



# Tragic Abuse of *Heter Meah Rabbanim*

*Editor's note: A respected Rav wrote this article to educate the community regarding abuse of the heter meah Rabbanim that Rabbeinu Gershom instituted for the benefit of society. The writer wishes to remain anonymous, so that specific cases in which he has objected to the misuse of the heter meah Rabbanim will not be identified through this article. He feels that community awareness can serve as a deterrent for evildoers.*

Is it not ironic that people are now using heter meah Rabbanim in a way that denies women the very protection that Rabbeinu Gershom afforded them?

If asked whether Chazal preferred to limit or maximize the number of *agunos*, you would probably answer that Chazal were extremely sensitive to the plight of *agunos* and clearly wanted as few *agunos* as possible. You may point to the Gemara's famous justification for allowing a widow to remarry based on the testimony of a single eyewitness — *mishum agunah heikilu bah Rabbanan* — the quandary of the *agunah* is a cause for leniency. You would, of course, be correct.

In recent years, however, a disturbing trend has emerged of people's misusing the very *takanos* that Chazal enacted to protect women, in a way that actually has the opposite effect. As we will see, the *cherem d'Rabbeinu Gershom* was instituted to protect women. Is it not ironic, therefore, that people are now using *heter meah Rabbanim* as a means by which to gain leverage in divorce proceedings, and using it in a way that denies women the very protection that

Rabbeinu Gershom afforded them and that, in many cases, even results in women becoming *agunos*? It is becoming abundantly clear, however, that *heter meah Rabbanim* is being used in ways that were never intended when the *heter* was enacted, and these uses are clearly in conflict with both the letter and the spirit of the *heter meah Rabbanim*.

### What Is a *Heter Meah Rabbanim*?

There are two main differences in *halachah* between a man and a woman with respect to divorce. First, the status of polygamy is different for a man and a woman. Whereas a woman is not allowed to be married to more than one man at a time, the Torah allows a man to be married to more than one woman. Second, whereas a man must consent to divorce his wife, the woman's consent is not needed for her husband to divorce her, and if she is given a *get* against her

will, she is halachically divorced.

In the ideal structure of society, when life is lived the way the Torah wishes it to be, a wife is totally and completely cared for by her husband, and he in turn, would not neglect in any way or fashion all his marital duties and his obligations to his wife. Furthermore, the Torah's permission to divorce his wife, even against her will, was meant to be applied only in extraordinary circumstances, when is there no other viable option.

However, the fabric of society decayed over the generations, and when Rabbeinu Gershom realized that these privileges were being abused by unscrupulous individuals, he saw it necessary to address both issues and enact decrees to combat these abuses.

First, he issued a *cherem* (decree of excommunication) against any man who divorced his wife against her will. This alone was, of course, insufficient as long as polygamy was permitted, as the result would be that the husband who could no longer give his wife a *get* against her will would simply marry another woman instead.

Accordingly, Rabbeinu Gershom also issued a *cherem* against any man who married more than one wife. What this meant in practical terms was that a husband was now on equal footing with his wife when it came to divorce. Neither could end the marriage unilaterally, and neither could remarry without a *get*.

But there were new problems that arose as a result of the *cherem* of Rabbeinu

Gershom. Where a wife was unable to accept a *get*, because, for example, she lacked the mental capacity to accept a *get* or because she had disappeared, the husband was now without recourse. Whereas before the *cherem* he could remarry, doing so now would be in violation of the *cherem's* prohibition of polygamy. Accordingly, the *cherem* did not to apply in situations where a *beis din* permitted the husband to remarry pursuant to a *heter meah Rabbanim*.

In order for a *heter meah Rabbanim* to be kosher, the *beis din* must investigate the matter thoroughly and determine that a *heter meah Rabbanim* is indeed justified; the *heter* must be signed by one hundred Rabbanim located in at least three separate countries, and a *get* and *kesubah* must be escrowed with *beis din* for the first wife to pick up at any time.

It is clear that the procedural safeguards that were put in place were enacted to ensure that a *heter meah Rabbanim* would be issued only in extreme cases in which the facts were clear and there was no other recourse. There were safeguards and fail-safes built into the process to make sure that the *heter* was not used improperly. One hundred signatures were required — and not just any one hundred signatures would suffice; they had to be the signatures of one hundred Rabbanim. The implicit assumption was that Rabbanim would not sign on something unless they had first ascertained its validity and correctness.

**A heter meah  
Rabbanim would  
be issued only in  
extreme cases in  
which the facts  
were clear and  
there was no  
other recourse.**

In recent years, “facilitators” have found ways to circumvent the safeguards inherent in a heter meah Rabbanim.

The signatures also had to be obtained from three separate countries (“medinos”). One has to believe that this condition was also included as part of the check-and-balance system of the heter; at a time when travel was time-consuming, dangerous, and expensive, a *heter meah Rabbanim* was not a frequent occurrence.

Equally clear was the fact that in order to use the *heter meah Rabbanim*, a husband had to take tangible steps to make sure that his wife’s rights were not infringed upon. It was not enough for the husband to agree to give a *get* if and when his wife was ready, willing, and able to receive the *get*. The husband had to write a *get* and leave it with a *beis din* where his wife could pick it up whenever she wanted. Similarly, it was not enough for the husband to agree to pay his wife’s *kesubah* if and when she picked up her *get*; rather, he would have to leave the money for the *kesubah* in escrow with the *beis din*.

### Current Abuses of Heter Meah Rabbanim

In recent years, “facilitators” have found ways to circumvent the safeguards inherent in a *heter meah Rabbanim* and have created a very profitable business of procuring *heter meah Rabbanim* for anyone willing to pay for one (the going rate is \$50,000).

What happens is that instead of going to an established, recognized *beis din*, which would likely question the appropriateness of a *heter*, the facilitator either goes to a less-well-established *beis din* that he knows to be sympathetic, or, if he cannot find a sympathetic *beis din* willing to give a *heter*, he simply creates a brand-new *beis din* with three *Dayanim*, with the paid facilitator at times even acting as one of the *Dayanim* on the *beis din*.

The wife is generally unaware that a *beis din* has been convened and is rarely afforded the right to appear before the *beis din* to tell her side of the story. The *beis din* then issues a *heter* stating that

the husband is entitled to remarry. The surnames of the parties are intentionally left out of the *heter*, and the *heter* is drafted in such a way as to ensure that no other identifiable characteristics of the husband and wife are mentioned.

At this point the facilitator or another interested party takes the *heter* to various yeshivos or *kollelim*, at times accompanied by a donation, to begin the process of procuring the required one hundred signatures. Because of the requirement that the signatures be from at least three separate countries, the *heter* will usually be sent to yeshivos or *kollelim* in Eretz Yisrael, the United States, Europe and occasionally, South Africa.<sup>1</sup> The vast majority of the one hundred signatures are not those of Rabbanim but rather of *kollel yungeleit*, most of whom have no experience with either *gitten* or *beis din*.

Unfortunately, despite Rabbeinu Gershom’s clear intention that the requirement of one hundred signatures serve as a check on the system, there is little or no questioning on the part of the signatories. They have no idea who the husband is, who the wife is, or any of the relevant facts. They often do not recognize either the *beis din* that issued the *heter* or any of the names of the *Dayanim* on the *beis din*.

Indeed, after signing, some of the signatories have admitted that they had not even read the *heter*. When asked, they often reported that they signed because they were asked to do so by an authority figure in their yeshivah or *kollel*, who told them that they were doing a big *mitzvah* by helping out a man who was going through a rough ordeal. The *heter* is portrayed as having been issued by a reputable, recognized *beis din*. There is certainly no mention of the money that was paid to the facilitator for arranging the *heter*.

Once the requisite hundred signatures have been collected, the *beis din*, or the facilitator, informs the wife that the husband is free to remarry and that she can contact the *beis din* to make

arrangements to receive her *get* and her *kesubah*. Ostensibly, the fact that there is a *get* is good news, but the reality of the situation is, unfortunately, the opposite.

The *get* left with *beis din* is fraught with halachic questions of validity, practical concerns, and procedural hurdles. Because the *heter meah Rabbanim* was procured in an impermissible fashion, many *Poskim* will not allow a woman to remarry based on the *get* left with the *beis din* pursuant to the *heter*. In some cases, when the wife contacted the facilitator to arrange for receipt of her *get*, the facilitator claimed he “forgot” where he put the *get* (though he was willing to “remember” for an additional fee).

The *kesubah* money, if delivered, is often significantly less than the prevailing rate. Thus, the situation therefore morphs into one in which the husband has a “*heter*” to get remarried but the woman is an *agunah* until the husband gives her another *get*.

The situation becomes, ironically, the very situation that prompted Rabbeinu Gershom to institute the *cherem*. The husband, armed with a *heter meah Rabbanim*, is now free to remarry, while the wife cannot remarry until she receives a *get*. Instead of the husband and wife being on equal footing, the majority of the leverage swings to the husband. In return for another *get*, demands can now be made for money, custody of children, and whatever other concessions the husband wants (perhaps, in a particularly cruel twist, repayment of the money the husband paid the facilitator for the *heter meah Rabbanim*).

### The Proper Role of People Who Sign Heter Meah Rabbanim

In theory, the role of someone asked to sign a *heter meah Rabbanim* should be relatively straightforward. If they determine that a *heter* is appropriate, they should sign the *heter*. If they cannot verify the appropriateness of the *heter*, either because they do not know enough about this particular area of *halachah* to make an informed determination, or because

they cannot verify the facts to the point that they are comfortable that a *heter* is appropriate, then they should not sign. But simply signing because someone else signed is not what Rabbeinu Gershom intended and is not proper conduct (unless, of course, the *beis din* that issued the *heter meah Rabbanim* is known to be one with an impeccable reputation).

Common sense must also be used when dealing with *heter meah Rabbanim*. A *heter meah Rabbanim* from an unknown *beis din* should raise a red flag. If the facts were clear enough that a reputable *beis din* would agree that a *heter* is appropriate, chances are that the husband would have gone to the reputable *beis din* to obtain the *heter*. The fact that an unknown *beis din* is issuing the *heter* should, at the very least, be something that requires an explanation.

Similarly, a *heter* written in such a way that no one reading it could investigate the assertions properly should raise a red flag, because if the facts were clear enough that they could withstand scrutiny, there would be no reason to write the *heter* in a way that avoids scrutiny.

In conclusion, extreme caution is called for when dealing with *heter meah Rabbanim*. *Heter meah Rabbanim* is, unfortunately, misused in ways that ruin lives, cause women to be *agunos*, tarnish reputations, and cause money to be extorted in ways that are not in accordance with *halachah*. Harav Yosef Shalom Elyashiv, *shlita*, ruled that if someone remarries based on an improper *heter meah Rabbanim*, in addition to the *cherem* against the polygamous husband, there is also a *cherem* against the signatories of the *heter meah Rabbanim*. In light of these serious consequences, one should sign a *heter meah Rabbanim* only if, after careful contemplation and due diligence, one arrives at the conclusion that the *heter* is appropriate. ■

1. There are those who maintain that three different states of the United States constitute three “*medinos*.”