

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

שטר התחייבות – The Obligation

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,¹ to _____² (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: _____

¹ In cases where the person’s spouse is not the primary inheritor, the clause, “to my wife/husband __, if she/he survives me, or if not,” should be stricken.

² Insert names of daughter(s) or, if none, other non-*halachic* heir(s).