BETH DIN *of* AMERICA
בית דין דאמריקא

Halachic Will Materials

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HALACHIC (JEWISH LAW) WILL

Introduction

According to the Torah's laws of inheritance, a husband generally inherits his wife's property, and a person's sons – if he has any – are his sole heirs, each getting an equal share, except for the *b'chor* (male firstborn) who gets a double share. It is a common practice to leave a will by which a person's estate is divided according to his or her own wishes, and not in accordance with the halacha. However, a secular will has no halachic validity since it takes effect after death, at which time a person has no halachic power to transfer his or her possessions.

Our rabbis, therefore, devised a method to enable one to arrange that a person who is not a halachic heir will receive a part of their estate. The procedure is as follows: the person writes a note of obligation in the amount of an enormous sum of money, payable to certain non-halachic beneficiaries. Upon the death of the person who signed the note, the halachic heirs will perforce give the entire estate to the non-halachic beneficiaries. It is stipulated, however, that if the halachic heirs will distribute the estate in accordance with the wishes of the deceased, typically as expressed in a separate last will and testament, then the obligation is null and void.

The obligation becomes effective when the form below is executed and delivered to a beneficiary or any other party (e.g. a rabbi or a Jewish attorney) who receives it on behalf of the named beneficiaries, even without their knowledge.

Halachic Will Addendum

The Obligation – שטר התחייבות

By way of this Halachic Will Addendum ("Addendum"), I, the undersigned, hereby obligate myself, effective immediately (*me'achshav*), to my wife/husband_____, if she/he survives me, or if not, to my daughter(s)_____ who survive me (as the case may be, "Obligee"), in equal shares, in the sum of $_____, but not payable until one minute before my death, on the condition that I do not retract this obligation at any time prior to my death (the "Obligation"). All the property which is mine at that time, including property that I may acquire, both real and personal, shall serve as security for payment of the Obligation.

I hereby stipulate that my heirs as defined by the Torah (my "Torah heirs") shall be given the option of paying the Obligation, or, in lieu thereof, carrying out the terms of (i) my Last Will and Testament (including all codicils and/or amendments), (ii) any and all Trusts (including all amendments and restatements) whose assets are considered part of my estate and (iii) all transfers of property upon my death which are considered "non-testamentary transfers" in accordance with the laws of the State in which my estate is being administered (collectively, my "Directives"). If my Torah heirs abide by the terms of my Directives then the Obligation is null and void. If my Torah heirs contest or object to the disposition of my property made in my Directives, whether before a civil court or before a Jewish Court, then the Obligation shall be deemed to vest absolutely.

In the event that there are outstanding debts that are *halachically* payable from my estate, Obligee shall pay such debts in the amount necessary to ensure that no creditor will suffer any loss on account of this Addendum.

Notwithstanding anything to the contrary contained herein, I hereby bequeath all Jewish books and the sum of one thousand dollars exclusively to my Torah heirs according to the formula for inheritance prescribed in the Code of Jewish Law.

This Addendum shall remain in full force and survive all future testamentary documents, unless such documents contain a superseding clause that specifically references this Addendum. The above Obligation is undertaken by a *kinyan sudar* in a *beis din chashuv* (a proper means of transaction in an important Jewish court). No consideration was received by the Obligor in exchange for the Obligation. The above conditions are made in accordance with the laws of the Torah and Talmudic jurisprudence, in the manner of the conditions which were imposed on the Tribes of Gad and Reuven, as derived from Numbers Chapter 32. This document is intended to be, and is, binding, consistent with the binding nature of all agreements, documents, obligations and acquisitions that are properly effectuated in a Jewish court of law in accordance with the laws and rules established by rabbinical authorities. THIS IS ALL VALID AND IN GOOD STANDING

I hereby affix my signature on this _____ day of _____, 20_____.

Obligor Name: _____

Obligor Signature: _____

The Halakhic Will

Rabbi Yona Reiss • December 27, 2023

The Halakhic Will

By Rabbi Yona Reiss

There is a familiar saying that states, “where there is a will, there is a way.” Along these lines, it is common for people to prepare for the end of their respective lifetimes by preparing a secular last will and testament so that there can be a smooth disposition of their assets at the end of their lives. However, from a halakhic perspective, where there is such a will, there is often no way to enforce it, unless a “halakhic will” has been prepared. Accordingly, a more apt saying might be, “where there is a halakhic will, there is a way.” What is a halakhic will? It is not actually a will per se, but it does indeed provide a way. Let’s start with a little background.[1]

According to the Torah,[2] when a man dies, the inheritance goes only to sons. If there are no sons, the inheritance goes to daughters. If there are no sons or daughters, the inheritance goes to the person's father, or if there is no father, the inheritance passes to the brothers. If there are no brothers, the inheritance passes to the sisters. If there were no brothers or sisters, the inheritance passes to the previous generation, namely the father's father, and if he is deceased, then to the uncles, and if there are none, then to the aunts. This continues throughout all previous generations until heirs are located. In each case, if an heir died, but left children, the children would inherit (either the sons, or if there weren't any, then the daughters, as above).[3]

When there are multiple heirs, they split the inheritance, except in the case of sons inheriting from their father,[4] in which case a *bechor* – a first-born eldest son who satisfies all the relevant criteria according to Jewish law – receives a double portion.[5] For example, if there were two sons, the estate would be split three ways; the eldest son would receive two portions while the younger son would receive one portion. If there are multiple heirs and one of the heirs died and left children, the children would split equally the parent's single portion, an arrangement which is described in legal parlance as "per stirpes." Although daughters do not inherit (unless there were no sons, see *infra*), they receive an allowance and a dowry from the estate.[6]

Husbands inherit their wives, either as a matter of Torah law or rabbinic law (it is a debate)[7], but wives do not inherit their husbands. Rather, widows receive payment based on the ketubah which obligates the husband or the husband's estate to pay a certain sum upon death or divorce. Until the widow chooses to collect the ketubah, she is entitled to be supported by the estate, but not to inherit any of the husband's assets.[8]

In both the case of the husband's inheritance of his wife and the first-born son's double portion from his father, the inheritance is only with respect to available assets in the testator's possession at the time of death (*muchzak*) as opposed to non-available assets that are owing *(ra'ui*) to the estate such as outstanding loan amounts. [9]

What if a man desires that his wife inherit his assets, or if a couple desires that after they pass away, both their sons and daughters should inherit equally, or that the first-born son should receive an inheritance equal to the other brothers? In all these instances, the Talmudic sources[10] indicate that although a person is usually permitted to make conditions that are not necessarily consistent with the default rules of the Torah when it comes to monetary transactions,[11] inheritance is an exception to this rule. The Rambam explains[12] that this exception is because inheritance is not simply a monetary ordinance but is rather in the realm of ritual law which is not subject to adjustment. Thus, if a person devises a will that bequeaths his or her assets in a manner which is contrary to the Torah scheme of inheritance, the will would be null and void as a matter of Jewish law.

Accordingly, secular wills that are not in accordance with Torah law would be unenforceable.[13]

Is there then no way to distribute one's assets upon death in a manner that is different from Torah law? There is a special rule that a person on his deathbed may reapportion his inheritance in unequal shares amongst his heirs, but this only pertains to reapportionment amongst those who would inherit anyway, and only applies to a testator who is on his deathbed.[14]

However, a person can also donate gifts during his or her lifetime to individuals who would not otherwise be heirs (although a gift given after death would be void). The downside to this option is that once the gifts are given, the grantor no longer has access to these assets. If the assets are specifically identified, a gift can be given to take effect "one minute prior to death." However, if the asset is a percentage interest in the monetary value of the estate (as is often the case in wills), then most rabbinic authorities conclude that the uncertainty of the amount coupled with the uncertainty of the exact moment in which the gift would be vested (since nobody can predict when "one minute before death" will happen) creates a problem of "*breirah*" (retroactive designation) that is not a valid form of conveyance according to Torah law.[15]

Accordingly, earlier rabbinic authorities devised a solution to these obstacles by creating the forerunner to what is currently described as the "halakhic will" in the form of a "*shtar chatzi zachar*" which literally means a "half male contract."[16] The mechanism of this document is that the testator obligates himself during his lifetime to grant a huge monetary gift in a quantifiable sum greater than his anticipated total assets (such as a gift of ten million dollars from somebody who does not expect to have an estate worth more than five million dollars) to his daughter or daughters which shall take effect one minute before death, and pledges all of his assets as security for this debt. However, the testator stipulates that if his sons (who are his Torah heirs) will give half-portions of the estate to each of their sisters upon the testator's death, then the gift will become null and void. This device avoids *breirah* problems because the huge sum of money is quantifiable in nature (and the only uncertainty is the time that the obligation will vest, which is a minor component of the transaction)[17] and a person has the right according to Jewish law to obligate himself to pay a vast sum that is greater than his current or foreseeable assets even without receiving any consideration in return.[18]

Later authorities expanded this idea to allow a "*shtar zachar shalem*"[19] pursuant to which the sons (or other heirs) are required to grant equal portions of the testator's

estate to their sisters if they wish to nullify the debt obligation. This *shtar* or document of indebtedness is typically called a halakhic will because it enables the secular last will and testament to become enforceable as a matter of Jewish law through the volitional compliance by the heirs with the terms of this otherwise unenforceable document since they would otherwise lose their inheritance entirely. The same mechanism can be utilized by a husband who seeks to have his wife receive all his assets, except in this case there is no need for a trigger mechanism to incentivize the heirs to comply with the terms of the last will and testament, since the husband can simply stipulate that he is granting his wife a gift of ten million dollars (assuming the estate is worth less) to be effective one minute prior to death and that all of his assets shall be pledged towards satisfaction of this debt. [20]

However, there is one important caveat to this solution, namely that while a person could technically give away all his or her assets as a gift prior to death and thus circumvent the Torah laws of inheritance, the Talmud rules that it is improper to do so.[21] To avoid this impropriety, it is necessary to exclude a certain amount of the estate that will in fact be distributed to the Torah heirs solely in accordance with Jewish law. According to some authorities, this can be accomplished by designating one's *seforim* solely for the Torah heirs, so that only the sons and not the daughters would receive all the *seforim* of the estate, and the first-born eldest son would receive a double portion.[22] Alternatively, a significant sum of money (usually assessed to be $1,000 or more) can be set aside for this purpose.[23] This carve-out amount should ideally be reflected both in the actual last will and testament document and in the "halakhic will" document.[24] Even in the case of a husband granting all his assets to his wife, such a carve out clause would be necessary.

With respect to a wife who executes a will, two special considerations need to be addressed as well. First, to the degree that she wishes to gift her assets to anyone other than her husband, her husband needs to sign a form that he agrees to any such disposition because otherwise he is considered a "first purchaser" who takes precedence over anyone else.[25] Secondly, even if the wife wishes to bequeath all of her assets to her husband, her other heirs (e.g., sons) would take precedence with respect to non-available assets (such as loan monies owed to her), and therefore she would still need a halakhic will to gift those assets to her husband instead because the husband would not otherwise be entitled to that portion of her estate (and in such a case, she should also set aside a meaningful amount to be inherited by her heirs from those non-available assets).

Although it is discouraged to steer assets away from the rightful heirs altogether, the halacha does endorse bequeathing a certain amount of money upon death to charity. Based on a Talmudic passage,[26] some authorities recommend that the amount be as

much as 50% of a person's estate,[27] while others write that even more can be given so long as a meaningful amount is left over for the heirs.[28]

Since even money for charity cannot technically be gifted after death, the money can instead be placed into a "trust" during the testator's lifetime based on the principle of "*mitzvah le'kayem divrei hames*" (i.e., it is a mitzvah to fulfill the wishes of the deceased). This principle permits one to set aside assets during one's lifetime in a trust account (which according to many authorities can even be a revocable trust)[29] for any beneficiary (even if not a charity) following the death of the grantor so long as there is a third party trustee of the account.[30] While this generally necessitates at least the establishment of a stand-alone trust, in the case of charity any kind of written (or even oral) declaration to donate the money after death suffices for the donation to be deemed enforceable as the equivalent of a trust[31] since "an oral commitment to sanctify funds is equivalent to handing over the funds to another party." [32]

While in many cases, the desire of children to fulfill "*kibbud av v'em*" will cause heirs to agree to share assets of their parents' estate with non-Torah heirs, such as brothers sharing their inheritance with their sisters to satisfy the wishes of their parents, this is by no means a sure thing, and it is unfortunately the reality that many families experience much strife over inheritance disputes. In my years of experience in the Beth Din, I have been involved in the adjudication and resolution of numerous such cases. One major advantage of a halakhic will is that it enables individuals to see to it that the bulk of their estate is given to children in equal shares, thus preventing acrimony.[33] It is therefore very prudent to work with an experienced Beth Din or rabbinic advisor who can help one navigate the execution of a "halakhic will" to ensure that his or her wishes be respected. This process should also be coordinated with one's estate attorney to ensure that it does not trigger any adverse secular law consequences. May our punctiliousness with respect to devising a proper "halakhic will" also serve as a *z'chus* for long and rewarding lives.

The Beth Din of America's Halakhic Will form is available here.

Notes

[1] There are several excellent articles that have already been written on this subject. See the series on Estate Planning by Rabbi Chaim Jachter in his *Gray Matter*, volume III, Rav Mordechai Willig's article "Inheritance Without a Fight: Writing a Will in Modern Times," posted at TorahWeb.org, as well as the annotated notes that were penned by Rabbi Aaron Kraft of the Chicago Rabbinical Council on the forthcoming halakhic will

form of the Beth Din of America and the Chicago Rabbinical Council. See also the seminal essay by Rav Hershel Schachter, "*Dina Demalchusa Dina*: Secular Law as a Religious Obligation," in the *Journal of Halacha and Contemporary Society*, Vol. I, pages 128-132. I also want to thank Rabbi Kraft for his helpful comments to this article.

[2] Bemidbar 27:8-11.

[3] See Choshen Mishpat 276:1.

[4] See Choshen Mishpat 278:1.

[5] Devorim 21:15-17.

[6] See Even Haezer 112-113.

[7] See Rambam, *Hilchos Nachlos* 1:8 (assuming that the husband's inheritance of his wife is only rabbinic), and *Maggid Mishneh* ad locum (citing the Ra'avad's opinion that the husband inherits his wife according to Torah law). Unlike most other cases of inheritance that are not subject to condition or waiver (see text *infra*), the husband is authorized to waive his right to inherit his wife, so long as the waiver is made between betrothal and marriage. As to why a waiver can be performed in this case, see my essay in *Kanfei Yona*, pages 51-67.

[8] See *Even Haezer* 69:2; 93:3.

[9] See *Even Haezer* 90:1 with respect to a husband's inheritance; *Choshen Mishpat* 278:3 with respect to a *bechor*.

[10] *Bava Basra* 126b; see *Hagahos Eretz Zvi* ad locum; *Rashba*, s.v. *hasam*. See also *Bava Basra* 130a.

[11] See, e.g., *Bava Metzia* 94a.

[12] *Hilchos Nachlos* 6:1.

[13] Although there is a suggestion made by Rav Moshe Feinstein that even a secular will could be an enforceable transaction based on the principle of *Dina Demalchusa* (see *Igros Moshe* 1:104), this opinion has not generally been accepted. Some understand this opinion to mean that the testator's intention is really to convey the inheritance one moment prior to death (however, this implicates the issue of *breirah*, as noted *infra* in the text).

THE HALACHAH OF WILLS

By Rabbi Mordechai Willig

The monetary laws of the Torah, as recorded in Choshen Mishpat, have unfortunately been largely disregarded even within the Orthodox community. Litigation between two Jews before a secular court is prohibited,[1] and one who extracts money to which he or she is not entitled under Torah law is guilty of gezel (theft).

The principle of dina d'malchusa dina does not apply when two Jews are involved, for if it would, then – as the Ramo says[2] – all the (monetary laws) of the Torah would be botel (null and void). While in many circles Choshen Mishpat is de facto botel, the observant individual resolves monetary disputed only by compromise or in a din torah before a beis din.

However, there is one area of monetary law which affects everyone, even the majority who succeed in avoiding disputes and litigations. This is the area of Yerusha. According to the Torah's laws of inheritance, a man's sons – if he has any – are his sole heirs,[3] each getting an equal share, except for the b'chor who gets a double share.[4] In addition, the halacha provides for the widow, who can exercise one of two options. She can receive food, clothing, and shelter from her late husband's estate indefinitely, losing these rights only if and when she remarries,[5] or she can receive a lump sum payment of the kesuba, which currently totals over $33,000.[6] The halacha also provides for single daughters, entitling them to food, clothing, and shelter until they mature,[7] and a substantial dowry as well.[8]

It is a common practice to leave a will by which a person's estate is divided according to his own wishes, and not in accordance with the halacha. However, a secular will has no halachic validity, since it takes effect after death, at which time a person has no halachic power to transfer his possessions.[9] Therefore, a person (or charity) designated in a will has no halachic right to the property bequeathed to him, and may take it only if the rightful halachic heirs agree to give it to him. Obviously, leaving such a will could easily lead to gezel, and, therefore, it is a violation of lo yuchal l'vaker – even though this attempt has no halachic validity.[10]

In fact, the only will recognized by the Torah is one made by a very sick man (sh'chiv mera), in which he divides his property among his sons in unequal or specified shares.[11] Of course, a man can give a gift to whomever he pleases, and can even make it conditional upon a lack of retraction until his death, which would effectively give him full control in his lifetimes.

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[1] שו"ע חו"מ כו:א
[2] שם שסט:יא
[3] רמב"ם הלכות נחלות א:ה.
[4] שם ב:א
[5] שו"ע אה"ע צג:ג אך ע"ש בפ"ת סק"ה ויל"ע בזה"ז
[6] חזון איש אה"ע סו:כא
[7] שו"ע אה"ע קב:א
[8] שם קג:א
[9] שו"ע חו"מ רנח ורמ"א שם ס"ב
[10] הוספות לספהמ"צ ל"ת יב
[11] שו"ע חו"מ רפא:א

However, a halachic kinyan is required, the simples of which is sudar, which is effective for both real and movable properties. It is not effective, however, for property acquired after the gift is made or for a person's outstanding loans.[12] While written loans (e.g. bonds and bank accounts) can be transferred, there are logistical difficulties involved. In addition, a division by percentage, which includes future acquisitions, cannot be achieved by means of a gift. Hence, dividing one's estate by means of gifts is effective only in limited cases.[13]

Our rabbis, therefore, devised a different method to enable a man to arrange that a person who is not a halachic heir will receive a part of his estate. This method was widely used when it was customary to leave one's daughter half a share (chelek chatzi zochor) in one's estate.[14] The procedure is as follows: the man writes a note of indemnity, obligating himself to pay an enormous sum of money to his daughter. It is stipulated, however, that if his son(s) will give his daughter a certain percentage of the estate, then the obligation is null and void. Upon his death, the son(s) will perforce give her entire estate as a creditor.[15] This arrangement can be implemented to bequeath, in effect, a share of one's estate to as many people – and/or charities, as one desires, and can also be made conditional upon a lack of retraction during one's lifetime.[16] Since secular law probably does not recognize such an obligation, and since often it cannot be assumed that the heirs will abide by Torah law, it is suggested that a regular will be drawn up together with an accompanying document containing an halachically valid "will" with the same net results. This would avoid the halachic problems which would otherwise face the person who writes the will, the ultimate heirs and the lawyers involved in the estate.

[12] רמ"א שם רנז:ז
[13] פ"ת שם סק"ו
[14] רמ"א שם רפא:ז
[15] שם ועיין פ"ת שם
[16] ואף דבנוסח שבנחלת שבעה (סי' כא) איתא "דלא למהדר בי"", נראה שבזה"ז רוב בני אדם לא יסכימו לכתוב כן, ובפרט שיכול לחזור בו מהצואה שנעשה בערכאות.

Wills: Halakhah And Inheritance

By: Rabbi Aryeh Weil and Martin Shenkman

Although many parents prefer to leave their estates to their children in equal shares, there are many different ways in which you can decide to leave your assets. Biblical love, however, prescribes certain specific distributions of assets following death. This raises the issue as to what you can do where you will provides for the distribution you believe best for your family, but you would also prefer to show allegiance to the requirements of traditional Jewish law. There is a practical approach to achieving both objectives with little difficulty.

Under Biblical law, a widow is entitled to support and maintenance for life, or until remarriage. A widow could also elect to forego, at any time, this support and instead claim a lump sum settlement provided for in her marriage contract (ketubah). Sons are generally the exclusive heirs, with the first born son being entitled to a double portion. Single daughters are to receive support and maintenance and a dowry upon marriage (Numbers 27:5-11). This presents an obvious difficulty if you wish to distribute your estate according to your own design, but would prefer not to violate the precepts of Jewish law. The solution is generally found through a combination of two documents: a will reflecting your intended distributions of your estate, drafted in accordance with current civil law; and a document creating a means of circumventing the Biblical inheritance requirements (yerushah) without technically violating them, drafted in accordance with Jewish law. The ease of compliance should serve as an encouragement to those concerned to comply with the religious precepts.

To understand the suggested approach, some of the basic principles and issues should be noted. Jewish law makes an important distinction between inter-vivas (lifetime) gift and a testamentary (effective on death) bequest. Generally, a person can gift any property while alive, and in any manner. This is because the Biblical laws of inheritance only apply to assets owned at death.

The obvious solution, then, would be to make an inter-vivas gift to the desired heir (such as a daughter). If you gave a deed to your daughter for property which was only to become effective on your death, this would not be effective under Jewish law. This is because at the instant of your death the Jewish laws of inheritance would apply and the assets would have to be distributed accordingly. Alternatively, if you attempted to make a gift which was to become effective at a later date, a number of additional problems are raised. One problem with this approach is that the transfer of most property requires a formal act (kinyan). A kinyan cannot be effective for property which is not owned at the time of the gift transaction. Also, for a transfer to be effective under Jewish law, a kinyan must generally be completed at the time of the transfer.

The solution to this situation is the creation of a debt in favor of the persons you wish to inherit property in excess of what they would be entitled to under Jewish law. This technique creates a technical compliance with Biblcical law through a separate contractual document (shetar) which creates a fictional debt (a chov). There is no prohibition in Jewish law concerning the creation of such a debt. The debt is stated to mature one minute prior to your death. The amount of the debt is set at some amount greater than the intended inheritance. The heirs, under Biblical law, are given the option of paying this substantial debt, or as an alternative, agreeing to the distribution provided for under your secular will. The intent is that they would obviously comply with this alternative in order to preserve a greater inheritance for themselves.

Example: Father leaves an estate worth $3 million. His will provides that Son-1, Son-2 and Daughter each receive $1 million. Biblical law would require the following distribution: Son-1 $2 million, Son-2 $1 million and Daughter support and a dowry. Father executes a conditional shetar chov creating a debt of $2 million in favor of Daughter. Son-1 can agree to the equal one-third allocations provided for in Father's will, or in the alternative attempt to secure his $2 million inheritance provided under Jewish law, and then make a payment of $2 million to Daughter. The choice will be obvious, each child will receive an equal $1 million inheritance as Father intended, and Father's estate will have technically been distributed in accordance with the precepts of Jewish law. The fictitious debt will lapse by its own terms.

This approach is not without both religious and secular doubts. All authorities are not in full agreement concerning the effectiveness of this approach under Jewish law. From a civil perspective the creation of this fictional debt could conceivably raise a number of issues. Although the contractual form of debt (shetar chov) does not have to contain a fixed maturity date or stated interest rate (two factors used to identify a debt for tax and civil purposes) there is no guarantee that the debt will not be regarded as a true indebtedness for all purposes. If the debt is in fact a valid indebtedness could the payee enforce the payment of the amount due and hold your estate liable? What if one of the heirs wished to create problems for the other family members by using the documents as part of a will challenge? If the debt is recognized under civil law will the imputed interest rates provided under the Internal Revenue Code apply to create income and expense for family members? Would the eventual relief of the debt without payment (which is obviously not intended) create relief of indebtedness income? Does the creation of the debt itself trigger a gift tax? It is hoped, although no assurance can be given, that should such a situation ever arise, the civil, legal, and tax authorities would recognize the intent and purpose of the transaction and not permit such unwarranted and harsh results to occur.

Two steps can be taken to minimize this risk. First, some of the language used in the contractual arrangements creating the debt should be the appropriate Hebrew terms, so as to distinguish the document from what may be considered a shetar chov under civil law. Secondly, there does not seem to be any delivery requirements under Jewish law to make the shetar chov valid under religious law. As a result, only a single executed copy of the shetar chov should be prepared. This copy should be held in safekeeping by your Rabbi. This alone should serve as a substantial safeguard to avoid unintended problems.

As a final step in addressing the compliance with the Biblical laws of inheritance, it is suggested that an additional paragraph be added to your secular will. This additional provision has two purposes. The first is to provide for some amount of money which should be distributed in accordance with Jewish law. This will serve to remind your heirs of the rules and customs involved and thus encourage them to take similar steps to make their estate plans conform to Jewish law. The second objective of this additional provision is to provide language which would make the distributions called for under even your secular will come closer to compliance with the Biblical requirements of inheritance. As discussed above, everyone is free to complete inter-vivos gifts. Thus, all transfers under the will could be stated to have been effected by gift transfers, effective one minute prior to your death, and in accordance with the completion of a proper kinyan as required under Jewish law. This language should provide some basis for a Rabbinic Court (Beit Din) to sanction the distributions under your secular will on the basis of your conformity with local custom and certain minority Rabbinic opinions concerning inheritance.

Proposed Language to Add to Secular Will

Conformity with Jewish Law

It is my intent that all transfers of property made under this will shall be in conformity with Orthodox Jewish law (halakhah). Therefore, for the sole purpose of meeting this objective, I provide as follows:

1. I hereby devise and bequeath the sum of One Thousand Dollars ($1,000.00) to my heirs, as defined in accordance with halakhah, to be divided among them in strict accordance with halakhah.

2. Each and every distribution or other transfer of any property under this Will, except for the bequest set forth in Subsection 1., above, shall be deemed to be made by way of gift, effective the instant prior to my death. Each such transfer by gift shall be deemed to have been completed through a proper kinyan, as appropriate for each type of property, and as defined by halakhah.

Conditional Shetar Chov

WHEREAS, the undersigned testator ("Testator")

I, the Testator, hereby accept upon myself this Chov to [NAME OF PERSON TO RECEIVE DISTRIBUTION UNDER YOUR SECULAR WILL WHO IS NOT AN HEIR UNDER BIBLICAL LAW] the sum of [AN AMOUNT IN EXCESS OF THE BEQUESTS TO SUCH PERSON] Dollars, effective immediately, but not payable until one minute before my death, on the condition that I do not retract this obligation at any time prior to my death. All the property which is mine at that time, both real and personal, shall serve as security for the payment of the said obligation.

I hereby stipulate that my heirs, as defined by Biblical law (Torah) as interpreted in accordance with Orthodox Jewish law (halakhah) (the "heirs") shall be given the option of paying the above obligation, or, in lieu thereof, of carrying out the terms as specified in my Last Will and Testament executed on DATE OF YOUR WILL and, in addition, carrying out all transfers of property upon my death which are considered "non-testamentary transfers" in accordance with the laws of the State of NAME OF YOUR STATE. Should my Heirs choose and comply with this option, then this Conditional Shetar Chov shall become void.

The above condition(s) is (are) made in accordance with the laws of the Torah, as derived from Numbers 27:5-11.

Any dispute arising out of this document, or the transactions contemplated hereunder, shall be brought before, and settled in, a court of Jewish Law, a Beit Din.

Signed this MONTH, DAY, YEAR, at ADDRESS WHERE EXECUTED.

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(Signature)