

MIX AND MATCH: THE USE OF ARAMAIC PHRASES IN LEGAL DOCUMENTS WRITTEN IN HEBREW

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שאלה

Is it halakhically necessary for official documents that are published by the Rabbinical Assembly and that certify that a procedure was a מעשה בית דין to use the phrase במותב תלתא הוינא in order for the document to have legal status?

Abstract

This brief paper seeks to demonstrate that while it is halakhically acceptable for a legal document that certifies that an event was a מעשה בית דין not to use the phrase במותב תלתא הוינא at all, under specific circumstances, it is preferable for the phrase to be included. The paper will furthermore urge the use of the Aramaic phrase within the context of a primarily Hebrew document because of the long history of mixing of Aramaic expressions in Hebrew texts in general, and in rabbinic legal documents in particular, even though it is halakhically valid to translate the phrase into Hebrew.

תשובה

The phrase במותב תלתא הוינא has its roots in the Babylonian Talmud in two discussions about certification of documents (קיום שטרות). The Mishnah (Sanhedrin 1:1) establishes the rule that monetary matters (דיני ממנות) are the jurisdiction of a rabbinic

court of three judges. The judges for monetary matters need not be experts (מומחים), but may, in fact, be non-professionals (הדייטות), a leniency enacted in order to ensure that loans will be easily accessible to the poor.

The discussion in B. Ketubbot 22a centers on a hypothetical situation in which three judges gathered to authenticate a loan (שטר חוב) and before all three had signed the document, one of the members of the bet din died:

אמר רב זעירא הא מילתא מרבי אבא שמיע לי, ואי לאו רבי אבא דמן עכו שכתתה. שלשה שישבו לקיים את השטר, ומת אחד מהם, צריכין למיכתב: במותב תלתא הוינא וחד ליתוהי.

Rabbi Zeira taught: “I heard this matter [regarding the certification of documents] from Rabbi Abba, and if I had not heard Rabbi Abba of Akko teach [this law], I would have forgotten it. If three [judges] sat down to certify a document [such as a loan, which requires the action of certification of a bet din] and one of the judges died [before he signed], it is necessary for the [remaining] judges to write [into the document]: ‘We sat down [in judgment] as three [judges] and one is no longer present.’”

From this brief section of the Gemara we learn a number of things:

1. The phrase **במותב תלתא הוינא** was apparently not a required phrase in all documents which were official acts of a bet din.

2. The expression was included in such official documents only where one of the judges died before signing and its inclusion was a teaching of Rabbi Abba of Akko, who considered its inclusion halakhically mandatory in order to certify the document.

3. Despite the fact that Rabbi Zeira cites the case in rabbinic Hebrew, **שלשה שישבו** במותב תלתא... ליתוהי, nonetheless, the legal formulation is stated in Aramaic **ליתוהי**, providing an indication that the Aramaic was perhaps the traditional formulation of the expression and that the rabbis of Babylonia had no qualms about mixing and matching Aramaic and Hebrew in the same text.

The question that devolves from this statement of Rabbi Zeira is, why was it halakhically necessary to include the phrase **ליתוהי וחד הוינא** specifically in the certification of a document where one of the judges died before signing? The answer is patently simple. In a document, where all three judges signed, the phrase was redundant and superfluous. This conclusion can best be seen from the continuation of the text in the Gemara:

אמר רב נחמן בר יצחק: ואי כתב ביה: “שטרא דנן נפק לקדמנא בי דינא, תו לא צריך. ודילמא בית דין חצוף הוא? וכדשמואל, דאמר שמואל: “שנים שדנו – דיניהם דין אלא שנקרא בית דין חצוף.” דכתיב ביה: “בי דינא דרבנא אשי.” ודלמא דרבנן דבי רבי אשי כדשמואל סבירא להו? דכתיב ביה: “ואמר לנא רבנא אשי.”

Rav Nahman bar Yitzhak taught: “If he wrote [in the document certifying the loan], ‘This document went out from us, a bet din,’ he does not have to write anything else [even if one of the judges died before signing the document].”

[The Gemara now raises an objection to the opinion of Rav Nahman bar Yitzhak who claims a document can be certified with the signatures of only two judges, when the third died before signing, simply by stating that a bet din saw the document

and certified it, without specifying that the original bet din had three judges.]

“[If we accept the halakhic legality of the opinion of Rabbi Nahman bar Yitzhak, the Gemara objects, might the unsuspecting reader of the document mistakenly conclude that] the bet din [that certified the document] was [what is called] an arrogant court (בית דיין הצורף) and that [this certifying bet din] accepted the opinion of Samuel [who taught], “If two sat in judgement, their decision is valid, but [such a court] is called an arrogant court!”

[The Gemara responds to its objection by stating that] [a court would never certify a document merely by stating that the document went out from a bet din followed by two signatures, but rather in the document] what was written was “The court of our teacher, Rav Ashi.”

[Again the Gemara raises the same objection as it did to the teaching of Rav Nahman bar Yitzhak.] “Perhaps the students of Rav Ashi accepted the opinion of Samuel [that a document certified by only two judges was valid even though such a court is considered an arrogant court].”

[The Gemara responds to this last objection by saying that] what was written [in the document] was “Rav Ashi said to us.”

This final conclusion of the Gemara is obscure and vague. Rashi gives two possible explanations. The first, which Rashi himself considers more probable, is that by mentioning Rav Ashi by name, the judges are telling us that the original court that sat in deliberation was a court of three judges, even though only two signatures appear, because Rav Ashi would only accept the legitimacy of a court of three judges. Alternately, albeit less likely, by mentioning Rav Ashi by name, the judges were implying that Rav Ashi himself was the third judge, since the word לנא is plural, implying the presence of at least two other judges.

What does this section of the Gemara add to what we have already learned from Rabbi Zeira?

1. According to Rabbi Nahman bar Yitzhak, it is only necessary to state that a document was certified by a bet din without specifying that three judges sat in judgement, even if one of the judges died before signing.

2. Although Rav Nahman bar Yitzhak’s formulation is rejected because it leaves open the potentially mistaken conclusion that the document was certified by an arrogant court of only two judges, it is still possible to certify a document with only two signatures by stating that the document was issued by a court under the jurisdiction of an eminent rabbi like Rav Ashi, because he would not brook any compromise on the minimum number of judges certifying a document, even if only two of the judges remained alive to sign it.

3. Finally, and most significantly, it appears that the expression במותב תלתא הוינא is included in the document first, because one of the judges had died before signing, and second, to remove all suspicion that the document was certified by a court with fewer than three judges. If, however, the signatures of all three judges appeared, the phrase במותב תלתא הוינא is superfluous and redundant and may be omitted without impugning the validity of the document.

These tentative conclusions based on the Gemara alone are confirmed in the codes. We begin, out of chronological order, with the Tur. In the Tur, Hoshen Mishpat, chapter 46, in a section dealing with the laws concerning lending and loans, Rabbi Yaakov ben Asher writes about the procedure for certifying loan documents (the so-called *שטר חוב*):

וכיצד הוא הקיום? באים עדי השטר ומעידים לפני שלשה, ואפילו הם הדייטות, "זאת היא חתימתנו." וכותבין למטה, "במותב תלתא כחדא הוינא, ואתא פלוני ופלוני ואסהידו קדמנא אחתימות ידיהו, ומדאיתבר, לנא דהא הוא חתימת ידיהו, אשרנוהו וקיימנוהו כדחזי." וחותמין למטה.
 What is the procedure for certifying [a loan document]? The witnesses to the document come [to the court] and testify before three [judges], even [three] who are not professional or expert judges, [and they say,] "These are our signatures." [And the judges] write below [the signatures], "Sitting [as a court of] three [judges] and we were of one opinion, there came [before us] so-and-so and so-and-so and they testified in our presence regarding their signatures. And when it became clear to us that these were indeed their signatures, we settled the case and certified the documents, as is fit." [Then, the judges] signed below [their statement].

The text of the Tur makes three things clear:

1. In the community of the Tur and undoubtedly elsewhere, it was customary to add the apparently redundant phrase *במותב תלתא כחדא הוינא* to documents that required the action of a court (*מעשה בית דין*), even if all three judicial signatures were present.
2. The formula of certification in the community of the Tur was written entirely in Aramaic.
3. The expression for describing the operations of the bet din was *במותב תלתא כחדא הוינא*, without the words *בי דינא*. Thus, either the words *בי דינא* were understood as being implied or *במותב תלתא* was the linguistic equivalent of *בי דינא*, making the latter words redundant and superfluous.

None of the commentaries to the Tur make any mention of the language in which the certification is formulated. This might appear to imply that commentators like the Beit Yosef (Rabbi Yosef Karo) and the Darkhei Moshe (Rabbi Moses Isserles) took for granted that the language of certification would be Aramaic, since otherwise, they might have stated *וכך הם כותבים בכל לשון*, "Thus the judges write (the certification) in any language." This conclusion, however, is by no means necessary, as we shall see below from the formulation of Maimonides. Thus, the gloss of the Beit Yosef on the phrase *במותב תלתא* simply states the obvious: three judges are needed to certify a document and if only two judges sign the document, Karo follows the opinion of the Nimukei Yosef, who says such certification is worthless (*הוא ודאי אינו כלום*). In a similar vein, the Darkhei Moshe quotes the Mordechai to Gittin (Perek HaShole'ah, paragraph 368) that if a *get* (whose authenticity requires the action of a bet din) is certified by only two judges, the *get* is invalid (*אינו בטל*).

Maimonides, in the sixth chapter of Hilkhot Edut, describes the juridical procedures for certifying a document in the presence of a bet din. After listing five possible procedures for certifying a document in paragraph 2, Maimonides writes the following information in paragraph 4:

בית דין שכתבו: במושב שלשה היינו, ונתקיים שטר זה בפנינו, הרי זה מקיים, אף על פי שלא פירשו באיזה דרך מן החמשה דרכים נתקיים.

A bet din which wrote [on a document it was certifying], “We were sitting [as a court of] three when this document was brought before us for certification,” such a document is certified, even though they [the members of the bet din] did not specify by which of the five methods the document was certified.

The most obvious feature to note in Maimonides is that not only is the formulation by which the document is certified written in Hebrew, but even the Talmudic expression *במותב תלתא הוינא* is translated into Hebrew. While it is true that Maimonides wrote the Mishneh Torah in rabbinic Hebrew in general, where the custom is universal to write a document in Aramaic, such as a ketubbah or *get*, Maimonides retains the Aramaic. Thus, his rendering of *במותב תלתא הוינא* into Hebrew is not merely stylistic consistency, but rather an indication that Maimonides sees no halakhic objection to rendering an Aramaic phrase from the Talmud into Hebrew.

This last conclusion is strengthened and validated when we consider the sixth paragraph in chapter 6 of Hilkhot Edut, where Maimonides deals with the hypothetical situation presented in the Talmud, with which we began our discussion (B. Ketubbot 22a):

שלשה שישבו לקיים את השטר, ומת אחד מהם, צריכין לכתוב: “במושב שלשה היינו, ואחד איננו.” שמה אמר הרואה: “בית דין בשנים קימורהו.”

Three judges who sat [in judgment] to certify a document and one of the judges died [before signing], [the remaining judges] must write, “We were sitting [in judgment] as three [judges] and one [of us] is no longer here [that is, he died],” lest the person who sees the document might [mistakenly] conclude, “This document was certified by a court of [only] two [judges].”

In this halakhah, Maimonides intentionally translates an Aramaic quotation from the Gemara, indeed an attributed statement of Rabbi Abba of Akko (*במותב תלתא הוינא וחד* (ליתוהי)), into Hebrew. The only conclusion to be drawn is that, at least for Maimonides, the language of the juridical certification bears no halakhic status. The bet din can write their certifying document either in Hebrew or Aramaic, even going as far as translating an attributed statement from Aramaic to Hebrew.

To this point, we have reached the following halakhic conclusions based on the Tur and Maimonides:

1. Certification of a document such as a loan requires judicial action (מצעה בית דין) and that such judicial action requires a bet din of three judges who can be non-professionals (הדיוטות).
2. In certifying a document, the Tur uses the formula *כחדא הוינא* in Aramaic, followed by the signatures of the three judges.
3. In certifying a document, Maimonides uses the expression *שלשה היינו* in Hebrew translation of *כחדא הוינא*.
4. In certifying a document when one of the judges has died before signing, Maimonides actually translates an attributed quotation from the Talmud from Aramaic to Hebrew.

One question remains open, namely, is the phrase *כחדא הוינא*, whether in Hebrew or Aramaic, necessary altogether, if the document is signed by all three judges? For a clear answer to this question, we turn to the Shulhan Arukh, Hoshen Mishpat 46:29:

ג' שישבו לקיים את השטר ומת אחד מהם, צריכין לכתוב: "במותב תלתא הוינא וחד ליתוהי," כדי שלא יאמר הרואה שבית דין של שנים קיימוהו. אפילו היה כתובו "בבית דין יאמר," שמא דימו ששנים בית דין הם. ואם יש בו משמעות שהיו שלשה, לא צריך. ויש אומרים שאם לא כתבו "וחד ליתוהי," כשר. ומכל מקום, לכולי עלמא אם כתבו "בי דינא ובמותב תלתא," תו לא צריך, וחותמים שנים מהם ודיו.

[The Shulhan Arukh is once again concerned with the hypothetical situation of a court that is certifying a document and one of the three judges dies before signing the document.]

"When three [judges] sat in judgment to certify a document and one of the judges died [before he signed the document], it is necessary to write, 'We sat [in judgment] as three [judges] and one is no longer here.' [This expression is included] so that when a person subsequently sees [the document with only two signatures], he/she will not conclude that a bet din of [only] two judges certified [the document].

"Even if the document included the words 'by a bet din' (but not the words "We sat in judgment as three judges and one of them is no longer here"), such wording is not sufficient, lest one might conclude that it was a bet din of only two judges.

"However, if there is some clear indication that the bet din originally had three judges (even though there are only two signatures), nothing more needs to be written.

"There are those who say that even if the text omits the words 'and one of them is no longer here' (וחד ליתוהי) the document is fit for use and legitimate.

"In any case, if he wrote the words 'a court with three judges sitting in judgment,' nothing else needs to be written and the two remaining judges sign and that is sufficient."

In this paragraph, Karo appears particularly loquacious, even to the point of redundancy, but each statement further specifies and delimits the law. Once again, it is clear that the codified law is concerned with appearances and with removing all doubt or suspicion that a court of two judges was sufficient to certify the document.

Most important, however, for the resolution of our question, is the third statement of the Shulhan Arukh, namely, if there is a clear indication that the bet din was composed of three judges, it is unnecessary for the document to specify verbally that three judges sat together in judgement. It is the Rema, Rabbi Moses Isserles, who clarifies what might be considered "a clear indication" that the court, in fact, had three judges:

ואם כל שלשה חותמים, אין צריך לכתוב, "במותב תלתא הוינא."

If all three judges sign (the document) it is unnecessary to write the words במותב תלתא הוינא.

While the gloss of the Rema may appear to be self-evident, what is significant is that the Rema states that a document is validly certified even without the words במותב

תלתא תיונא. All that is necessary is the signatures of all three judges to indicate that the certification was a judicial action (מעשה בית דין).

The Use of Aramaic Expressions in a Hebrew Document

We have seen through the discussion above that the expression *במותב תלתא בי דינא כחדא* is essentially superfluous if there is *prima facie* evidence that the court which certified a document as legally valid was a court with three judges. This *prima facie* evidence is provided by the signatures of the three presiding judges. The question that remains, however, is if the superfluous phrase is used, is it preferable to use the Aramaic formulation or to be linguistically consistent and translate the expression into Hebrew.

The literary tradition of retaining Aramaic phrases within the context of Hebrew documents has very early antecedents. The stylists of the Bible saw no difficulty in mixing pure Aramaic phrases into Biblical Hebrew contexts. Thus, Gen. 31:44-51 relates the story of the covenant established between Jacob and Laban, before Jacob crosses the Jabbok River to return to Canaan. As a sign of the covenant, Jacob and Laban establish a mound of stones as a boundary between their respective territories. In verse 47, Laban names the boundary marker *יגר שהדרתא*; Jacob, however, gives it the Hebrew name *גלעד*, a name repeated by Laban in verse 48. Notwithstanding the difficulties and the obvious doublets in the verses, Martin Noth,¹ followed by A.F. Campbell,² attributes both verses 47 and 48 to the Yahwist, although Noth does suggest that verse 47, which includes the Aramaic phrase, is a later addition.

This mixture of pure Aramaic in a Hebrew context continues sporadically in later biblical literature. Thus, in Jer. 10:11, we encounter an entire verse in Aramaic:

כדנה תאמרון להום, אלהיא די שמיא וארקא לא עברו, יאכדו מארעא ומן תחת שמיא אלה.

Thus you shall say to them: "Let the gods who did not make the heaven and the earth perish from it, the earth, and from under these heavens."

Whatever the exegetical explanation, this verse is addressed to the "House of Israel," who, throughout the balance of the chapter, is addressed in Hebrew.

The same mixture of Aramaic and Hebrew occurs in both the books of Ezra and Daniel. Ezra 4:8-6:19 is written entirely in Aramaic, not surprisingly since *Reichsaramaisch* was the official state language of the Persian Empire and the passage includes official correspondence to and from the Persian court. Nonetheless, Ezra 5:1-5:5 is the report of a prophecy of Haggai and Zechariah to the Jews in Judea and Jerusalem and it, too, is written in Aramaic. Finally, fully half of Daniel (2:2-7:28) is written in Aramaic, the balance written in Hebrew.

This responsum is not the appropriate occasion for an exhaustive survey of the use of Aramaic in Hebrew texts. Such a mixture of language does, however, occur both in liturgical texts and in the Talmud. Thus, one of the earliest prayers, according to the prevailing scholarly opinion, is the Kaddish, which unabashedly switches back and forth between Hebrew and Aramaic. Similarly, two late prayers, written long after Aramaic ceased to be the *lingua franca* of the Near East, namely *יקום פורקן* and *שמה דמרא עלמא* are both

¹ Martin Noth, *A History of Pentateuchal Traditions*, trans. Bernard W. Anderson (Englewood Cliffs, NJ: Prentice Hall, 1972), p. 29.

² Anthony F. Campbell and Mark A. O'Brien, *Sources of the Pentateuch* (Minneapolis, MN: Fortress Press, 1993), p. 116.

written in Aramaic. The mixture of Hebrew and Aramaic in the Babylonian Talmud is regular and even the passage quoted above from Ketubbot 22a is a mixed-language text.

The Use of Aramaic Phrases in Rabbinic Documents

Documents serve in a legal system to define the terms of an agreement and to attest to the validity and authenticity of that agreement. Contemporary rabbinic documents are used primarily to attest to life-cycle events in the life of the person or persons named in the document. Such documents today include, but are not limited to, baby-naming certificates for daughters, Brit Milah certificates for sons, Bar and Bat Mitzvah certificates, ketubbot, gittin and the documents associated with their delivery (הרשאות, פטורים) and certificates of conversion. Some of these, like ketubbot and gittin, are well attested from classical times and are referred to in Hebrew as שטרות. Others, such as baby-naming certificates and Bar and Bat Mitzvah certificates, are contemporary inventions and are simply called תעודות. Since these תעודות do not require the signature of qualified witnesses, they bear little or no legal status. Finally, there are documents related to conversion to Judaism. Although these documents are generally referred to as תעודות (certificates), a word that usually refers to documents that bear little or no legal status, conversion documents, in fact, bear significant legal status and invariably require action of a bet din in order to be certified as authentic.

Contemporary rabbinic documents represent only a small selection of documents that were used by rabbis or rabbinic courts in the past. Documents such as שטר חוב, שטר מכירה, תנאים, and שטר מתנה are only a few of the nearly forty different document types that are recorded in a work called the *Nahalat Shivah* (נחלת שבעה) by Rabbi Samuel ben David Halevi. It is worthwhile to review the style of a number of the documents recorded by the *Nahalat Shivah* for the following reasons: (1) to determine whether the classical formulations of rabbinic documents were written in Hebrew or Aramaic; and, (2) to ascertain if those documents that were formulated in Hebrew also included phrases or expressions in Aramaic.

Having already concluded that there is no halakhic impediment to translating standard Aramaic phrases into Hebrew and having already observed that there is a long history of inserting Aramaic expressions into Hebrew literary texts, the question remains whether that tendency to insert Aramaic expressions into Hebrew texts also applies to rabbinic documents written primarily in Hebrew.

The answers to these questions, as we might expect, are quite self-evident. First, certain document types were traditionally written in Aramaic and others were typically written in Hebrew. Thus, for example, the ketubbah was typically written in Aramaic, but as we well know, there is ample evidence of ketubbot written in other languages as well. Similarly, the *get* was written in Aramaic and because of the serious implications of improperly written *gittin*, extreme care was taken in standardizing the text of the *get*. On the other hand, documents traditionally written primarily in Hebrew include the שטר מכירת חמץ and the תנאים that are written for a bride and groom before the wedding.

When we look at those documents written primarily in Hebrew, we see that some contain no Aramaic expressions at all, while others contain a few well-known Aramaic expressions. Even though it would have been halakhically legitimate to translate these expressions into Hebrew, they are so familiar and standard in their Aramaic formulation that had these phrases been translated into Hebrew, the tone of authenticity might have been lost.

Certainly the two most familiar Aramaic phrases that appear repeatedly in Hebrew documents are וקנינא מן פלוני לפלוני על כל מא דכתוב and דלא כאסמכתא ודלא כטופסי דשטרי ביה. In the collection of documents edited by the *Nahalat*

Shivah, the first phrase occurs in the document used to extend the date for the fulfillment of marriage conditions (שטר הרחבת זמן על תנאים)³ in the document used to amend a ketubah (the so-called תוספת כתובה),⁴ the document in which a husband releases his wife from taking an oath regarding her ketubah (שטר מחילה על הכתובה),⁵ the document in which a woman attests that her ketubah has been paid to her (שובר על הכתובה)⁶ and the document attesting to a loan made by a daughter to her father from her assets (שטר חצי זכר).⁷

In the same collection of documents, the second phrase (beginning וקנינא), is used in the document that pre-arranges the conditions of marriage (the so-called תנאים),⁸ in the document used to extend the date for the fulfillment of the marriage conditions (שטר הרחבת זמן על תנאים),⁹ in the document used to amend the ketubah (the so-called תוספת כתובה),¹⁰ in the document in which a husband gives up his rights to his wife's property (שטר סילוק) and in the document attesting to a loan made by a daughter to her father from her assets (שטר חצי זכר).¹²

While there are other less frequently attested Aramaic expressions used in the context of legal documents written primarily in Hebrew as recorded by the *Nahalat Shivah*, we need to consider the use of the expression כמותב תלתא כי דינא כחדא הוינא as it appears in the documents recorded in the *Nahalat Shivah*. First, it is important to note that with only one exception, the document in which a woman takes an oath that she has not renounced her ketubah,¹³ all documents in which this expression occurs are written entirely in Aramaic. Only the document in which the woman swears that she is not renouncing her ketubah and holds her husband and his heirs responsible for its payment includes this Aramaic expression in the context of a Hebrew document.¹⁴ Second, it is important to note that in the versions of documents recorded by the *Nahalat Shivah* that attest to an action of a bet din, virtually all the documents are written entirely in Aramaic. Finally, in one document that attests to the action of a court, a document called by the *Nahalat Shivah* כבורין שיטור,¹⁵ a Hebrew alternative to the Aramaic expression is used, namely:

נחנו בעלי דינין חתומי מטה מודים ומעידים בהתימת ידינו דלמטה והיא תעיד עלינו במאה עדים כשרים ונאמנים שאנחנו חתומי מטה בררנו יחד שני דיינים מוהר"ר פב"פ ומוהר"ר פב"פ.

Documents of the Rabbinical Assembly

Over the past four decades, the Rabbinical Assembly has published a number of documents that may be used by its rabbis to attest to certain life-cycle events. These documents include

³ HaLevi, Samuel ben David, *Nahalat Shivah* (B'nei Brak), p. 46.

⁴ *Ibid.*, p. 93.

⁵ *Ibid.*, p. 101.

⁶ *Ibid.*, p. 102.

⁷ *Ibid.*, p. 107.

⁸ *Ibid.*, p. 34.

⁹ *Ibid.*, p. 46.

¹⁰ *Ibid.*, p. 93.

¹¹ *Ibid.*, p. 104.

¹² *Ibid.*, p. 107.

¹³ *Ibid.*, p. 96.

¹⁴ *Ibid.*

¹⁵ *Ibid.*, p. 129.

a Brit Milah certificate, a baby-naming certificate for girls, ketubbot, and a general document for use at conversions. The Brit Milah certificate, the baby-naming certificate and the Conversion Document are all written in Hebrew. On the other hand, following a long history of tradition, most Rabbinical Assembly ketubbot are written in Aramaic, although the Committee on Jewish Law and Standards has authorized a version of the ketubbah that is written entirely in Hebrew.

Over the last three years, the Publications Committee of the Rabbinical Assembly has been preparing a new edition of the *Rabbi's Manual*. Among its many features, this manual plans to introduce standardized texts for conversion documents not only for adult converts, but also for adopted children and for children converted by a bet din because their mother was not Jewish at the time of their birth. Since the act of conversion is a judicial action (מעשה דיין), it is important to reach an opinion on the formulation of such conversion documents. Inherent in publishing such documents is whether it is necessary or advisable to incorporate the Aramaic phrase **במותב תלתא בי דינא כחדא הוינא**. This question becomes more pressing because like their more generic predecessors, these conversion documents are written in Hebrew, with the exception of the phrase **תלתא בי דינא כחדא הוינא במותב**.

From the above discussion, we may safely draw the following conclusions:

1. There is a long history of the use of Aramaic phrases embedded in primarily Hebrew texts. This is not only true for biblical, liturgical and rabbinic texts, but equally true for legal documents used by rabbis.
2. There is no halakhic objection to rendering these Aramaic expressions into Hebrew.
3. The specific phrase **במותב תלתא בי דינא כחדא הוינא** is typically used in texts that are exclusively written in Aramaic, although it is attested in a document written primarily in Hebrew as well.
4. The phrase **במותב תלתא בי דינא כחדא הוינא** has been shown to be redundant and unnecessary if the document is signed by three rabbinic judges; for that reason, Rabbi Moses Isserles has ruled that if all three judges sign the document, the phrase may be omitted altogether without any halakhic ramifications.

Conclusions

This conclusion comes as a recommendation for **הלכה למעשה**, the practical application of Halakhah. Despite the observation that there are no negative ramifications if the phrase **במותב תלתא בי דינא כחדא הוינא** is omitted altogether or rendered into Hebrew, it is recommended that the Aramaic formulation be retained in all Rabbinical Assembly documents in which it would be appropriate, for the following reasons:

1. The phrase has a long history with roots in the Talmud itself and appears consistently in documents that attest to the action of a bet din. Tradition should have a strong vote, if not a veto, unless there is a pressing reason to change tradition.
2. Consistency in language, that is, using only Hebrew in Rabbinical Assembly documents written primarily in Hebrew, is a legitimate position, but slavish adherence to consistency in language depletes the richness and coloration of rabbinic documents and unnecessarily ends a lengthy stylistic tradition.
3. The use of phrases such as **במותב תלתא בי דינא**, as well as the other two phrases discussed in the body of this text, adds a tone of authenticity to the document, which is not so much substantive as it is subliminal.
4. Since all our Hebrew documents are accompanied by a parallel English translation, there can be no objection that the bearer of the document will not understand the text

because he or she does not know Aramaic. The Hebrew documents exist for the dual purpose of promoting and maintaining the Hebrew language, but also to provide a document that will be universally understood by colleagues throughout the world. The presence of Aramaic expressions in a primarily Hebrew document, not only does not detract from this last purpose, but in fact, helps give the document a ring of familiarity.

5. Finally, the Hebrew language style used in Rabbinical Assembly documents is itself a formal, classical style. The use of standard Aramaic phrases in such a Hebrew document appears consistent with this classical style.