*, *Even ha-Ezer* 17:15; *Helkat Mehokek*, *Shulhan Arukh*, *Even ha-Ezer* 17:31; *Bi'ur ha-Gra*, *Shulhan Arukh*, *Even ha-Ezer* 17:61; *Mahazit ha-Sheqel*, *Shulhan Arukh*, *Even ha-Ezer* 17:56; *Resp. Kedushat Yom Tov* 9 in the name of Rabbi Yom Tov Elgazi; *Arukh ha-Shulhan*, *Even ha-Ezer* 42:2; *Resp. Sha'arei Rahamim Franco*, *Even ha-Ezer* 19; *Resp. Pnei Yitzhak* 1:10, 13. Cf. *Turei Zahav*, *Even ha-Ezer* 17:15.

[5] *Resp. Rosh* 51:2; *Resp. Zikhron Yehuda* 92; *Resp. Maharik*, 121; *Resp. Bezalel Ashkenazy* 32; *Resp. Mabit* 1:135; *Resp. Mas'at Binyamin* 109; *Resp. Zemah Zedek* (Krochmal) 103; *Resp. Noda Beyehuda*, *Even ha-Ezer* 1:29; 57; *Resp. Simhat Yom Tov* 12; *Resp. Hayyim ve-Shalom* 2:110; *Resp. Yabia Omer* 8, *Even ha-Ezer* 8(19).

[6] *Resp. Minhat Ani* 51.

[7] Rabbi Ovadiah Yosef, *Resp. Yehaveh Da'at, Kelalei ha-Hora'a*, p. 32, no. 9; PDR 4, 166 (Rabbis Hadaya, Elyashiv and Zolti).

[8] *Resp. Mahari Weill* 7; *Resp. Mishpetei Shmuel* 20; *Resp. Shem Arieh* 1:31; *Resp. Tzitz Eliezer* 8:37, Maharshakh and *Emunat Shmuel*; *Resp. Or Li* 73:2; *Resp. Ein Yitzhak* 2, *Even ha-Ezer* 4.

[9] *Resp. Yabia Omer* 8, *Even ha-Ezer* 3, 8(5); *Resp. Sha'arei Zion* 2:11, 3:22.

[10] *Resp. Shevut Ya'akov* 3:121; *Resp. Knesset Yehezkel* 72; *Resp. Divrei Malkhiel* 4:119; *Shem Arieh*, *supra*, note 6; *Iggrot Moshe*, *Even ha-Ezer* 76-77; *Resp. Tzitz Eliezer* 8:37 (9). According to *Turei Zahav*, too, the marriage *mesader kiddushin* must have a basic knowledge of the *halakhot* pertaining to the conduct of the wedding ceremony. See *Turei Zahav*, *Even ha-Ezer* 49:1.

b. Owner of the Wedding Ring – the Defendant or the Plaintiff?

It must be clarified that the husband (the Defendant) did not have a wedding ring, i.e., he did not buy a ring. It was the Plaintiff (i.e. the bride) who purchased the ring, and at the *huppah*, the daughter of the Plaintiff, who was then six years old, brought the wedding ring and handed it over. According to the Plaintiff, there is uncertainty as to who was given the ring by the girl – the Plaintiff (the bride) or the Defendant (the groom).

Therefore, two possibilities must be addressed: that the ring was given to the Defendant, and that it was given to the Plaintiff.

1. The ring was given by the Plaintiff to the Defendant

A gift is the bestowing of an item for no consideration. In the present case, the Plaintiff purchased the wedding ring, and the Defendant did not pay for the ring. However, the Plaintiff claims that she did not say explicitly to the Defendant that the ring is a gift (nor did she lend the ring to the Defendant). A gift is valid even when the owner of the item (i.e., the Plaintiff) does not say specifically that she is giving the item to the recipient of the gift, on condition that it can be deduced from the circumstances, by way of a presumption, that the giver wishes to give a gift to the recipient (*Siftei Kohen*, *Hoshen Mishpat* 358:1; *Netivot ha-Mishpat* 244:1, 195:1). In the present case, the Plaintiff purchased the ring because she knew that a ring was needed for the wedding ceremony.

Secondly, the fact that she did not ask the Defendant for money for buying the ring shows clearly that this was indeed a gift.

True, a preliminary condition for transfer of ownership is that an act of *kinyan* – acquisition – of the ring was executed (*Resp. ha-Rosh* rule 84; Rema, *Hoshen Mishpat* 281:10). Assuming that when the daughter arrived at the *huppah*, the Plaintiff was handed the ring by her daughter and she gave it to the Defendant. What transpired here from a halakhic perspective? That which is held in the person's hand has been made his property with *kinyan yad*, a "manual" *kinyan* [act of acquisition]. In other words, the fact of the handing over from the Plaintiff to the Defendant constituted the execution of a "manual" *kinyan*.

Prima facie, in accordance with the approach of Ritba and others (*Resp. Maharit* 1:150; *Netivot ha-Mishpat* 200:15; *Ketzot ha-Hoshen* 268:2 in the name of *Tosafot*), a person's hand transfers ownership, even without his knowledge. As is known, the Defendant was a convert, and was not familiar with the *halakhot* of acquisition in general, and with the *halakhot* of the order of *kiddushin* and marriage in particular; therefore this is a case of acquiring a gift by manual *kinyan* without the knowledge of the recipient (i.e., the Defendant).

However, Rashi (*Ketubot* 31, s.v. *de'i*) has a different approach, whereby the *kinyan* is valid on condition that he lifted the object by 3 *tefahim* (approx. 25 cm). The Defendant did not know about a "lifting" *kinyan.*

Furthermore, as opposed to Maharit and *Hatam Sofer* (*Resp. Maharit* 2:49; *Resp. Hatam Sofer*, *Even ha-Ezer* 1:86), there are several authorities who state in the name of Rashba (see *Otzar ha-Poskim*, *Even ha-Ezer* 28:2:9012) "that a woman is unaware of the need to execute a *kinyan*…". The source is in the Talmud in *Gittin* 20b- 21a. And therefore, according to the *Resp. Pri ha-Aretz* 1:4, in such circumstances, the woman is not married. Secondly, in accordance with *Resp. Rabbi Akiva Eiger,* Tinyana ed., 45, *Sefer Gevurat Anashim* 5 in the name of *Beit Meir* and *Mishneh le-Melekh*, *Hil. Ishut* chap 3, if the recipient of the gift says "gift it to me," the recipient acquires the object as a gift. Thirdly, if the Plaintiff performed a "manual" *kinyan*, and did not say explicitly "I am giving this ring to the Defendant," the acquisition is invalid (Rema, *Hoshen Mishpat* 241; *Pithei Hoshen Kinyanim*, 1:7). In the present case, if indeed there was a manual *kinyan*, as we said above there was no statement from the giver of the gift (i.e., the Plaintiff). Nor did he say, "Give it to me," and therefore an "implied giving" (i.e. an *umdana* - an assessment of his expectation) has no validity unless the giver says explicitly that he is giving the item as a gift (see *Resp. Ginat Veradim, Hoshen Mishpat*, rule 200:12; R. Sofer, *Sha'arei Zion*, 1:1, *anaf* 4(e) in the name of *Noda Beyehuda*).

In short, the ring must belong to the person executing the marriage (i.e., the Defendant), and must belong to him outright (see Tur, *Even ha-Ezer* 28). And therefore, one cannot use a ring that does not belong to the groom, such as one that is stolen (*Shulhan Arukh* and Rema, *Even ha-Ezer* 28:1). And even if he had already married her, in accordance with the view of the Rema (*Even ha-Ezer* 28:2) in the name of the Ran, if the groom did not pay for the ring, she is not married. In the present case, the Plaintiff never transferred ownership of the ring to the Defendant, and therefore it is as if the *kiddushin* was executed with a stolen ring!

In the present case, due to the fact that the ring was not paid for by the Defendant, it remains her property, and therefore she is not married.

2. The six-year-old daughter gave the ring directly to the Defendant.

For two reasons one cannot draw the conclusion that the Defendant indeed acquired ownership of the ring due to the item being handed over by the young daughter.

First, a minor child, i.e., a girl under the age of twelve, cannot give a gift. (See Jerusalem Talmud, *Gittin* 5:9; *Hiddushei Maharam Shick*, *Gittin* 64; *Arukh ha-Shulhan, Hoshen Mishpat* 243:17).

Even though a minor cannot give a gift under biblical law, the Sages enacted a rule whereby a child who reached *onat ha-pe'utot* [i.e., a mature minor – one who understands the nature of

transactions] may transfer chattels by way of gift (*Shulhan Arukh*, *Hoshen Mishpat* 235:1) and even a substantial gift (such as a diamond ring!) – see *Shulhan Arukh*, *Hoshen Mishpat*, *ibid*. The enactment applies to a [male] child of six years and over (*ibid*.) on condition that that he understands the nature of transactions at the time of the transfer (*ibid*.). This enactment also applies to a minor female (*Imre Bina, Kuntras on Property Law*, 24).

In the present case, the girl was six years old, but she did not understand the nature of transactions and therefore there is no basis for saying that she can give a gift to the Defendant.

Secondly, even if we were to assume that the child had halakhic legal capacity (i.e., familiarity with transactions), in the present case the ring was owned by the Plaintiff, and therefore the only way that the Defendant could acquire the ring by means of the Plaintiff's daughter would be if the Plaintiff appointed her as an agent. However, as we know, a minor (male or female) is not qualified to act as an agent (*Shulhan Arukh*, *Hoshen Mishpat* 188:2). Therefore, in our case, the wedding ring remained the property of the Plaintiff.

3. Marital status as a benefit ("A woman prefers to be together with her spouse") of intrinsic value to constitute a valid *kinyan* (*"tovat hana'ah*)

In relation to a woman who was married with a ring that belonged to her prior to the *kiddushin*, and therefore *prima facie* did not properly express her wish to be married, Rabbi Yaakov Breisch (*Resp. Helkat Ya'akov*, *Even ha-Ezer* 61) states: "A woman's desire to be divorced is not similar to her desire to be married, for 'a woman prefers to be together ....." (*"tav lemeitav tan du"*) In other words, Rabbi Breisch's implicit assumption that "a woman prefers to be together" expresses an abstract outcome of the desire of a woman for marriage, and one can therefore say that from a halakhic-legal point of view, this is an example of a "benefit" (*tovat hana'ah*), which is a thing that has no real substance ("*davar she'ein bo mamash"*) (*Hagahot Maimoniyot, Hil. Mekhira* 5:10; *Resp. Maharit* 2:, *Yoreh De'ah* 5).

And therefore we must determine whether the *tovat hana'ah* constitutes something with a monetary value, which can then be considered a *kinyan* for purposes of creating *kiddushin*, since [the *tovat hana'ah* of] the marital status is of intrinsic value to create a *kinyan…*

We read in *Kiddushin* (58a) that there is a dispute between Ulla and Raba as to whether, in the case of a man who betroths a woman with *terumot* and tithes (and other gifts) which are purely a benefit, the woman is married: Rabba is of the opinion that *tovat hana'ah* is not considered to have monetary value, whereas Ulla is of the opinion that *tovat hana'ah* is considered to have a monetary value.

The post-talmudic authorities, too, were in disagreement about this. Some authorities agreed with Ulla, that a *tovat hana'ah* is considered to have monetary value (*Mahaneh Ephraim, Hil.*

Tovat Hana'ah, s.v. *venimzah*; *Na'ot Ya'akov* 4; *Resp. Maharit* 2, *Hoshen Mishpat* 93) and the woman is considered married.

On the other hand, there were many authorities who decided in accordance with Rabba (*Kiddushin*, *ibid*.), that *tovat hana'ah* has no monetary value and is not a means of acquisition, and therefore she is not married. See *Mishneh Torah, Ishut* 5:6 and *Maggid Mishneh* ad loc.; *Hiddushei R. Yehonatan ha-Cohen of Lunel*, *Kiddushin, ibid*.; Mordechai*, Shevuot* 766 in the name of Maharam; *Ketzot ha-Hoshen* 203:1; *Beit Halevi* 3:46; *Netivot ha-Mishpat* 276:4; *Biur ha-Gra, Hoshen Mishpat* 27:112.

In the present case, therefore, in accordance with the view that argues that *tovat hana'ah* does not have monetary value, we have determined that the statement "*tav lemeitav tan du*" does not constitute a means of acquisition for executing an act of *kiddushin* in the case in which the Plaintiff gave her ring to the Defendant in order that he marry her with it.

Based upon the foregoing, we have decided to invalidate the *kiddushin* because the groom used a "stolen" ring, and the *kiddushin* was officiated by a rabbi who is *Halakhicaly* not competent to conduct a *seder kiddushin v'nissuin,* a marriage ceremony.

Baracha is permitted to marry any Jew, except a Kohen.

We have therefore signed this 28 day of Elul, 5777 (19 September 2017)