Which Precedes the Other: The Giving of a Get or the Resolution of End-of-Marriage Matters?

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For many years, our Torah-observant community has encountered—here and abroad—situations where a recalcitrant spouse chooses to condition the giving or the acceptance of a *get* upon a resolution of all end-of-marriage matters such as the division of marital assets, parenting arrangements, and the execution of a civil divorce. Such conduct raises halakhic issues, which we will address here regarding the *get*-recalcitrant husband.

To understand the ramifications of conditioning the giving of a *get*, let me share a few cases I have encountered in recent years:

1) A couple has been separated for over eighteen years and a civil divorce was executed twelve years ago. The husband claims he is ready and willing to give his wife her *get* on the condition that she waive a post-divorce monetary claim against him. 2) In another case, after ten years of litigation in civil court and the subsequent issuance of a civil divorce, the wife received her *get*. The delay in resolving the end-of-marriage matters—such as alimony and the division of marital assets—was due to the numerous times the husband changed his legal representation.

In other scenarios, albeit very common ones, the process from the onset of litigation in civil court until a civil divorce is executed can take one to two years or more. Only then does the wife receive her *get*.

During this period of litigation, American rabbinical courts do not generally address whether there is a duty of the husband to give a g*et* to his wife. *Halakhah* recognizes two distinct grounds for obligating a *get*. Firstly, as we know, whether a husband is *obligated* to give a *get* generally depends upon whether there exists an *ilat gerushin,* grounds for divorce. The grounds for divorce may be subdivided into two categories. One type of grounds for divorce is a husband's physical defect such that the wife is

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unable to have conjugal relations with her husband because he is afflicted by a contagious and/or dangerous disease or because she is revolted by his body odor which is linked to his occupation.[1] On the other hand, a husband's inappropriate behavior may serve as a justification for divorce. For example, spousal rape, refusal to cohabitate with his wife, physical and/or emotional divorce of his wife, or refusal to financially support her may serve under certain conditions as a claim for coercing or obligating a husband to give a *get*.[2]

Secondly, according to various authorities a *get* ought to be given in the wake of a couple being separated for over a year or eighteen months where there are no prospects for marital reconciliation.[3] Numerous contemporary Israeli rabbinical court rulings handed down under the Chief Rabbinate as well as some contemporary Israeli rabbis adopt this position.[4]

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1 *Ketuvot* 77a; *Yevamot* 65b.

2 *SA EH* 76:1,154:1, 6; *Rema SA EH* 154:3.

3 Rabbeinu Yeruḥam, *Sefer Meisharim Netiv* 23, *Ḥelek* 8; *Resp. Radak*, *Bayit* 3, s.v. *u'le'ravha*; *Resp. Ḥayyim ve-Shalom* 2:112; *Resp. Iggerot Moshe, YD* 4:15(2). Should a *beit din* obligate a *get* based upon a marital separation of one year or eighteen months and should a husband fail to comply with the ruling, the wife is to be identified as a chained woman (an *agunah*).
Some contend that even if a particular *get* that was received by the wife poses certain halakhic issues and the husband demands money from his wife in order to execute a second *get,* since there is a fear that she will be without a *get* "many days," she is to be labeled an *agunah*. See *Resp. Pnei Yehoshua, EH* 80; *Resp. Simḥat Yom Tov* 12; *Resp. Maharsham* 3:251(1). In other words, the absence of having a *get* for a short period of time may label the woman an *agunah*.

4 *PDR* 7:112–113, 11:364, 12:193–203, 13:267, 14: 183,194,19:52; File no. 4276–63, Beit Din ha-Rabbani ha-Gadol, November 11, 2003; File no. 3599-22-1, Tiberias Regional Beit Din, *Plonit v. Ploni*, November 24, 2004 (R. Yoezer Ariel's opinion); File No. 7479-21-1, Tel Aviv-Yaffo Regional Beit Din, November 18, 2007; File no. 8801-21-1, Tel Aviv Regional Beit Din, June 24, 2009; File no. 289477/1, Netanya Regional Beit Din, December 28, 2010; File no. 842462/1, Netanya Regional Beit Din, January 16, 2012; File no. 2487693, Netanya Regional Beit Din, *Ploni v. Plonit*, May 16, 2012; File no. 587739-6, Haifa Regional Beit Din, July 17, 2012; File no. 289799-1, Netanya Regional Beit Din, *Ploni v. Plonit*, January 2, 2013; File no. 862233-1, Tiberias Regional Beit Din, *Plonit v. Ploni*, January 8, 2013; File no. 901912/1, Haifa Regional Beit Din, May 7, 2013; File no. 8426111, Ashdod Regional Beit Din, *Plonit v. Ploni*, June 10, 2013 (R. Avraham Atiyah's opinion); File no. 284462-9, Netanya Regional Beit Din, May 14, 2014; File no. 764231-6, Haifa Regional Beit Din, May 25, 2014; File no. 869531/2, Netanya Regional Beit Din, July31, 2014; File no. 849440/19, Tel Aviv-Yaffo Regional Beit Din, July 14, 2015; File no. 847350/3, Beit Din ha-Rabbani ha-Gadol, July 27,2015; File no. 1066559/1, Yerushalayim Regional Beit Din, October 30,2016; File no. 1043346/1, Tel Aviv-Yaffo Regional Beit

Clearly, the American rabbinical courts may be espousing the opinion of others who argue that "a dead marriage" *per se* will not serve as grounds for obligating the husband to deliver a *get* to his wife.[5] As such, they generally refrain from issuing a divorce judgment based upon irretrievable marital breakdown. Yet, generally, they equally refrain from rendering a divorce decision stemming from a ground for divorce.[6]

Even assuming a *beit din* would hand down a divorce decision that obligates a husband to give a *get* and the husband would be ready and willing to give one; in the wake of pending end-of-marriage matters, can a *get* be given? In other words, the emerging issue is whether all the end-of-marriage issues such as awarding the value of the *ketubah*, parenting arrangements, child support, and the division of marital assets must be resolved prior to the execution of the *get*.[7] Many American rabbinical

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Din, May 8,2017; File no. 865704/1, Tzfat Regional Beit Din, May 8,2017; File no. 1011050/3, Tel Aviv-Yaffo Regional Beit Din, October 24, 2017; File no. 1083672/1, Haifa Regional Beit Din, January 25,2018; File no. 1063300/10, Beit Din ha-Rabbani ha-Gadol, April 13, 2018; *Resp. Yabia Omer* 3, *EH* 18 (13); *Resp. Ateret Devorah* 2, *EH* 89.

5 *Resp. Divrei Malkiel* 3:144–145; *Resp. Divrei Shmuel* 3:145; *Resp. ha-Gaon Avraham Herzog EH* 154; A. Herzog, *Pesakim u-Ketavim* 7:133–134; *Resp. Tzitz Eliezer* 6:42,17:52; *Resp. Shema Shlomo* 3, *EH* 19; *PDR* 1:162, 4:112, 7:108–109, 112–113, 9:200, 211–212, 10:173, 11:362, 364; 12:206, 13:360, 14:183,193; File no. 4827-21-2, Beit Din ha-Rabbani ha-Gadol (R. I'zirer's opinion), July 3, 2005; File no. 172-21-1, Beit Din ha-Rabbani ha-Gadol, February 18, 2009; File no. 1750-21-1, Beit Din ha-Rabbani ha-Gadol (R. I'zirer's opinion), May 5, 2009; File no. 290506/1, Netanya Regional Beit Din, November 21, 2010; File no. 77890/5, Beer Sheva Regional Beit Din, May 29,2014; File no. 698719/15, Yerushalayim Regional Beit Din, July 26, 2015; File no. 1083672/1, Haifa Regional Beit Din, January 25, 2018 (a supporting argument); File no. 1147208/2, Beit Din ha-Rabbani ha-Gadol, July 2, 2018.

6 There is a minority opinion that argues that rendering a judgment to obligate the giving of a *get* runs afoul of the strictures of a coerced *get* (a *get meuseh*) and on a biblical level according to the majority of authorities it is null and void. See *Resp. Yabia Omer* 2*, EH* 10; File no. 1083672/1, Haifa Regional Beit Din, January 25, 2018. In other words, just as a *get* compulsion order may run afoul of the strictures of a coerced *get*, similarly a *beit din* judgment to obligate a *get* may encounter the identical problem. It may be for this reason that some American *battei din* will only *recommend* to the husband that he give a *get* since such language does raise the fear of a coerced *get*.
For a list of decisors who contend that a coerced *get* is biblically null and void, see this writer's *Rabbinic Authority*, vol. 3, 30, n. 11.

7 For a lively exchange regarding this matter, see R. Menashe Klein and R. Shimon Ya'acobi, "The giving of a *get* and financial arrangements: Which precedes the other?" (Hebrew), 22 *Tehumin* (5762) 157.

courts (*battei din*) as well as American rabbis will counsel their clientele and constituents respectively that a *get* must be given only after all end-of-marriage issues have been resolved and/or a civil divorce has been executed. Consequently, it is unsurprising to encounter situations such as the ones described above, in which a wife may remain halakhically married to her spouse despite the fact that the couple has been separated for years, a period marked by the absence of conjugal relations, no spousal support, and no prospects for marital reconciliation, accompanied by years of divorce litigation. Yet relying upon the aforesaid rabbinic counsel under such circumstances, the woman will not expect that the *get* will be forthcoming.

Is there a basis for such a halakhic posture? Relying upon Mahari Mintz's guidelines for executing a *get*, Rema states:[8]

> And the scholar who is preparing the execution of the *get* says to her: "Please know that you will be divorced with this *get* from your husband." And the rabbi will inquire after the *ketubah* [the husband paying the value of the *ketubah*] that the husband will return the [value of the] *ketubah* or she will waive her right to it lest they start quarrelling due to the [value of the] *ketubah* with the result that the husband will say, "On this condition I didn't divorce her."

As such, given that that the *get* was given in error [a *get mut'eh*] the consequence will be a retroactive annulment of the *get*. Other *Poskim*, albeit only a few, would concur with this position.[9]

Explaining this view, Rabbi Ya'akov Ettlinger writes:[10]

> Since not everyone is versed in *Halakhah*, Rabbi Mintz argues that there will always be slander if the husband shouts that he divorced her in error and therefore the *get* is null and her children will be halakhic bastards (*mamzerim*), even though the truth is otherwise.
> Based upon the fear of a wrongful *get*, we can understand the position that all end-of-marriage issues ought to be resolved prior to executing a *get*.

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8 *Rema SA EH* 154:81.

9 *Resp. Maharam of Lublin* 122; *Mishkenot Ya'akov EH* 34.
Other decisors adopt this approach on the condition that the husband was misled prior to giving the *get* and he was under the impression at that time that everything was to materialize as mutually agreed upon. See *Resp. Noda be-Yehudah*, *Mahadura Kama, EH* 11; *Resp. Ḥelkat Yo'av EH* 25; *Erekh Shai EH* 134; *Resp. Malbushei Yom Tov* 2 *EH* 7; *Resp. Ḥessed le-Avraham*, *Mahadura Kama EH* 42.

10 *Resp. Binyan Tzion* 144.

However, the majority of authorities argue explicitly or implicitly that the *get* procedure (the *seder ha-get*) entails a husband's nullification of all prior conditions (*bittul moda'ot*).[11] Consequently, there is no basis for a husband claiming that it was an erroneous divorce due to the fact that his wife reneged on an earlier commitment memorialized in a divorce agreement or had he known that a particular matter which was resolved after the execution of a *get* was to his detriment, he never would have divorced her.

Even if one adopts the majority opinion that opposes the retroactive annulment of a *get* due to a breach of the divorce agreement or the resolution of a matter to the husband's detriment after the execution of the *get*, there is additional reason that all matters must be resolved before the giving of a *get*. Implicitly relying upon a letter of Rabbi Yisrael Isserlein that states that with the advent of the execution of a Jewish divorce "the husband and wife should not be bound by any connection or condition in the world,"[12] which has been understood to mean that neither spouse should file claim after the execution of the *get* lest the couple exposes themselves to committing a sexual prohibition.[13]

Upon closer scrutiny of the halakhah, we encounter a more nuanced approach how a divorced couple ought to conduct themselves. On one hand, to avoid engagement in intimate relations, an ex-husband shall refrain from living with her in the same courtyard, and to avoid social interaction, the couple ought not to proceed to a *beit din* proceeding together.[14] However, according to certain opinions, should he enter her home by chance there is no prohibition since he is not living with her or interacting

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11 *Taz SA EH* 145:6; *Beit Shmuel*, ad. locum. 16; *Resp. Mas'at Binyamin* 76; *Resp. Bah ha-Ḥadashot* 90–91; Sema and Levush, *Bah ha-Ḥadashot,* ibid. *Resp. Tzemah Tzedek EH* 290:1; *Noda be-Yehudah*, supra n. 86; *Beit Meir EH* 145:9; *Avnei Miluim* 10:2; *Resp. Mahariz Enzel* 81; *Resp. Divrei Ḥayyim* 1:84; *Arukh ha-Shulhan EH* 145:30; *Resp. Oneg Yom Tov* 154. For additional decisors who ascribe to this position, see *Resp. Ateret Devorah* 2:86.
For the requirement of nullifying all prior conditions prior to a husband's giving of the *get*, see *SA EH* 134:1–3; *Rema*, ad. locum.

12 *Resp. Mahari Mintz* 123.

13 *Resp. Ranah* 91, 96; Resp. *Teshuvot ve-Hanhagot* 1:784; *Resp. Mahari Katzpi* 14, Rabbi Menashe Klein, supra n. 7, 171; *Resp. Mishneh Halakhot*, *Mahadura Tinyana* 357.

14 *SA EH* 119:7, 9; *Beit Shmuel,* ad. locum. 17*; Rema SA EH* 119:7; *Rema SA EH* 119:8; *Arukh ha-Shulhan EH* 119:31. Cf. *Beit Yosef Tur EH* 119 in the name of Rosh and Tur who contends that this halakhah applies only to a divorcée whose husband is a *kohen* and a divorced woman who remarried.
For the prohibition of a divorced couple to reside in the same apartment or home, see *Tur SA EH* 111 and *SA EH* 119:7–11.

with her. Some adopt a stricter opinion lest such meetings lead to the engagement in prohibitions.[15]

On the other hand, to minimize interaction with one's ex-spouse, should a wife have lent money to her ex-husband, she should appoint an agent to demand its return.[16] Similarly, an ex-husband may support his ex-wife on the condition that he refrains from interaction with her and appoints an agent to implement support measures.[17] Though both *Shulḥan Aruch* and *Rema* permit an ex-wife to file a claim in *beit din* for her dowry (*nedunyah*) or the value of her *ketubah*,[18] it is clear from their other rulings that such a claim must be filed through an agent so as to minimize interaction between the divorced couple.[19]

Consequently, it is unsurprising that there will be instances when the value of the *ketubah* will be paid to the wife *after* the *get* has been executed. As we know, accompanying a decision to obligate a *get* there is a decision to obligate the husband to pay the value of the *ketubah*.[20] Though numerous *Poskim* argue that the value of the *ketubah* ought to be paid prior to executing the *get*,[21] there are decisors who allow the *ketubah* to remain a debt which can be paid by the husband after the *get* is executed.[22] Others argue that if the husband is giving the *get* voluntarily, then the value of the *ketubah* must be paid prior to the divorce. However, if the *beit din* is obligating him to give a *get*, then the value of the *ketubah* may be paid after the execution of the *get*.[23] Finally, in a situation of a second marriage for each spouse who despise each other, there are no prospects for marital reconciliation and each one wants to be divorced, one may rely upon those decisors who argue that divorce ought to occur immediately and the value

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15 *Arukh ha-Shulḥan,* supra n. 14.

16 *SA EH* 119:8.

17 *Rema SA EH* 119:8.

18 *SA EH* 101:3–4; *Rema SA EH* 119:8.

19 *SA*, supra n. 16; *Rema*, supra n. 94.

20 *Resp. ha-Rashba* 1:1192; *Ḥiddushei ha-Ritva, Ketuwot* 76a; *Resp. ha-Rivash* 127; *Resp. Tashbetz* 1:1; *Rema SA EH* 154:21; *Resp. Maharlbah* 33; *Resp. Maharit* 1:113; *Resp. Maharbil* 3:102; *Be'ur ha-Gra SA EH* 154:69; *Resp. Beit Meir* 39.

21 *Resp. ha-Rashba* 1:1254; *Resp. Tashbetz* 3:227; *Beit Shmuel SA EH* 100:24,119:6; *Ḥelkat Meḥokeik SA EH* 119:5; *Pri Ḥadash SA EH* 119:6; *Resp. Yismaḥ Lev EH* 25 in the name of 26 authorities; *Ḥazon Ish EH* 69:13.

22 *Resp. ha-Rosh* 42:1; *Rema SA EH* 119:6 (Cf. *Rema SA EH* 154:21); *Ḥelkat Meḥokeik SA EH* 100:27; *Resp. ha-Ridvaz* 1:445, 3:566.

23 *Resp. ha-Tashbetz* 4, *Ḥut ha-Meshulash* 1:4; *Yad Aharon*, *Hagahot Beit Yosef* 4; *Ḥelkat Meḥokeik SA EH* 119:5; *Get Pashut* 119:18; *Arukh ha-Shulḥan EH* 119:11–13.

of the *ketubah* may be paid after the couple is halakhically divorced.[24] In sum, under certain circumstances and in pursuance to certain decisors, a husband may pay the value of the *ketubah* after the execution of the *get*.

In contemporary times, a cursory review of some of the rabbinical court judgments handed down by the courts under the Israeli Chief Rabbinate will show that divorce judgments are rendered without being contingent upon a prior resolution of the outstanding financial issues and parenting arrangements of the divorcing couples. Regardless of whether the claims are being dealt with in *beit din* or in civil court, the *beit din* issued decisions which recommend, obligate, or coerce the giving of the *get*.[25]

Rather than advise divorcing couples that the arrangement of the *get* may await the resolution of all their monetary issues and the issuance of a civil divorce, American rabbinical courts and rabbis ought to follow the approach that once it is clear that there is a halakhic basis to give a *get*, its execution ought to transpire and any financial matters and parenting arrangements will be addressed afterwards.[26]

In effect, the American rabbinic network ought to adopt the *minhag* (practice) employed by the rabbinical courts which serve under Israel's Chief Rabbinate which has been described in the following fashion:[27]

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24 *Beit Shmuel SA EH* 119:6; *Resp. ha-Ridvaz* 3:566; *Torot Emet* 119:6; *Resp. Lev Meivin EH* 116; *Resp. va-Yomeir Yitzhak EH* 179.

25 *Collection of the Rabbinical Court Decisions of the Chief Rabbinate in Israel*, ed. Z. Warhaftig, 97; *PDR* 1:129,4:68,9:94; File no. 47126/9, Ashkelon Regional Beit Din, June 18, 2012; File no. 289160/5, Netanya Regional Beit Din, September 19, 2012; File no. 901912/1, Haifa Regional Beit Din, May 7, 2013; File no. 965579/2, Netanya Regional Beit Din, July 23, 2015; File no. 514847/9, Haifa Regional Beit Din, December 28, 2015; File no. 8293/5, Ashdod Regional Beit Din, February 18, 2018; File no. 1103694/2, Yerushalayim Regional Beit Din, January 6, 2019.

For understanding these different types of divorce judgments, see supra n. 28.

26 Various contemporary *dayanim* have aptly noted that parenting arrangements that entail a third party's interest, namely, a child's interest, may not serve as a reason to delay the execution of a *get* which focuses upon claims which directly relate to a divorcing spouse such as the value of the *ketubah* and the division of marital assets. See S. Landesman, "Can a husband who is obligated to grant a divorce impose conditions?" (Hebrew), 2 *Divrei Mishpat* 145*,* 151–152; S. Daichovsky, "A husband who makes the granting of a divorce contingent on cancellation of his previous obligations," (Hebrew), 26 *Tehumin* 149,157(2005); File no. 029612306-68-1, Beit Din ha-Rabbani ha-Gadol, July 17, 2007, *ha-Din ve-ha-Dayan*, *gilyon* 19, 4–5; File no. 863382/4, Beit Din ha-Rabbani ha-Gadol, unpublished decision, November 9, 2013.

27 *Rabbi Shimon Ya'acobi*, supra n. 7, 160.

> The common practice in the rabbinical courts in Israel is that before the giving of a *get* the *beit din* who executes the *get* [the *mesadeir ha-get*] informs the husband that he should know that there is no connection between the financial matters which were resolved and memorialized in an agreement which was signed and reviewed by the *beit din*… and the *get*. And the husband should be aware that if the wife breaches the entire agreement or portions of it, he still is giving the *get* voluntarily… unconditionally and he cannot say [due to the breach] I have not divorced her… Only after he understands and affirms his agreement, the *beit din* executes the *get*.
>
> The rabbinical courts make every effort to persuade the parties to resolve all the monetary issues and children [parenting arrangements] prior to the *get*. However, there are instances where it is impossible [to finalize these matters] …In such cases the *beit din* agrees that each party shall retain their right to file a claim and they warn the husband that he is giving the *get* unconditionally even if it emerges that he erred. In other words, a claim which he intended to submit against his wife in the end was rejected in a proceeding which took place after the *get* or a claim advanced by the wife and he thought that according to Halakhah [or secular law, if the claim is occurring in a civil court] that she will succeed and she won the suit…
>
> This determination "etched in stone" ["*neḥerezet*"] that all financial matters are to be completed prior to the *get* is a stringency that potentially may lead to a leniency… Delaying the arrangement of the *get* by a *beit din* when the parties are agreeable to wait until the monetary claims and children are completed… will cause many stumbling-blocks of being a married woman [potential of incestuous relationships] and God forbid the proliferation of bastards. And this occurs when the *beit din* delays the *get* and the husband stands and screams that he is willing to give a *get* unconditionally.

Clearly in the first case we mentioned, given the fact that husband was a secular Jew, he was only willing to give a *get* conditional upon the execution of a post-divorce agreement which provided that both parties mutually agreed that all end-of-marriage issues have been resolved. The fact that he was separated from his wife since 1998 and a civil divorce was executed in 2006 did not propel him to date to give a *get* to his wife. Since he is irreligious, there is no interest in having the matter of the *get* adjudicated in a *beit din* setting. Regretfully, many divorcing husbands who identify themselves as being members of the Torah-observant Jewish community would equally refuse to accede to their wives' request to address the matter of the *get* in a *beit din* setting prior to resolving all end-of-marriage issues. As such, the *get* hopefully will be given by the husband upon the resolution of financial claims and parenting arrangements.

Based upon the foregoing we have shown that there is a persuasive and strident halakhic tradition of resolving these outstanding matters after a *get* has been given. Following their Israeli counterpart, American rabbinical courts ought to be willing and ready either to recommend the giving of a *get*, issue a judgment of "*mitzvah* to divorce," or obligate a *get* unconditionally to a divorcing couple who consent to their jurisdiction and will heed their rulings.[28] In the wake of a husband's refusal to comply with their directive, the *beit din* ought to direct the community to religiously, socially, and economically isolate him—known in rabbinic parlance as "*harḥakot of Rabbeinu Tam.*"[29]

In the wake of a husband's refusal to appear in a *beit din* prior to the resolution of all end-of-marriage issues, American rabbis ought to function as arbiters of prohibitions and permissibility ("*morei hora'ah*"). So too

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[28] Whereas, coercing a *get* (*kofin le-garesh*) by a *beit din* may entail imprisonment, flogging, excommunication, or shunning, rendering a decision of obligating a *get* (*hiyuv le-garesh*) involves verbal persuasion such as labeling the *get* recalcitrant husband as a sinner. See *Sefer ha-Yashar, Resp.* 24; *Resp. ha-Tashbetz* 2:8; *Rema SA EH* 154:21. Cf. *Piskei ha-Rosh Yevamot* 6:11 who contends that the consequence of a failure to adhere to a ruling of obligating a *get* may result in a social ban (*niddui*). Notwithstanding Rosh's posture, the level of sanctions differs when a *beit din* obligates a *get* rather than compels a *get*. Whereas in Israel, the *battei din* are empowered to coerce a *get* which may result in imprisonment for failure to adhere to the *beit din*'s ruling, in the United States the rabbinical courts are legally authorized only to obligate a *get* which may result in verbal persuasion or, according to certain arbiters, in financial pressure by the *beit din* should the husband refuse to comply with the *beit din*'s judgment. See *Resp. ha-Rashba* 4:50, 7:414; *Resp. ha-Mabit* 1:76(Cf. 3:41); *Resp. Maharashdam EH* 63.

In contradistinction to the *get* compulsion and obligating orders and in the wake of the concern for avoiding the specter of a coerced *get*, some American *battei din* may choose to recommend a *get* rather than obligate a *get*. Alternatively, in a case of an *agunah*, some rabbinic courts may decide to hand down a judgment directing the husband that there is a divine commandment to be divorced (*mitzvah le-garesh*). See *Resp. Terumat ha-Deshen, Pesakim u-Ketavim* 58; *Beit Yosef Tur EH* 134 in the name of Tashbetz; *Resp. Ma'amar Mordekhai* 2, *EH* 11.

Cf. *Resp. ha-Rashbash* 411 who contends that the issuance of a *beit din* directive that under certain conditions there is a commandment to be divorced is employed regarding a wife who is a sinner.

Once a *beit din* obligates a *get*, the giving of the *get* must be given unconditionally. In other words, a husband cannot argue that giving of a *get* is contingent upon the resolution of certain end-of-marriage issues such as dividing marital assets and/or parenting arrangements. The execution of the *get* must be done immediately. See this writer's *Rabbinic Authority*, vol. 3, 55–81.

[29] *Sefer ha-Yashar*, supra n. 28; *Resp. Maharik*, *Shorshim* 133, 166; *Rema SA EH* 154:21.

should rabbinic courts function as arbiters of prohibitions and permissibility and address the wife's inquiry as to whether there are grounds to give a *get*.[30] Should the arbiter determine that there is a ground for the husband to give a *get* and upon notification of that determination the husband refuses to give one, the rabbi or *beit din* ought to direct the community to religiously, socially, and economically isolate him, known in rabbinic parlance as "*harḥakot of Rabbeinu Tam*."[31]

Failure to follow such a procedure **has** and will only continue to pose "many stumbling-blocks of being a married woman [potential of incestuous relationships] and, G-d forbid, the proliferation of bastards."

[30] In other words, whether a husband is obligated to give a *get* to his wife. One may resolve this question of halakhot of prohibitions and permissibility ("*issur ve-heter*") in the absence of the husband while being in the presence of one rabbi or a *beit din* functioning as arbiters of the laws of prohibitions and permissibility. See *Ketzot ha-Ḥoshen, HM* 2:1; *Netivot ha-Mishpat*, *HM* 3:1; *Resp. Yehudah* (Gordin), EH 51:2; *Resp. Ḥatam Sofer, OH* 51, *EH* 2:64; *Pitḥei Teshuvah*, *EH Seder ha-Get* 6, 8; *Piskei Din Rabbanim* 6:265, 269; File 957-61, Beit Din Yerushalayim for Monetary Matters and Yuḥasin, vol. 7, 515; File no. 448866/3, Tel-Aviv-Yaffo Regional Beit Din, July 11, 2013; File no. 1086123/1, Beer Sheva Regional Beit Din, December 20, 2018.

[31] *Sefer ha-Yashar*, supra n. 28; *Resp. Maharik*, *Shorshim* 133, 166; *Rema SA EH* 154:21.