

The Soncino Babylonian Talmud

בש"ך בשבת בש"ן ימים ליה ס"ך ש"ך ומש"ך אכ"פ"ם ושבע מאות ושתי"ם עשרה  
 לבר"אית ע"מ"ם כמ"ךן שא"ךן ס"ךן ס"ךן כמ"הא ירושל"ם דיהב"א על מי ש"ל"ה וע"ל  
 מי בורות א"ך"א ב"ן הע"ב"ד ה"ום ב"רוש"ל"ם ה"ך"ב"ר"ת וכל  
 ש"ם אחר"ך וח"ך"ב"ה ד"א"ית ל"י וכל"א"ב"ה"י ול"א"ת"ר"י צ"ב"ו"ת"י ב"ר"ע"ו"ת צ"פ"ע"י  
 ב"ד"כ"א א"ך"ס"ך"א וש"ב"ק"ו"ת ופ"ט"ר"ו"ת ותר"ו"כ"ו"ת י"ח"י ל"יכ"י א"ך"ת א"ך"ת"ל  
 ד"ב"ו"ת ק"ר"י"א ב"ת הע"מ"ד"ת ה"ום ב"רוש"ל"ם ה"ך"ב"ר"ת  
 וכל ש"ם אחר"ך וח"ך"ב"ה ד"א"ית ל"יכ"י וכל"א"ב"ה"י ול"א"ת"ר"י ד"ה"י"ת א"ך"ת"ל  
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 וי"ש"ל"ט"א"ה ב"ן פ"ע"י"כ"י כ"ס"ד"ך ל"ה"ת"נ"ס"ב"א כ"כ"ל צ"ב"ר ד"ת"נ"צ"ב"י"ך ו"א"ך"ש ל"א י"מ"א"ה  
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 ח"ך"ן ד"י י"ה"ו ל"יכ"י מ"ך"א"י ס"פ"ר ת"ר"ו"כ"ו"ן ו"א"ך"ת ש"ב"ק"ו"ך ו"ך"ט פ"י"ס"ר"ו"ך  
 כ"ד"ו"ן ב"ש"ו"ר"ת וי"ש"ו"ר"ת א"ך"ת  
 ר"ח"מ"י"ם ה"מ"כ"ו"נ"ה ב"כ"ו"ר ב"ן א"ב"ר"ה"ם ע"ד  
 ד"ו"ד ב"ן י"צ"ח"ק ע"ד

**GITTIN****BOOK I****Folios 2a- 48a****CHAPTERS I- IV****TRANSLATED INTO ENGLISH WITH NOTES****BY MAURICE SIMON, M.A.**

UNDER THE EDITORSHIP OF  
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# GITTIN – 2a-48a

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## INTRODUCTION

The Tractate Gittin, as its name implies, is concerned principally with problems connected with the kind of document known as *Get*. The derivation of this word, as also its primary meaning, is obscure. As used in the Talmud it means strictly ‘document’, in the widest sense of the term. In actual practice, however, it was applied almost exclusively to two kinds of document — the *Get Pitturin*, the writ of release or divorce, given by a husband to a wife, and the *Get Shihrur*, or writ of manumission, given by a master to a slave. When used without further qualification, the word invariably refers to the former of these. It is with this that the treatise Gittin principally deals, though it includes in its purview writs of manumission also, and much of what it has to say of these two kinds applies to documents in general.

From the nature of its subject, Gittin is concerned largely with questions of legal procedure and terminology, and in this respect it has close affinities with certain tractates in the *Seder Nezikin*. On the other hand, through its preoccupation with writs of divorce, it has necessarily to touch frequently on problems of conjugal relationships; and it was for this reason, no doubt, that it was included in the *Seder Nashim*. To avoid misunderstanding, however, the fact must be emphasized that the main theme of Gittin is not divorce, either in its legal or its moral aspect, but the validity of the document which effects divorce.

The first three chapters discuss exhaustively the reasons for which a *Get* may be pronounced invalid by the Beth Din. These advance progressively from purely external flaws to serious flaws in the very content of the *Get*. The first flaw with which [Chapter I](#) begins is the omission of the bearer of a *Get* from one country to another, especially to or from the Land of Israel, to

make a proper declaration. Apropos of this, the Gemara takes occasion to enumerate various points of difference between the Land of Israel and other countries ([2a-8b](#)). Next we have flaws in the signatures ([9a-11b](#)) and then the case of a *Get* being countermanded before it is delivered, in connection with which the Gemara discusses the rights of a wife and a slave to maintenance ([12a-13a](#)). Next comes the case of a *Get* delivered after the death of the husband, in connection with which the whole subject of deathbed and other instructions is discussed ([13a-15a](#)).

[Chapter II](#) commences with the case of a *Get* delivered by two bearers jointly ([15a-17a](#)), then discusses when the witnesses to the document may sign ([17a-19a](#)), then the material with which and on which the *Get* is to be written ([19a-22b](#)), then the persons who are qualified to write out the *Get* or act as its bearers ([22b-24a](#)).

[Chapter III](#) sets forth in its various aspects the rule that the *Get* must be written expressly for the woman to whom it is to be given ([24a-28a](#)), and this gives an opportunity for a discussion of the subject of *Bererah*, (‘retrospective decision,’ or ‘anticipatory choice,’ [25a-25b](#)). The case where the husband may have died before the *Get* is given is then taken and this leads to a discussion of the whole question of ‘presumption’ ([28a-29a](#)) and a number of rules on the subject ([30a-31b](#)). In between these two passages the conditions under which one bearer may appoint another are laid down.

[Chapter IV](#) commences with the regulations under which a man may cancel a *Get* ([32a-34a](#)), or change his name in the *Get* ([34b](#)). These regulations were laid down ‘for the better ordering (or adjustment) of society’, i.e., for the prevention of hardships or abuses; and most of the rest of this chapter is taken up with a number of other regulations made by the Rabbis for the same

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purpose, most of which have nothing to do with divorce. Incidentally the whole subject of the emancipation of slaves is treated under various headings, which include the marriageability of the slave and his right to compensation for injury (37b-45a).

Prominent among the regulations made for the 'better adjustment of society' is Hillel's institution of the *Prosbul*, which is discussed in (36a-37b). Other such regulations are that a widow should take a vow on claiming her *Kethubah* from orphans (34b-35b), that captives should not be redeemed for more than their value (45a); that scrolls of the law, etc. should not be bought from heathens for more than their value (45b); that a man may not remarry a woman whom he has divorced on account of ill fame or of a vow she has made or because she is barren (46b); that a man who sells himself to heathens is not to be redeemed (47a); and that one who sells a field to a heathen has to buy the first fruits from him (47a).

Chapter V contains a number of regulations of a similar type of which the most interesting refer to the duties of guardians (51b-52b), the penalties for deliberately making other persons' foodstuffs unclean (52b-55a), and the *sicaricon* (55b). It closes with some similar regulations made 'in the interests of peace,' as that the poor of the heathen should be allowed to gather gleanings, etc., or that the wife of a *Haber* (v. Glos.) may grind corn together with the wife of an *'Am Ha-arez* (v. Glos.), etc.

In Chapter VI we return to the subject of writs of divorce, and the formulas by which a husband or wife can appoint an agent for taking or receiving the *Get* are laid down and minutely discussed (62b-64b). The cases of a young girl and of the wife of a priest are given special consideration (64b-65b). The rest of the chapter is taken up with the validity of instructions given by the husband to others to write the *Get*.

The first two Mishnahs in Chapter VII continue the same subject. The case of a *Get*

given conditionally on a man's dying is then considered (72a-74a), and then the problem of a *Get* with conditions attached to it or inserted in it, and the Gemara discusses the proper formula for laying down a condition (74a-76a). The case of a *Get* given on condition of a man's not returning within a certain time is then specially considered (76a-77a).

Chapter VIII lays down the rules for deciding whether the *Get* has legally been given or not in cases where it was not actually transferred from hand to hand, e.g., where the husband threw it to the wife (77a-79b). Cases in which a second *Get* is required owing to some doubt about the first are then considered, and various types of invalid *Get* are defined, as also the penalties incurred by a woman for marrying again on the strength of such a *Get* (79b-81a).

Chapter IX at first continues with the same subject, discussing the exact force of the word 'but' introducing an exception, and the Gemara adduces the attempts of four Rabbis to confute the opinion of R. Eliezer that a *Get* containing this word is valid. The validity of other conditions and exceptions is also discussed (83b-85a). The proper formula for the *Get*, and also for a writ of manumission, is then specified (85a-86a), and a description is given of various types of *Get* which are irregular or unusual but not invalid (86a-88a). The rest of the chapter deals with the validity of a *Get* given under compulsion (88b), the question whether attention is to be paid to common report (88b-90a), and finally, the ethical grounds for divorce (90a-90b).

The exacting legal discussions which make up a great part of the Tractate are relieved by a considerable amount of *Aggadah*. The mention of '*sicaricon*' in the fifth chapter provides a peg on which to hang a long *Aggadic* description of the siege of Jerusalem by Vespasian and Titus and the War of Bethar (55b-58a). This is one of the outstanding *Aggadic* passages in the whole of

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the Talmud. The mention of *Kordiakos* in the [seventh chapter](#) furnishes an opportunity for a quaint disquisition on various common maladies, and their remedies — a sort of Talmudic *materia medica* ([67b-70b](#)).<sup>1</sup> Interwoven with this — for some reason which is not quite apparent — is a highly fanciful account of the relations of King Solomon with Ashmedai, the prince of the demons. Other notable pieces of *Aggadah* are the Midrashic expositions of Scriptural texts in [chapter 1](#) ([6b-7b](#)), and the discussion whether the Torah was originally written as a whole or in separate scrolls in [Chapter V](#) ([60a](#)).

While concerned primarily with documents, Gittin also contains most of the Talmudic law on divorce itself. This combination was rendered easy and natural by the fact that according to the Rabbis the one means of dissolving a marriage is a *Get* properly drawn up and delivered. If that is so, it may be asked, why should the Rabbis not have concentrated their attention on the act of divorce itself rather than on the *Get*? The answer may be hazarded that they tried deliberately to avoid mention of divorce as a term of evil associations. This idea is borne out by the fact that in speaking of slaves the Tractate does in fact deal in the first place with actual emancipation, and with the writ of manumission only incidentally.

One more point will probably strike the modern reader — the apparent unfairness of the Talmudic law of divorce towards the woman. The husband can practically at any time get rid of the wife against her will; the wife cannot release herself from the husband against his will except under certain

conditions when the Beth Din can compel him to give her a *Get*. This is certainly the theory, but in practice this inequality was, in the view of the Rabbis, more apparent than real. They assumed, and rightly so, that both for a man and a woman married life was under almost any conditions preferable to single, and therefore while the man might be trusted not to abuse his power, the woman, if virtuous, would only in the rarest circumstances actually desire a divorce.

M. SIMON

## Footnotes

1. For a fuller treatment of this topic the reader is referred to the Appendix kindly contributed to this volume by Dr. W. M. Feldman [note: not included in the Come And Hear web page].

The Indices of this Tractate have been compiled by Judah J. Slotki, M.A.

## PREFATORY NOTE BY THE EDITOR

The Editor desires to state that the translation of the several Tractates, and the notes thereon, are the work of the individual contributors and that he has not attempted to secure general uniformity in style or mode of rendering. He has, nevertheless, revised and supplemented, at his own discretion, their interpretation and elucidation of the original text, and has himself added the notes in square brackets containing alternative explanations and matter of historical and geographical interest.

ISIDORE EPSTEIN

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## Gittin 2a

### CHAPTER I

**MISHNAH.** THE BEARER OF A BILL OF DIVORCE [GET] FROM [A HUSBAND IN] FOREIGN PARTS<sup>1</sup> [TO THE LAND OF ISRAEL] IS REQUIRED TO DECLARE [ON PRESENTING IT TO THE WIFE]. 'IN MY PRESENCE IT WAS WRITTEN AND IN MY PRESENCE IT WAS SIGNED.' RABBAN GAMALIEL SAYS: [THIS DECLARATION IS] ALSO [REQUIRED] IF HE BRINGS IT FROM REKEM OR FROM HEGAR.<sup>2</sup> R. ELEAZAR SAYS: EVEN IF HE BRINGS IT FROM KEFAR LUDIM TO LUD.<sup>3</sup> THE SAGES, HOWEVER, SAY THAT THE DECLARATION 'IN MY PRESENCE IT WAS WRITTEN AND IN MY PRESENCE IT WAS SIGNED' IS REQUIRED ONLY FROM ONE WHO BRINGS A BILL OF DIVORCE [FROM FOREIGN PARTS TO THE LAND OF ISRAEL] OR WHO TAKES IT [FROM THE LAND OF ISRAEL TO FOREIGN PARTS].<sup>4</sup> THE BEARER [OF SUCH A DOCUMENT] FROM ONE PROVINCE TO ANOTHER IN FOREIGN PARTS IS ALSO REQUIRED TO DECLARE, IN MY PRESENCE IT WAS WRITTEN AND IN MY PRESENCE IT WAS SIGNED.' RABBAN SIMEON B. GAMALIEL SAYS IT IS REQUIRED EVEN IF HE TAKES IT FROM ONE GOVERNORSHIP<sup>5</sup> TO ANOTHER. R. JUDAH SAYS: [FOREIGN PARTS EXTEND] FROM REKEM EASTWARDS, REKEM BEING INCLUDED; FROM ASKELON SOUTHWARDS, ASKELON INCLUDED; AND FROM ACCO<sup>6</sup> NORTHWARDS, ACCO INCLUDED. R. MEIR, [HOWEVER,] HELD THAT ACCO COUNTS AS ERETZ ISRAEL IN THE MATTER OF BILLS OF DIVORCE. THE BEARER OF A BILL OF DIVORCE [FROM ONE PLACE TO ANOTHER] IN THE LAND OF ISRAEL IS NOT REQUIRED TO DECLARE, 'IN MY PRESENCE IT WAS WRITTEN AND IN MY PRESENCE IT WAS SIGNED;' IF ITS VALIDITY IS CHALLENGED IT MUST BE ESTABLISHED THROUGH THE SIGNATURES.<sup>7</sup>

**GEMARA.** What is the reason [for this requirement]? Rabbah Says:

1. Lit., 'province of the sea': a name given to all countries outside of Palestine and Babylonia.
2. The Biblical Kadesh and Bared (Gen. XVI, 14), on the southern border of Palestine, [v. Targum *Onkelos loc. cit.* Josephus (Ant. IV. 7, 1) who names the place Arekem (cf. הרקם in our Mishnah) identifies it with Petra. Hegar is identified by Hildesheimer, *Beitrage zur Geographie Palastinas* (pp. 53 and 68) with the wilderness of Shur on the South-western Palestine border of Egypt].
3. Lydda. Two neighboring places on opposite sides of the border. [Kefar Ludim was about two hours walking distance from Lud on the north-west, v. Kaftorhwa-Ferah (Luncz ed.) p. 128].
4. The point of this remark is discussed *infra* 4b.
5. [G]. V. *infra* 4b.
6. The modern Acre.
7. I.e., by bringing proof that the signatures are authentic.

## Gittin 2b

It is because [the Jews in foreign parts] are [for the most part] ignorant of the rule of 'special intention'.<sup>1</sup> Raba says: It is because it is not easy to find witnesses who can confirm the signatures.<sup>2</sup> What difference does it make [in practice] which reason we adopt? — [It does] in the case where the Get has been brought by two persons;<sup>3</sup> or again, where it has been taken from one province to another in the Land of Israel;<sup>4</sup> or again, from one place to another in the same foreign country.<sup>5</sup> Seeing that Rabbah's reason is that Jews abroad are ignorant of the rule of 'special intention', why does he not require that the Get should be brought by two bearers, so as to bring this case into line with the general rule of the Torah regarding evidence?<sup>6</sup> —

One witness is sufficient where the question at issue is a ritual prohibition.<sup>7</sup> But presumably the rule that one witness is sufficient where the question at issue is a ritual prohibition applies for instance to the case of a piece of fat of which we do not know whether it is permitted or forbidden, there

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being no prima facie ground for declaring it prohibited. Here, however, since there is prima facie ground for assuming the prohibition regarding a married woman,<sup>8</sup> the question becomes one of prohibited sex relationship, and for disproving such a relationship the evidence of two witnesses is required?<sup>2</sup> —

Most [of the Jews abroad] are acquainted [with the rule of 'special intention'].<sup>10</sup> And even if, following the practice of R. Meir, we take account of the exceptions, [it will make no difference.] for most of the scribes of the *Beth Din* know the law, and it was the Rabbis who [on their own authority] insisted [on this declaration], and in this case,

1. [H] Lit., 'for her name': the rule that the Get must from its inception have been intended expressly for that woman.
2. In case the husband comes and questions the validity of the Get, and the declaration of the bearer is regarded as an authentication of the signatures by two witnesses.
3. Rabbah would still require the declaration, Raba not.
4. Here Raba would require the declaration, Rabbah not.
5. Here Rabbah would require the declaration, Raba not.
6. By the mouth of two witnesses a matter shall be established, Deut. XIX, 15.
7. As opposed to a pecuniary liability.
8. Since the recipient of the Get is a married woman she is prima facie (until we know that the Get is valid) forbidden to all other men.
9. V. Sot. 3.
10. Hence we do not suspect the husband of having broken this rule.

## Gittin 3a

on account of the danger of the woman becoming a 'deserted wife', those [same] Rabbis made a concession<sup>1</sup> [by allowing one bearer to suffice]. You call this a concession? It is rather a hardship. since if you require that the Get should be brought by two [bearers], there is no danger of the husband coming and challenging it<sup>2</sup> and getting it declared invalid; but if only one is required, he will be able to do so? —

No. You know what a Master has told us:<sup>3</sup> ['On the question] how many persons must be present when he [the bearer] gives [the writ] to her [the wife], there was a difference of opinion between R. Johanan and R. Haninah, one holding that [at least] two were required, and the other that [at least] three.' This being so, [the bearer] will make sure [of the husband's intentions] from the first, and [the husband] will not come [and invalidate the Get] and bring himself into trouble later.<sup>4</sup>

Since Raba's reason is that it is not easy to find witnesses to confirm the signatures, why does not he also require two [bearers]. so as to bring this document into line with all others [which may require such confirmation]? — One witness is sufficient where the question at issue is a ritual prohibition. But presumably the rule that one witness is sufficient where the question at issue is a ritual prohibition applies for instance to the case of a piece of fat of which we do not know whether it is permitted or forbidden, there being no prima facie ground for declaring it prohibited. Here, however, since there is prima facie ground for assuming the prohibition regarding a married woman, the question becomes one of prohibited sex relationship, and for disproving such a relationship the evidence of two witnesses is required? —

By rights no witnesses should be required for confirming [the signature on] other documents<sup>5</sup> either, as may be inferred from the dictum of Resh Lakish, that signatures of witnesses to a document are just as reliable as if their evidence had been sifted in the *Beth Din*. It is the Rabbis who on their own authority insisted [on two witnesses for this], and here on account of the danger of the woman becoming a 'deserted wife', these [same] Rabbis made a concession. You call this a concession? It is rather a hardship, since if you require that the Get should be brought by two bearers, there is no danger of the husband coming and challenging it and getting it declared invalid; but if only one is required, he will be able to do so? — No. You

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know what a certain Master has told us: ['On the question] how many persons must be present when he gives her the Get, there was a difference of opinion between R. Johanan and R. Haninah, one holding that [at least] two were required and the other [at least] three.' This being so, the bearer will make sure of the husband's intentions, and [the husband] will not come [and invalidate the Get] and bring himself into trouble later.

Why did not Raba give the same reason that Rabbah gave? — He will tell you: Does the Mishnah then require him to declare, 'In my presence it was written in her name, in my presence it was signed in her name'?

And Rabbah? — He might retort that by rights the formula ought to run thus, and the reason why it does not is because if you give the bearer too many words to say, he will leave out some. As it is he may leave something out? — He might omit one word out of three,<sup>6</sup> he will hardly omit one word from two.<sup>7</sup>

Why did not Rabbah give the reason which Raba gave? — He will tell you: If this were the reason the Mishnah should require the bearer to declare simply, 'In my presence it was signed' and no more, the fact that he has also to say, 'In my presence it was written' shows that 'Special intention' is required.

And Raba? — He might retort that by rights the formula should run thus, but if it did the impression might be created that the confirmation of signatures to documents in general requires only one witness.

And Rabbah? — He might rejoin that the two cases<sup>8</sup> are not similar. There the formula is, 'We know [this to be So-and-so's signature],' here it is, 'In my presence, etc.:'; there a woman is debarred,<sup>9</sup> here a woman is not debarred;<sup>10</sup> there the party concerned<sup>11</sup> is debarred, here the party concerned is not debarred.<sup>12</sup>

And Raba? — He could rejoin that here also if [the bearer] says 'I know, etc.' his word is accepted, and since this is so there is a danger<sup>13</sup> of creating the impression that confirmation of signatures to documents in general requires only one witness.

According to Rabbah, as we have seen, the reason [for requiring the declaration] is that [Jews outside the Land of Israel] are not familiar with the rule of 'special intention'. [Assuming that this is so,] who is the authority that requires the Get to be both written

1. To enable her to remarry.
2. Finding some flaw in the drafting or procedure.
3. *Infra* 5b.
4. [Lit., 'do injury' to himself (i.e., to his reputation). He realizes that no attack against the validity of the Get is likely to be admitted merely on his own word so as to reverse the decision of the two or three before whom it had been presented. V. Rashi and Adreth, *Hiddushim* a.l., and *infra* p. 14, n. 2.]
5. I.e., relating to money matters.
6. If he says 'In my presence it was written in her name' which in Hebrew is expressed in three words.
7. The formula in the Mishnah is expressed in two Hebrew words.
8. The case of a Get and the case of documents in general.
9. From attesting.
10. V. *infra* 23b.
11. The party claiming on the document.
12. Because a woman may act as bearer of her own Get. *Infra* 23b.
13. If he says only, 'In my presence it was signed'.

## Gittin 3b

and signed with special reference to that woman? It cannot be R. Meir, for he requires only that it should be signed, but not that it should be written with this intention, as we learn:<sup>1</sup> 'A Get must not be written on something still attached to the soil. If it was written on something still attached to the soil, then torn off, signed and given to the woman, it is valid.'<sup>2</sup> Nor again can it be R. Eleazar, for [as we know] R. Eleazar requires that it should be written but not necessarily that it

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should be signed with 'special intention'.<sup>3</sup> Nor can you maintain that after all it is R. Eleazar, and that in saying that 'special intention' is not required, he means 'not required by the Torah', but he admits that it is required by the Rabbis.

This cannot be; for there are three kinds of Get [which the Rabbis have declared invalid, though they are not invalid according to the Torah], and R. Eleazar does not include among them one which has not been signed with 'special intention', as appears from the following Mishnah:<sup>4</sup> Three kinds of Get are invalid, but if a woman marries on the strength of one of them, the child is legitimate. [One,] if the husband wrote it with his own hand but it was attested by no witnesses; [a second,] if there are witnesses to it but no date; [a third,] if it has a date but the signature of only one witness. These three kinds of Get are invalid, but if the woman remarries on the strength of one of them, the child is legitimate.

R. Eleazar says that even though it was not attested by witnesses at all, so long as he gave it to her in the presence of witnesses it is valid, and on the strength of it she may recover her *Kethubah* from mortgaged property, since signatures of witnesses are required to a Get only as a safeguard.<sup>5</sup> Are we to say then that after all R. Meir is the authority, and that he dispenses with 'special intention' only as a requirement of the Torah but not as a requirement of the Rabbis? How can this be, in view of what we have been told by R. Nahman, that R. Meir used to rule that even if the husband found a Get ready written on a rubbish heap

1. *Infra* 21b.
2. Which shows that if the signing is in order, the writing does not matter.
3. Because according to R. Eleazar, it is not necessary that the Get should be signed at all.
4. *V. infra* 86a.
5. This shows that R. Eleazar does not require the Get to be signed with 'special intention'.

## Gittin 4a

and signed it and gave it to her, it is valid? Nor can you say that this ruling means 'valid as far as the Torah is concerned,' for in that case R. Nahman should have said not, 'R. Meir used to rule,' but 'It is a rule of the Torah?' — After all, we come back to the opinion that R. Eleazar was the authority, and [we say that] where he dispenses with the requirement of 'special intention' is in the case where there are no witnesses at all, but if [the Get] is signed, it must be signed with such intention. This accords with the statement of R. Abba, that R. Eleazar admitted that a Get which contains a flaw in itself<sup>1</sup> is invalid.

R. Ashi said: Shall I tell you who the authority [of the Mishnah] is? It is R. Judah, as shown by the following Mishnah: R. Judah declares the Get invalid unless it has been both written and signed on something not attached to the soil.<sup>2</sup> Why did we not at the outset declare R. Judah to be the authority? — We tried if possible [to base ourselves on the authority of] R. Meir because, where a Mishnah is stated anonymously [its author is] R. Meir.<sup>3</sup> We also try if possible [to base ourselves on the authority of] R. Eleazar, because it is generally agreed that his ruling is decisive in questions of writs of divorce.

Our Mishnah says: RABBAN GAMALIEL SAYS, THE DECLARATION MUST ALSO BE MADE BY ONE WHO BRINGS A GET FROM REKEM AND FROM HEGAR. R. ELEAZAR SAYS, EVEN IF HE BRINGS IT FROM KEFAR LUDIM TO LUD. [Commenting on this passage,] Abaye said that it refers to places adjoining<sup>4</sup> the Land of Israel and to places within the ambit of<sup>5</sup> the Land of Israel.<sup>6</sup> Rabbah b. Bar Hanah said: I have myself seen that placed and am able to state that the distance<sup>7</sup> is the same as from Be Kubi to Pumbeditha. Now [from the words of the Mishnah just quoted] we infer that the first Tanna<sup>8</sup> was of opinion that in these cases the declaration was not necessary. May we assume that the point of divergence

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between them is that one authority<sup>2</sup> holds that the reason why the declaration is required is because [Jews outside of the Land of Israel] are not familiar with the rule of 'special intention', and he excepts [the Jews of] these places because they are familiar,<sup>10</sup> whereas the other authority<sup>11</sup> holds that the reason [why the declaration is required] is because it is not easy to find witnesses to confirm the signatures, and he [includes the Jews of] these places because here too it is not easy?<sup>12</sup> —

No. Rabbah can account for the difference in his way and Raba in his way. Rabbah can account for it thus: All the authorities are agreed that the reason for requiring the declaration is because of the unfamiliarity [of the Jews outside Eretz Israel] with the rule of 'special intention', and the point of divergence between them is that the first Tanna is of opinion that in these places on account of their proximity to Eretz Israel the Jews are familiar with the rule, whereas Rabban Gamaliel held that this was so only in the case of places which lay within the ambit of Eretz Israel but not in those which merely adjoined it, and R. Eleazar would not allow it to be so even in the case of places which lay within the ambit, no distinction being made among places which belong to 'foreign parts'.

Raba accounts for the difference thus: All the authorities are agreed that the reason for requiring the declaration is because it is not easy to find witnesses to confirm the signatures, and the point of divergence between them is that the first Tanna is of opinion that in these places, on account of their proximity to the Land of Israel, it is easy to find witnesses, whereas Rabban Gamaliel held that this was so only in places which lie within the ambit of Eretz Israel, but not in those which only adjoin it, and R. Eleazar would not allow it to be so even in places lying within the ambit, as no distinction is to be made among places which belong to 'foreign parts'.

Our Mishnah says: [THE SAGES SAY] THE DECLARATION, 'IN MY PRESENCE IT WAS WRITTEN AND IN MY PRESENCE IT WAS SIGNED IS REQUIRED ONLY FROM ONE WHO BRINGS A GET FROM FOREIGN PARTS AND FROM ONE WHO TAKES IT THERE. We infer from this that in the opinion of the first Tanna the bearer [of a bill of divorce] to foreign parts is not required to make the declaration. May we assume that the point of divergence between the two authorities is that one holds that the reason why the declaration is required is because [Jews in foreign parts] are not familiar with the rule of 'Special intention',

1. E.g., a wrong date, a wrong signature, etc.
2. *Infra* 21b.
3. V. Sanh. 86a.
4. I.e., Rekem and Hegar.
5. Lit., 'swallowed in'.
6. I.e., Kefar Ludim. This place, though outside the boundary, would lie within a straight line drawn between two other places on the boundary, and so is said to be 'swallowed' in the Land of Israel.
7. From Kefar Ludim to Lud.
8. The authority for the first clause in the Mishnah.
9. The first Tanna and R. Gamaliel.
10. Being in the neighborhood of Palestine.
11. R. Eleazar.
12. Because there is no commercial intercourse between the two places. (Rashi).

## Gittin 4b

and he excepts the bearer of a Get from Eretz Israel because there they are familiar, whereas the other authority held the reason to be because it is not easy to find witnesses to confirm the signatures, and this applies to 'foreign parts' also? —

No. Rabbah can account for the difference in his way and Raba in his way. Rabbah explains thus: Both authorities are agreed that the reason for requiring the declaration is because of the unfamiliarity [of the Jews outside Eretz Israel] with the rule of 'special intention', and where they diverge is on the question whether we extend the obligation properly meant for the bearer from foreign

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parts to the bearer to foreign parts, one holding that we do make this extension, the other that we do not. Raba explains thus: Both authorities agree that the reason for requiring the declaration is because it is not easy to find witnesses to confirm the signatures, and the Rabbis mentioned in the second clause merely made explicit what was in the mind of the first Tanna.

Our Mishnah says: **THE BEARER OF A GET FROM ONE PROVINCE TO ANOTHER IN FOREIGN PARTS IS REQUIRED TO DECLARE, 'IN MY PRESENCE IT WAS WRITTEN AND IN MY PRESENCE IT WAS SIGNED'**; from which we infer that if he takes it from one place to another in the same province 'in foreign parts'. he need not make the declaration. This conforms with the view of Raba but conflicts with that of Rabbah, [does it not]? —

No. You must not infer [that if the Get is taken] from one place to another in the same province 'in foreign parts', the declaration is not required. What you have to infer is that if it is taken from one province to another in the Land of Israel the declaration is not required. But this is stated distinctly in the following clause of the Mishnah: **THE BEARER OF A GET [FROM ONE PLACE TO ANOTHER] IN THE LAND OF ISRAEL IS NOT REQUIRED TO DECLARE, 'IN MY PRESENCE IT WAS WRITTEN AND IN MY PRESENCE IT WAS SIGNED'**! — If I had only that to go by I should say that while this omission does not invalidate the Get retroactively. It is not permissible in the first instance; now I know that this is also the case.

The objection here raised is also stated in the following form: I infer that the bearer of a Get from one province to another in the Land of Israel is not required to make the declaration. This is in conformity [is it not] with the view of Rabbah but conflicts with that of Raba? —

You must not infer that [if it is taken] from one province to another in the Land of Israel the declaration is not required. The proper inference to draw is that it is not required from the bearer from one part to another of the same country in foreign parts. What then? From the bearer from one province to another in the Land of Israel it is required? Then it would be sufficient for the Mishnah to say, 'The bearer of a Get from one province to another' [without mentioning 'foreign parts']? — The fact is that it is not necessary for the bearer from one province to another in the Land of Israel either,<sup>1</sup> since on account of the festival pilgrimages [to Jerusalem] it is always possible to find witnesses. This may have been a good reason so long as the Temple was standing, but what of the time when there is no Temple? — Since there are [Jewish law] courts regularly established, witnesses can always be found.

We have learnt: Our Mishnah says: **RABBAN SIMEON BEN GAMALIEL SAYS, EVEN THE BEARER FROM ONE GOVERNORSHIP TO ANOTHER**, and commenting on this R. Isaac said that there was a certain city in Eretz Israel, 'Assasioth by name,<sup>2</sup> in which were two Governors at variance with each other,<sup>3</sup> and that is why the Mishnah had to put in the clause 'from governorship to governorship'. Now this ruling conforms with the view of Raba, [does it not,] but conflicts with that of Rabbah? — Rabbah accepts Raba's reason also.<sup>4</sup> Where then does a difference arise between them in practice? — If the Get was brought by two bearers, or if it was brought from one place to another in the Same province in a 'foreign country'.<sup>5</sup>

We have learnt: Where the bearer of a Get from foreign parts is not able to declare, 'in my presence it was written and in my presence it was signed', if the Get has been signed by witnesses, its validity can be established through the signatures.<sup>6</sup> We were perplexed by the expression, 'is unable to say'.

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1. And yet this does not conflict with the view of Raba.
2. [Horowitz, I. Palestine p. 63 identifies it with Essa, east of the Lake Kinnereth, which was in his view divided into two governorships, Essa and Gerasa.]
3. So that there was no intercourse between them.
4. So that Rabbah requires the declaration to be made in all cases in which Raba requires it, but not vice versa.
5. In both of which cases Rabbah requires the declaration to be made but Raba does not.
6. *Infra* 9a.

## Gittin 5a

Shall we say it refers to a deaf-mute? But can a deaf-mute be the bearer of a Get, seeing that we learn, 'All persons are qualified to be bearers of a Get except a deaf-mute, a lunatic, and a minor'? And this difficulty was solved by R. Joseph, who said that we are dealing here with a case in which he gave the woman the Get while he was still in possession of his faculties, but before he could say the formula was struck deaf and dumb. Now this conforms with the view of Raba, [does it not,] but conflicts with that of Rabbah?<sup>1</sup> —

[This Mishnah was formulated] after the rule [of 'special intention'] had become generally known. If that is the case, even if the bearer is able to repeat the formula, [what need is there for him to do so]? — This was a precaution in case there is a return of the abuse. If that is the case, even if the bearer is not able to repeat the formula [it should still be required]? — For a man to be suddenly struck dumb is an exceptional occurrence, and the Rabbis did not take precautions against such exceptional cases. [Is that so?] For a woman to be the bearer of her own Get is very exceptional, and yet we learn:<sup>2</sup> The wife can act as bearer of her own Get [to a specified *Beth Din*], and she is equally required to declare, 'In my presence it was written and in my presence it was signed'? —

The reason for this is to avoid making any distinction between bearer and bearer. If that

is so, the same rule [should apply to the] husband; why then has it been taught: If the husband brings the Get personally, he is not required to declare, 'In my presence it was written and in my presence it was signed'? — The reason why the Rabbis insisted on this declaration in the first instance was to provide against the danger of the husband coming to challenge and invalidate the Get. In this case, seeing that he brings it himself, is it conceivable that he should raise objections against it?

Come and hear: Samuel put the following question to R. Huna: If a Get is brought from foreign parts by two bearers, are they required to declare, 'In our presence it was written and in our presence it was signed', or are they not? And [R. Huna] answered that they are not required, because should they declare, 'In our presence he divorced her,' would their word not be accepted? This conforms, [does it not,] with the view of Raba and conflicts with that of Rabbah? —

This Mishnah was formulated after the rule [of 'special intention'] had become generally known. If that is so, even if there is only one bearer, [the declaration should not be required]? — This was a precaution in case there is a recurrence of the abuse. If that is so, the same precaution should be taken when there are two bearers? — For a Get to be brought by two persons is exceptional, and the Rabbis did not take precautions against exceptional cases. [Is this so?] For a woman to be the bearer of her own Get is very exceptional, and yet we learn: The wife can act as bearer of her own Get, but she is equally required to declare, 'In my presence, etc.'? —

The reason for this is to avoid making any distinction between bearer and bearer. If that is so, the same rule should apply to the husband; why then is it taught, If the husband brings the Get personally, he is not required to declare, 'In my presence, etc.'? — The reason why the Rabbis insisted on this declaration in the first instance was to

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provide against the danger of the husband coming to challenge and invalidate the Get. In this case, seeing that he brings it himself, is it conceivable that he should raise objections against it?

Come and hear: If the bearer of a Get from foreign parts gave it to the wife but did not declare, 'In my presence, etc.', if the genuineness of the signatures [attached to the Get] can be established, it is valid, and if not it is invalid. From this we deduce that the purpose of requiring this declaration is to make the process of divorce easier and not more difficult.<sup>3</sup> This conforms, [does it not,] with the opinion of Raba and conflicts with that of Rabbah? —

This Mishnah was formulated after the rule [of 'special intention'] became generally known. But you yourself have maintained that it is necessary to take precautions in case there is a recurrence of the abuse? — We are dealing here with the case where the woman has remarried.<sup>4</sup> If so, how can you say, 'From this we deduce that this requirement is intended to make the process of divorce easier and not more difficult'? The reason why we allow the validity of the Get to be established through its signatures is because she has remarried? — We must read the passage thus: '[The Get is valid if the signatures can be confirmed.] And should you think that if she has remarried we should be more strict and force [her husband] to put her away, we must bear in mind that the purpose of requiring this declaration is to make the process of divorce easier and not more difficult. The whole reason

1. [For according to Rabbah even if the signatures are authenticated it does not follow that the Get was written with 'special intention'.]
2. *Infra* 23b.
3. It saves the trouble of securing a witness to attest the signatures.
4. And her disregard of the precaution does not warrant the enforcement of a separation.

## Gittin 5b

why it is required is as a precaution against the risk of the husband coming to challenge and invalidate [the Get]. Seeing that here the [first] husband is raising no objection, shall we go out of our way to do so?'

[An identical] difference of opinion [had already been recorded] between R. Johanan and R. Joshua b. Levi,<sup>1</sup> one of whom held that the reason [for requiring the declaration] was because the Jews outside the Land of Israel were not familiar with the rule of 'special intention', and the other that it was because witnesses could not easily be found to confirm the signatures. We may conclude that it was R. Joshua b. Levi who gave the reason, 'because they are not familiar with the rule of "special intention", from the following incident.

R. Simeon b. Abba once brought a Get before R. Joshua b. Levi, and said to him: Am I required to declare, 'I was present when it was written and present when it was signed'? and he replied: You need not make the declaration. It was only required in former generations, when the rule of 'special intention' was not generally known, but not in these times when the rule is known. We may therefore conclude [that it was R. Joshua b. Levi who gave this reason]. [Was this a good ruling,] seeing that Rabbah accepts Raba's reason also, and further that, as we have said, precaution should be taken in case there is a recurrence of the abuse? — There was another man with him,<sup>2</sup> although he is not mentioned [in the passage quoted] out of respect for R. Simeon.

It has been stated: [On the question] how many persons must be present when the bearer of the Get gives it to the wife there was a difference of opinion between R. Johanan and R. Haninah, one holding that a minimum of two were required and the other a minimum of three. It may be concluded

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that it was R. Johanan who held that two were sufficient, [from the following incident]. Rabin son of R. Hisda brought a Get before R. Johanan, and the latter said to him: Go and give it to her in the presence of two persons, and say to them, 'In my presence it was written and in my presence it was signed.' We may therefore conclude [that R. Johanan held two to be sufficient]. May we assume that the point on which R. Johanan and R. Haninah diverge is that the one who held two persons to be sufficient considered the reason for requiring the declaration to be the general ignorance of the rule of 'special intention',<sup>3</sup> while the one who insisted on three considered the reason to be the difficulty of finding witnesses?<sup>4</sup> —

[Can this be so?] We have found that it is R. Joshua who assigns as the reason ignorance of the rule of 'special intention', and so it must be R. Johanan who assigns as the reason the difficulty of finding witnesses. How then can it be R. Johanan who here says that two persons are sufficient? Moreover [is it not a fact] that Rabbah also accepts Raba's reason? No. [The reason of the declaration is because] we need witnesses who should be available to validate the Get, and the point at issue here is whether it is permitted to an agent to act as a witness and a witness as a judge. The authority who says that two persons are sufficient holds that an agent may act as witness and a witness may act as judge,<sup>5</sup> whereas the one who insists on three holds that while an agent may act as witness, a witness may not act as judge.

But has it not been laid down that in the case of evidence required only by the Rabbis<sup>6</sup> [but not by the Torah] a witness may act as judge? No. The real point at issue is this, that one authority held that since a woman is qualified to bring the Get there is a danger [if only two persons are required] that we may rely upon her,<sup>7</sup> while the other held that everyone knows that a woman is not qualified [to complete a *Beth Din*], and therefore there is no danger.

It has been taught in agreement with R. Johanan: If the bearer of a Get from foreign parts gave it to the wife without declaring, 'In my presence it was written and in my presence it was signed,' if she marries again the second husband must put her away and a child born from the union is a Mamzer.<sup>8</sup> This is the opinion of R. Meir. But the Rabbis say that the child is not a Mamzer. What should be done [to rectify matters?] The bearer should take the Get back from the woman, and then present it to her in the presence of two persons, declaring at the same time, 'In my presence it was written, and in my presence it was signed.' [Are we to suppose then that] according to R. Meir, because the bearer failed [in the first instance] to make this declaration, the second husband has to put away the woman, and the child is a Mamzer? —

Yes: R. Meir in this is quite consistent; for so R. Hamnuna has told us in the name of 'Ulla, that R. Meir used to affirm: If any variation whatever is made in the procedure laid down by the Sages for writs of divorce, the second husband has to put the woman away and the child is a Mamzer.

Bar Hadaya once desired to act as bearer of a Get.<sup>9</sup> Before doing so he consulted R. Ahi, who was a supervisor of writs of divorce.<sup>10</sup> Said R. Ahi to him: You must watch the writing of every letter of the document. He then consulted R. Ammi and R. Assi, who said to him: This is not necessary, and if you think to be on the safe side, you must consider that by doing so you will be discrediting previous writs of divorce.<sup>11</sup> Rabba b. Bar Hanah once acted as bearer of a Get<sup>12</sup> of which half had been written in his presence and half not. He consulted R. Eleazar, who told him that even if only one line of it had been written with 'special intention' that was sufficient. R. Ashi said:

1. Two Amoraim of an earlier generation than Rabbah and Raba.
2. And therefore Raba's reason did not apply.
3. And therefore it is sufficient if two can testify to the delivery of the Get, after having heard

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- the bearer make, in their presence, the proper declaration.
4. And therefore we require three persons to be available (in case the husband comes and challenges the Get), since the confirmation of signatures must take place in the presence of three, constituting a kind of *Beth Din*; (v. Keth. 21b).
  5. And therefore the bearer of the Get may join with the two witnesses of the delivery to form a *Beth Din*.
  6. Under which category comes the confirmation of signatures. V. Keth. l.c.
  7. To form a third or to enable us to dispense with a third.
  8. The product of an incestuous union. V. [Glos.](#)
  9. From Babylon to Palestine.
  10. An expert officer was appointed to see that the procedure was in conformity with all the regulations. (Rashi).
  11. The bearers of which were not so particular.
  12. See p. 15 n. 4.

## Gittin 6a

Even if he only heard the scratching of the pen and the rustling of the sheet,<sup>1</sup> it is sufficient. It has been taught in agreement with R. Ashi: 'If a Get is brought from foreign parts, even if the bearer was downstairs while the scribe was upstairs, or upstairs while the scribe was downstairs, the Get is valid, or even if he was going in and out all day, the Get is valid.' [Now in the case where] he is downstairs and the scribe is upstairs [you may ask, how can this be,] seeing that the bearer cannot have seen him [while writing]?<sup>2</sup> Obviously [what is meant is] that he, for instance, heard the scratching of the pen and the rustling of the sheet.<sup>3</sup>

The Master said: 'Even if he was going in and out all day the Get is valid'. Who is referred to by 'he'? Shall I say it is the bearer? Hardly; for if the Get is valid even when he was in a different room and so did not see it at all, is there any question that it is valid when he simply was going in and out [of the same room]? [Shall I say] then it is the scribe? Surely this is self-evident. Because he leaves the room sometimes [in the middle of writing]. is that any ground for declaring the Get invalid? — It is not [so self-evident]. It is

necessary to state the case where he went out into the street and returned. You might say that another man [of the same name] has come across him and commissioned him to write a Get.<sup>4</sup> Now we know [that this objection is not maintained].

It has been stated: Babylonia has been declared by Rab to be in the same category with the Land of Israel in respect of writs of divorce, and by Samuel to be in the same category with foreign parts.<sup>5</sup> May we assume their point of divergence to be this, that one of them held the reason for requiring the declaration to be that [Jews outside the Land of Israel] are not familiar with the rule of 'special intention', so that [the Babylonians,] being familiar, [are in the same category with the Palestinians], whereas the other held the reason to be the difficulty of finding witnesses to confirm [the signatures], and the same difficulty is found [in Babylonia]? —

Can you really presume this, seeing that Rabbah also accepts Raba's reason? No. Both [Rab and Samuel] agree that the Get requires confirmation. Rab, however, is of opinion that since there are Talmudic Colleges in Babylonia witnesses can always be found,<sup>6</sup> while Samuel is of opinion that the Colleges are taken up with their studies.<sup>7</sup> It has also been stated that R. Abba said in the name of R. Huna: 'In Babylonia we have put ourselves on the same level as Eretz Israel in respect of bills of divorce from the time when Rab came to Babylon.'<sup>8</sup>

R. Jeremiah raised an objection: R. JUDAH SAYS, FOREIGN PARTS EXTEND FROM REKEM EASTWARDS, REKEM BEING INCLUDED; FROM ASKELON SOUTHWARD, ASKELON BEING INCLUDED: AND FROM ACCO NORTHWARDS, ACCO BEING INCLUDED. Now Babylon is north of Eretz Israel, as we learn from the verse of the Scripture, And the Lord said to me, Out of the north the evil shall break forth.<sup>9</sup> It is true, the Mishnah continues: R. MEIR SAYS, ACCO COUNTS AS PART OF THE

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LAND OF ISRAEL IN THE MATTER OF BILLS OF DIVORCE; but even R. Meir only excepted Acco, which is close to Eretz Israel, but not Babylon, which is remote.<sup>10</sup> — R. Jeremiah asked the question and he himself answered [by saying that] 'Babylon is an exception.

How far does Babylon extend? — R. Papa says: On this question there is the same difference of opinion in respect of bills of divorce as there is in respect of family descent.<sup>11</sup> R. Joseph, however, says that the difference of opinion exists only in respect of family descent, but in respect of bills of divorce all parties are agreed that Babylonia extends to the second boat of the [floating] bridge.<sup>12</sup> R. Hisda required [the declaration to be made by the bearer of a Get] from Ktesifon to Be-Ardashir, but not [by one who brought it] from Be-Ardashir to Ktesifon.<sup>13</sup> May we presume that he considered the reason [for requiring the declaration to be that Jews in foreign parts] are not familiar with the rule of 'special intention', and that the people of Be-Ardashir are familiar? —

How can you presume this, seeing that Rabbah accepts Raba's reason also? But in point of fact all authorities are agreed that confirmation [of the Get] is required, and the reason of R. Hisda is that as the people of Be-Ardashir go to Ktesifon to market, the inhabitants of the latter are familiar with their signatures,<sup>14</sup> but not vice versa, because the Be-Ardashir [buyers] are busy with their marketing. Rabba b. Abbuha required [the declaration to be made if the Get was brought] from one side of the street to the other; R. Shesheth if it was brought from one block [of buildings] to another; and Raba even [from one house to another] within the same block. But was it not Raba who said that the reason was because it was not easy to find witnesses to confirm the signatures? — The people of Mahuzah<sup>15</sup> are different, because they are always on the move.<sup>16</sup>

R. Hanin related the following: R. Kahana brought a Get either from Sura to Nehardea

or from Nehardea to Sura, I do not know which, and consulted Rab as to whether he was required to declare, 'In my presence it was written and in my presence it was signed.' Rab said to him: You are not required,

1. Aliter 'the sound of the pen and the paper as they were being prepared'.
2. [It is assumed that where the bearer is upstairs he can see the scribe who is working downstairs. V. Trani, who preserves a reading to this effect.]
3. And this is deemed to be sufficient.
4. And therefore the Get was not written expressly for the woman to whom the bearer is intended to take it.
5. [H] lit., 'outside the Land'.
6. As students and other people are always going from various places to the colleges.
7. And therefore the students there do not recognize the signatures.
8. In the year 219 C.E. [He founded, after his return the second time from Palestine, the school of Sura to which there flocked students from all parts. This gave an impetus to the study of the Law and made Babylonia a centre of learning for centuries (Rashi). Tosaf.: Since Rab came and insisted that Babylonia never ceased to be a centre of Torah study, since the days of the exile of Jehoiachin with the flower of Judea. V. II Kings XXIV, 14. Obermeyer. Die Landschaft Babylonien. p. 306, points out that the name 'Babylon' stands here, as in other places in the Talmud, for Sura which was in the neighborhood of the old great city, Babylon, and in contradistinction to Nehardea, where he had his former seat.]
9. Jer. I, 14.
10. [Tosaf. appeals to this question in support of its interpretation cited n. 3.]
11. The Jews of Babylonia being reputed to have preserved their racial purity more strictly than the Jews of any other part. v. Kid. 72a.
12. [Over the Euphrates north of Samosata, v. Berliner, A., Beitrage p. 21; v. also Kid. 72a.]
13. [Two neighboring places, the former on the eastern, the latter on the western bank of the Tigris. Ktesifon was the larger place of the two, and a marketing centre for the neighboring towns. V. Obermeyer *op. cit.* pp. 164ff.]
14. Because the Be-Ardashir people often buy their goods on credit against promissory notes which they leave with the Ktesifon merchants.
15. Where Raba had his seminary.
16. [To sell their merchandise which was brought along the Tigris and Euphrates and caravan

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routes to Mahuzah which was a great trading centre. V. Obermeyer *op. cit.* p. 173.]

## Gittin 6b

but if you have done so, so much the better. What [did Rab] mean by these last words? — [He meant] that if the husband came and raised objections against the Get, they would pay no attention to him;<sup>1</sup> as it has been taught: A man once brought a Get before R. Ishmael, and asked him whether he was required to declare, 'In my presence, etc. Said R. Ishmael to him: My son, from where are you? He replied: Rabbi, I am from Kefar Sisai. Whereupon R. Ishmael said to him: It is necessary for you to declare that It was written and signed in your presence, so that the woman should not require witnesses [in case the husband raises objections].

After the man left, R. Ila'i came in to R. Ishmael and said to him: Is not Kefar Sisai<sup>2</sup> within the ambit of the border-line of Eretz Israel, and is it not nearer to Sepphoris than Acco is, and does not the Mishnah tell us that R. MEIR HELD THAT ACCO COUNTS AS ERETZ ISRAEL IN MATTERS OF BILLS OF DIVORCE,<sup>3</sup> [and even the Rabbis differ from R. Meir only in regard to Acco, which is some distance away, but not in regard to Kefar Sisai which is near?]<sup>4</sup> R. Ishmael said to him: Say nothing, my son, say nothing; now that the thing has been declared permissible, let it remain so. [Why should R. Ila'i have thought otherwise], seeing that [R. Ishmael] also gave as a reason 'that the woman should not require witnesses'? — [R. Ila'i] had not been told of these concluding words.

R. Abiathar sent to R. Hisda [the following instruction:] [The bearers of] writs of divorce from there [Babylon] to here [Eretz Israel] are not required to declare, 'In my presence it was written and in my presence it was signed.' May we presume that he was of opinion that the reason for requiring the declaration is because the [Jews outside Palestine] are not familiar with the rule of

'special intention', while these [the Babylonians] are familiar? — Can you really presume this, seeing that Rabbah accepts Raba's reason? No. All agree that [the reason is] because we require someone who can confirm the signatures if necessary, and in this case, as there are always people going to and fro between Babylon and Eretz Israel, witnesses can easily be found.

Said R. Joseph: Can it be maintained that R. Abiathar is an authority who can be relied upon? [Have we not] moreover evidence to the contrary? For it was he who sent a statement to Rab Judah, [running,] 'Jews who come from there [Babylon] to here [Eretz Israel] fulfill in their own persons the words of the Scripture: They have given a boy for a harlot and sold a girl for wine and have drunk,<sup>5</sup> and he wrote the words from Scripture without ruling lines under them, although R. Isaac has said that a quotation of two words [from Scripture] may be written without lines but not of three (in a Baraitha it was taught that three may be written without lines but not four)? —

Said Abaye to him: Because a man does not know this rule of R. Isaac, is he therefore not to be counted a great scholar? If it were a rule established by logical deduction, we might think so.<sup>6</sup> But it is purely a tradition,<sup>7</sup> and it is a tradition which R. Abiathar had not heard. Nay more, R. Abiathar is the authority whose view was confirmed by his Master,<sup>8</sup> [in the following way]. Commenting on the text, And his concubine played the harlot against him,<sup>9</sup> R. Abiathar said that the Levite found a fly with her, and R. Jonathan said that he found a hair on her.

R. Abiathar soon afterwards came across Elijah and said to him: 'What is the Holy One, blessed be He, doing?' and he answered, 'He is discussing the question of the concubine in Gibe'a.' 'What does He say?' said Elijah: '[He says], My son Abiathar says So-and-so, and my son Jonathan says So-and-so,' Said R. Abiathar: 'Can there possibly be uncertainty in the mind of the Heavenly

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One?' He replied: Both [answers] are the word of the living God. He [the Levite] found a fly and excused it, he found a hair and did not excuse it. Rab Judah explained: He found a fly in his food and a hair in loco concubitus; the fly was merely disgusting, but the hair was dangerous. Some say, he found both in his food; the fly was not her fault, the hair was.

R. Hisda said: A man should never terrorize his household. The concubine of Gibeon was terrorized by her husband and she was the cause of many thousands being slaughtered in Israel. Rab Judah said in the name of Rab: If a man terrorizes his household, he will eventually commit the three sins of unchastity,<sup>10</sup> blood-shedding,<sup>11</sup> and desecration of the Sabbath.<sup>12</sup> Rabba b. Bar Hanah said: 'The three things which a man has to say to his household just before Sabbath commences, 'Have you set aside the tithe? Have you placed the 'Erub? Light the lamp,'<sup>13</sup>

1. Once the declaration was made.
2. Or Simai, identified with Kefar Sumeija, N.W. of Kefar Hananiah ('Anan); v. Kaftor wa-Ferah, p. 270, and Klein, S., Beitrage, p. 29, n. 4.
3. Hence the declaration should not be required.
4. [The bracketed sentence is not in the Tosef. Git. I. whence this passage is quoted.]
5. Joel IV, 3. [He disapproved of the practice of Babylonian students marrying before graduation and then betaking themselves to the Palestinian schools for the completion of their studies, leaving their wives and children in utter destitution. (V. Nashi and Tosaf.)]
6. As this would show R. Abiathar to be deficient in logical acumen.
7. [The whole regulation requiring Biblical passages to be underlined is based on an ancient oral tradition going back to Moses at Sinai; v. Soferim I.]
8. God Himself.
9. Judg. XIX, 2.
10. By having intercourse with his wife when she is unclean, because she is afraid to tell him.
11. Because the members of his household run away from him and meet with fatal accidents.
12. Because his wife through fear of him lights the lamp after dark.
13. V. Shah. 34a.

## Gittin 7a

should be said by him gently, so that they should obey him readily. R. Ashi said: I was never taught that rule of Rabba b. Bar Hanah, but I observed it because my own sense told me to.

R. Abbahu said: A man should never terrorize his household. For there was a certain great man who terrorized his household, and in consequence they fed him with a thing to eat which is a great sin. This was R. Hanina b. Gamaliel. Do you mean to say they actually fed him with it? Why, even the beasts of the righteous are not allowed by the Holy One, blessed be He, to offend;<sup>1</sup> how then shall the righteous themselves be allowed so to sin? — Say, they wanted to feed him. And what was it they set before him? A piece of flesh cut from an animal still living.<sup>2</sup>

Mar 'Ukba<sup>3</sup> sent for advice to R. Eleazar, saying: Certain men are annoying me, and I am able to get them into trouble with the government; shall I do so? He traced lines on which he wrote [quoting], I said, I will take heed to my ways, that I sin not with my tongue, I will keep a curb upon my mouth while the wicked is before me;<sup>4</sup> [that is,] he added, although the wicked is before me, I will keep a curb on my mouth. Mar 'Ukba again sent to him saying: They are worrying me very much, and I cannot stand them. He replied [with the quotation], Resign thyself unto the Lord, and wait patiently [Hitholel] for him;<sup>5</sup> [that is to say,] he added, wait for the Lord, and He will cast them down prostrate [Halalim] before thee; go to the Beth-Hamidrash early morning and evening and there will soon be an end of them. R. Eleazar had hardly spoken the words when Geniba<sup>6</sup> was placed in chains [for execution].<sup>7</sup>

An inquiry was once addressed to Mar 'Ukba: Where does Scripture tell us that it is forbidden [in these times] to sing [at carousals]? He sent back [the following quotation] written on lines: Rejoice not, O Israel, unto exultation like the peoples, for

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thou hast gone astray from thy God.<sup>8</sup> Should he not rather have sent the following: They shall not drink wine with music, strong drink shall be bitter to them that drink it?<sup>2</sup> — From this verse I should conclude that only musical instruments are forbidden, but not song; this I learn [from the other verse].

R. Huna b. Nathan asked R. Ashi: What is the point of the verse, Kinah and Dimonah and Adadah?<sup>10</sup> — He replied: [The text] is enumerating towns in the Land of Israel. Said the other: Do I not know that the text is enumerating towns in the Land of Israel? But I want to tell you that R. Gebihah from [Be]Argiza<sup>11</sup> learnt a lesson from these names: 'Whoever has cause for indignation [Kinah] against his neighbor and yet holds his peace [Domem], He that abides for all eternity ['Ade 'Ad] shall espouse his cause; said the other: If that is so, the verse Ziklag and Madmanah and Sansanah<sup>12</sup> should also convey a lesson? —

He replied: If R. Gebihah from [Be] Argiza were here, he would derive a lesson from it. R. Aha from Be Hozae<sup>13</sup> expounded [it as follows]: 'If a man has just cause of complaint against his neighbor for taking away his livelihood [*Za'akath Legima*] and yet holds his peace [*Domem*], He that abides in the bush [*Shokni Sneh*] will espouse his cause.

The Exilarch<sup>14</sup> said to R. Huna: On what ground is based the prohibition of garlands? — He replied: This was imposed by the Rabbis on their own authority. For so we have learnt: At the time of the invasion of Vespasian they prohibited the wearing of garlands by bridegrooms and the [beating of] drums [at weddings].<sup>15</sup> R. Huna then got up to leave the room. R. Hisda<sup>16</sup> thereupon said to him [the Exilarch]: There is scriptural warrant for it: Thus saith the Lord God, The miter shall be removed and the crown taken off this shall be no more the same; that which is low shall be exalted and that which is high abased,<sup>17</sup>

[It may be asked, he continued] what the miter has to do with the crown. It is to teach that when the miter is worn by the High priest,<sup>18</sup> ordinary persons can wear the crown,<sup>19</sup> but when the miter has been removed from the head of the High priest, the crown must be removed from the head of ordinary persons. At this point R. Huna returned, and found them still discussing the matter. He said: I swear to you that the prohibition was made by the Rabbis on their own authority, but as your name is Hisda [favor], so do your words find favor. Rabina found Mar son of R. Ashi weaving a garland for his daughter. He said to him: Sir, do you not hold with the interpretation given above of 'Remove the miter and take off the crown'? — He replied: The men [have to follow] the example of the High Priest, but not the women.

What is the meaning of the words in this passage, 'This not this'?<sup>20</sup> R. 'Awira gave the following exposition, sometimes in the name of R. Ammi and sometimes in the name of R. Assi: When God said to Israel, 'Remove the miter and take off the crown', the ministering angels said, Sovereign of the Universe, is 'this' for Israel who at Mount Sinai said 'we will do' before 'we will hear'?<sup>21</sup> Should not 'this' be for Israel, replied the Holy One, blessed be He, who have made low that which should be exalted and exalted that which should be low, and placed an image in the sanctuary?

R. 'Awira also gave the following exposition, sometimes in the name of R. Ammi and sometimes in the name of R. Assi; What is the meaning of the verse, Thus saith the Lord, though they be in full strength and likewise many, even so shall they be sheared off<sup>22</sup> and he shall cross, etc.<sup>23</sup> If a man sees that his livelihood is barely sufficient for him, he should give charity from it, and all the more so if it is plentiful.<sup>24</sup> What is the meaning of the words, 'Even so they shall be sheared and he shall cross'? — In the school of R. Ishmael it was taught: Whoever shears off part of his possessions and dispenses it in charity is

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delivered from the punishment of Gehenna. Picture two sheep crossing a river, one shorn and the other not shorn; the shorn one gets across, the unshorn one does not.

1. V. Hul. 7a. The story is told there of the ass of Phineas b. Yair which refused to touch untithed corn.
2. A piece of meat had been mislaid and the servant attempted to substitute for it flesh cut from a living animal.
3. [Mar 'Ukba II the Exilarch. On the great influence he wielded in government circles v. Funk, *Die Juden in Babylonien I* pp. 106ff. and n. 4; and Halevy. *Doroth, II*, p. 248.]
4. Ps. XXXIX, 2.
5. *Ibid.* XXXVII, 7.
6. Who was one of his antagonists.
7. [V. J. Git. VI, 5.]
8. Hos. IX, 1.
9. Isa. XXIV, 9.
10. Josh. XV, 22.
11. [Obermeyer, *op. cit.* p. 144, locates it near Be Kathil, on the Tigris, N. of Baghdad; v. B.K. (Sonc. ed.) p. 465, n. 10.]
12. *Ibid.* 31.
13. [The modern Khuzistan, province of S.W. Persia, Obermeyer, *op. cit.* p. 204ff.]
14. [Mar 'Ukba II.]
15. V. Sot. 49a.
16. He was R. Huna's disciple, and therefore did not like to answer in his presence.
17. Ezek. XXI, 31.
18. I.e., while the Temple is still standing.
19. I.e., garland.
20. E.V. 'This shall be no more the same', quoted above.
21. Thus showing their devotion to God. Ex. XXIV, 7.
22. E.V. 'cut down'.
23. E.V. 'pass away Nah. I, 12.
24. Translating, 'If they be ... and all the more.'

## Gittin 7b

And though I have afflicted thee:<sup>1</sup> Mar Zutra said: Even a poor man who himself subsists on charity should give charity. I will afflict thee no more:<sup>2</sup> R. Joseph learnt: If he does that, [Heaven] will not again inflict poverty upon him.

R. JUDAH SAYS, FROM REKEM EASTWARDS, etc. This would seem to imply that Acco is at the [extreme] north of Eretz Israel. Does not this conflict with the

following: '[Suppose a traveler] follows the road from Acco to Chezib.<sup>3</sup> Then all the country on his right, east of the road, partakes of the uncleanness of the "land of the Gentiles",<sup>4</sup> and the obligations of tithe and sabbatical year do not apply to it, save where it is definitely known to be liable.<sup>5</sup> The country on his left hand, west of the road, does not partake of the uncleanness of the "land of the Gentiles", and is subject to the rules of tithe and sabbatical year, save where [the reverse] that it is exempt, is definitely known.<sup>6</sup> Up to what point [does this hold good]? As far as Chezib. R. Ishmael the son of R. Jose says in the name of his father, As far as Lablabu.<sup>7</sup> —

Said Abaye: A narrow strip does in fact jut out [beyond Acco].<sup>8</sup> And is this important enough for the Tanna to define it so precisely?<sup>9</sup> — It is, for the Scripture also gives indications in the same way, in the following passage: And they said, Behold there is the feast of the Lord from year to year in Shiloh, which is on the north of Bethel, on the east side the highway that goeth up from Bethel to Shechem, and on the south of Lebonah;<sup>10</sup> And R. Papa pointed out, that it means 'the east side of the highway.'<sup>11</sup>

One [Baraitha] teaches: 'If a man brings a Get by boat<sup>12</sup> he is in the same category as if he brought it [from place to place] in Eretz Israel;<sup>13</sup> and another [Baraitha] teaches that he is in the same category with one who brings it [from place to place] in foreign parts.<sup>14</sup> Said R. Jeremiah: The contradiction can easily be explained: the latter view is based on the ruling of R. Judah, the former on that of the Rabbis, as we have learnt: [Plants grown in] earth from foreign parts which is carried in a boat in Eretz Israel are subject to the obligations of tithe and Sabbatical year. R. Judah says: This is the case only if the boat touches bottom, but if not, the obligations do not apply.<sup>15</sup> Abaye says that both [authorities] follow R. Judah, and there is no contradiction between them, the one<sup>16</sup> referring to a boat which does not

# GITTIN – 2a-48a

touch bottom and the other to one which does.

Said R. Ze'ira: The case of a plant pot with a hole in the bottom resting on a stand<sup>17</sup> may be variously decided according as we follow R. Judah or the Rabbis [in this case]. Said Rabba: This is open to question. Possibly R. Judah would say [that actual contact with the soil was necessary to make the plant liable to tithe] only in the case of a boat,

1. Ibid.
2. Ibid.
3. [The Biblical Achzib, between Acre and Tyre. Josh. XIX, 29.]
4. Those parts of Palestine of which the population was preponderatingly Samaritan or non-Jewish, and on which a Jew could not set foot without becoming ritually unclean. V. *Nazir*, (Sonc. ed.) p. 204, n. 1.
5. Because the territory is known to belong to Eretz Israel.
6. (V. Tosef. Oh. XVIII and J. Sheh. where the reading is reversed: '... East of the road does not partake of the uncleanness; west of the road does partake, etc.' This reading, as the Wilna Gaon points out, is to be given preference, since Acco is situated on the West of Palestine, whereas our reading assumes that it is on the Eastern border; v. also Schwarz, J. *Tebuoth ha-'Arez* (ed. Luncz) p. 8, n. 1.]
7. [Tosef. *loc. cit.* Kalabu; neither names are definitely identified; v. Neubauer p. 233, who locates the former on the outskirts of Acco, the latter east of Tyre.] This shows that the extreme northern point is Chezih or Lablabu and not Acco.
8. [Though Acco is on the extreme North, the narrow strip of territory jutting out beyond Acco leading to Chezib belongs to Eretz Israel (Rashi); Kaftor wa-Ferach p. 276, in name of Maimonides, reverses: Eretz Israel stretches to Chezib which is in the extreme north, but a strip of territory belonging to the land of the Gentiles juts out from Chezib to Acco; v. also Tosaf. Yom Tob, Sheb. VI, 1.]
9. So Nashi. Tosaf., however, renders: 'Is a road so important that the Tanna in speaking of "east" and "west" had to refer to it?' which seems to suit the context better.
10. Jud. XXI, 19.
11. [The text might be taken to mean that Shiloh is on the N.E. of Bethel; v. Strashun a.l.]
12. It is assumed that it was written on the boat in Eretz Israel waters.

13. The river being reckoned an integral part of Eretz Israel.
14. The river not being reckoned an integral part of Eretz Israel.
15. Hal. II, 2. The laws of tithing and Sabbatical year apply only to Palestinian grown products.
16. Who says that the Get is in the same category as one brought from place to place in foreign parts.
17. I.e. the question whether the plant in it is subject to tithe, seeing that it does not touch the ground.

## Gittin 8a

which is usually on the move, but in the case of a pot which is motionless it is not necessary. And again, perhaps the Rabbis would say that only in the boat [is there this obligation even if it is not touching bottom], since there is no air in between [the boat and the bottom], the water being reckoned as earth for purposes of contact, but not in the case of the pot where the air underneath breaks its contact with the earth. R. Nahman b. Isaac said: In regard to a boat on a river in Eretz Israel there is no difference of opinion between the authorities.<sup>1</sup> Where the difference arises is in the case of a boat in the open sea, as may be seen from the following: What do we reckon as Eretz Israel and what do we reckon as foreign parts? From the top<sup>2</sup> of the Mountains of Ammanon<sup>3</sup> inwards is 'Eretz Israel', and from the top of the Mountains of Ammanon outwards is 'foreign parts'. [For determining the status of] the islands in the sea, we imagine a line drawn from the Mountains of Ammanon to the Brook of Egypt.<sup>4</sup> All within the line belongs to Eretz Israel and all outside the line to foreign parts.

R. Judah, however, holds that all islands fronting the coast of Eretz Israel are reckoned as Eretz Israel, according to the verse of Scripture, And for the western border, ye shall have the Great Sea for a border; this shall be your west border.<sup>5</sup> [To determine the status of] the islands on the border line,<sup>6</sup> we imagine a line drawn [due west] from Kapluria<sup>7</sup> to the Ocean<sup>8</sup> and

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another from the Brook of Egypt to the Ocean. All within these lines belong to Eretz Israel and all outside to foreign parts. How do the Rabbis expound the superfluous words, 'and for the border'? They say it is required to [bring in] the islands.<sup>2</sup> And R. Judah? — He will rejoin that for the inclusion of the islands no special indication is required.<sup>10</sup>

**R. MEIR SAYS: ACCO IS IN THE SAME CATEGORY AS ERETZ ISRAEL, etc.** The following inquiry was propounded to R. Hiyya b. Abba: If a man sells his slave into Syria,<sup>11</sup> is he reckoned as selling him into foreign parts or not? — He replied: You have learnt it: **R. MEIR SAYS: ACCO IS IN THE SAME CATEGORY AS ERETZ ISRAEL IN RESPECT OF BILLS OF DIVORCE;** in respect of bills of divorce, that is, but not in respect of slaves. And if this is the case with Acco, how much more so with Syria, which is much further from Eretz Israel.

Our Rabbis have taught: 'In three respects Syria is in the same category as Eretz Israel and in three others in the same category as foreign parts.'

(Mnemonic: 'AB BoR ReK).<sup>12</sup>

Its earth is unclean like that of foreign parts, and to sell a slave to Syria is like selling him to foreign parts, and a Get brought from Syria is reckoned as one brought from foreign parts. [On the other hand,] it is in three respects like Eretz Israel: It is subject to the obligations of tithe and Sabbatical year like the Land of Israel, it is permissible for an Israelite to enter it in a state of ritual purity, and a field bought in Syria

1. All agreeing that a river in Eretz Israel is an integral part of the land.
2. Lit., 'Whatever slopes down.'
3. The Targum, Pseudo-Jonathan, of 'Hor the mountain', the northern boundary of Eretz Israel, Num. XXXIV, 7. [This is not to be confused with Mount Hor by the border of the land of Edom which is in the South East. Mount Ammanon is in the N.W. of Syria and

is generally identified with Mount Amanus, the modern Giaour Dagh.]

4. [Identified by Saadia with the Wady-el-Arish, twenty miles South of Gaza; v. Schwarz, *op. cit.* p. 27, and Rosenbaum-Silbermann's Rashi. Deut. p. 211.]
5. Num. XXXIV, 6.
6. I.e., due west of the coast beyond the southern and northern extremities of the border of Palestine.
7. At the northern extremity of Mount Hor. [The place is not identified. V. Neubauer, pp. 8ff. and 433.]
8. The Atlantic Ocean.
9. Immediately fronting the coast.
10. And the words 'and for the border' include the more distant islands.
11. The Biblical Aram Zoba which was conquered by David and added by him to Eretz Israel (II Sam. VIII).
12. Lit., 'Cloud, Pit, Empty'. Key-words to aid the memory made up of Hebrew initials of the rulings that follow.

## Gittin 8b

is like one bought on the outskirts of Jerusalem.<sup>1</sup>

[Our authority says that Syria] 'is subject to the obligations of tithe and Sabbatical year': [obviously] he is of opinion that the conquest of an individual<sup>2</sup> is a valid conquest.<sup>3</sup> [He further says that] 'it is permissible to enter Syria in a state of ritual purity.' How can this be, seeing that you say that its earth is unclean? — What is meant is that he may enter it in a box, chest, or portable turret, as has been taught: If one enters the land of the Gentiles in a box, chest, or portable turret, Rabbi declares him to be unclean, but R. Jose son of R. Judah does not. And even Rabbi makes this rule only for the land of the Gentiles, the soil and the air of which were proclaimed unclean by the Rabbis, but in regard to Syria they proclaimed only the soil unclean but not the air.<sup>4</sup>

[Our authority further says that] 'a field bought in Syria is like one bought on the outskirts of Jerusalem'. What rule of conduct can be based on this? — R. Shesheth Says: It means that a contract for selling it [to a Jew] can be drawn up even on Sabbath. What? On

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Sabbath? — You know the dictum of Raba, 'He tells a non-Jew to do it.' So here, he tells a non-Jew to draw up the contract. And although there is a Rabbinical prohibition<sup>5</sup> against telling a non-Jew to do things on Sabbath [which we may not do ourselves], where it was a question of furthering the [Jewish] settlement of Eretz Israel the Rabbis did not apply the prohibition.

Our Rabbis have taught: If a slave brings before the *Beth Din* his deed of manumission<sup>6</sup> in which is written, 'Your own person and my property are made over to you', he becomes [ipso facto] his own master<sup>7</sup> but not owner of the property.<sup>8</sup>

The question was propounded: [Suppose the document ran:] 'All my property is made over to you',<sup>9</sup> what is the ruling? — Abaye said: Since the document makes him his own master, it makes him owner of the property also.<sup>10</sup> Said Raba to him: I agree that he becomes his own master, because [in respect of himself his document] is on a par with the Get of a wife. But he must not become owner of the property, because [in respect of the property his Get] requires confirmation like any other document.

Abaye then corrected himself and said: Since he does not become by means of his document the owner of the property, he does not become his own master either. Said Raba to him: I agree that he should not become owner of the property, because in respect of the property [his document] requires confirmation like any other document; but he should become his own master, because [in respect of himself, his document] is on a par with the Get of a wife. The fact of the matter is, continued Raba, that both with the one [wording] and the other, he becomes his own master but not owner of the property.

Said R. Abba b. Mattana to Raba: This ruling accords with the principle laid down by R. Simeon, that a single statement may receive two diverse applications, for we have learnt: If a man assigns all his property to his

slave, the latter becomes ipso facto free, but if he excepted a piece of land, however small, he does not become free.<sup>11</sup> R. Simeon, however, holds

1. Tosef Kelim B. K. I.
2. King David, as opposed to the national conquest in the time of Joshua.
3. I.e., the land acquired becomes an integral part of Eretz Israel.
4. V. *Nazir* 55a.
5. [H]. Lit., 'rest', an occupation prohibited by the Rabbis on Sabbath and Festivals as being inconsistent with the spirit of the celebration of the day.
6. Lit., 'his Get'.
7. Because if he says, 'It was written in my presence', his word is taken and no witnesses are required to confirm the validity of the Get.
8. Because for this purpose witnesses are required to confirm the validity of the Get.
9. This is taken to include his own person since he is part of the property.
10. And we do not give the statement two diverse applications, one in respect of himself and one in respect of the property.
11. Because we say that since he excepts the land he excepts the slave also.

## Gittin 9a

that in any case the slave becomes free<sup>1</sup> unless he declares [in writing] 'All my property is left to So-and-so my slave except one ten-thousandth part thereof.'<sup>2</sup> [But can Raba then rule thus, Seeing that] R. Joseph b. Manyumi said in the name of R. Nahman: Although R. Jose commended R. Simeon, the *Halachah* follows R. Meir.<sup>3</sup> For it has been taught: When the discussion was reported to R. Jose, he applied to him [R. Meir] the Scriptural words, He shall be kissed upon the lips that giveth a right answer.<sup>4</sup>

But was this R. Nahman's opinion?<sup>5</sup> Has not R. Joseph b. Manyumi said in the name of R. Nahman: If a man lying dangerously ill assigned all his possessions to his slave and then recovered, he may retract the grant of the property but not the grant of freedom. He may retract the grant of the property because it is a gift made on a death bed.<sup>6</sup> He may not retract the grant of the freedom because the

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slave has already become known as a free man!<sup>2</sup> — In fact, said R. Ashi, [R. Nahman's reason] in the former case [where he said that in practice R. Meir was to be followed] was because the document did not expressly sever the connection between the slave and his master,<sup>8</sup> [and not because the same statement cannot receive two applications].<sup>9</sup>

**IF ITS VALIDITY IS CHALLENGED, IT MUST BE ESTABLISHED THROUGH THE SIGNATURES.** Challenged by how many? Shall I say by one person? Has not R. Johanan laid down that a challenge must come from two at least? Shall I say then two? In that case there are two on each side, and why should you give credence to one set rather than to the other? — The challenge meant is that of the husband.

**MISHNAH.** WHERE THE BEARER OF A GET FROM FOREIGN PARTS IS NOT ABLE TO DECLARE 'IN MY PRESENCE IT WAS WRITTEN AND IN MY PRESENCE IT WAS SIGNED, IF THE GET HAS BEEN SIGNED BY WITNESSES, ITS VALIDITY CAN BE ESTABLISHED THROUGH ITS SIGNATORIES. WRITS OF DIVORCE AND WRITS OF EMANCIPATION ARE SUBJECT TO THE SAME RULES WHEN TAKEN [FROM THE LAND OF ISRAEL TO FOREIGN PARTS] OR VICE VERSA,<sup>10</sup> THIS BEING ONE OF THE POINTS IN WHICH WRITS OF DIVORCE ARE ON A PAR WITH WRITS OF EMANCIPATION.

**GEMARA.** What is the meaning of the expression, 'IS NOT ABLE TO DECLARE'? Shall I say it means that the bearer is a deaf-mute? Can a deaf-mute then be the bearer of a Get, seeing that we have learnt:<sup>11</sup> 'All persons are qualified to be bearers of a Get except a deaf-mute, a lunatic, and a minor?' — R. Joseph said: Here we are dealing with a case in which he gave the woman the Get while he was still in possession of his faculties, but before he could utter the formula was struck deaf and dumb.

**WRITS OF DIVORCE AND WRITS OF EMANCIPATION, etc.** Our Rabbis taught:

'In three points writs of divorce are on a par with writs of emancipation. One is in the matter of being taken [from Eretz Israel to foreign parts] or vice versa.<sup>12</sup> [Secondly,] any document witnessed by a Cuthean<sup>13</sup> is invalid, except writs of divorce and emancipation. [Thirdly,] all documents

1. Since this seems to be the plain intention of the document.
2. Because this part may include the slave, v. B.B. 149b.
3. R. Simeon's disputant and the anonymous first Tanna of the Mishnah, that the slave should not go free.
4. Prov. XXIV, 26.
5. That we do not give two diverse applications to a single statement.
6. Which can be nullified by the dying man on recovery. v. B.B. 146b.
7. Thus R. Nahman applies the instruction diversely to the slave and to the property.
8. Since the grant of the slave's freedom was not specifically mentioned in the document, and we require such severance, because a Get of emancipation is on the same footing as a Get of divorce, which is termed in the Scripture 'a document of severance' or 'cutting off' (Deut. XXIV, 1).
9. [Seeing that R. Meir denies the slave his freedom even if the property specifically excepted was land, his view being that since the master limited the scope of this document by excluding 'some thing', whatever it may be, the Get is no longer effective as an instrument of complete severance (Rashi).]
10. Lit., or 'he who brings it'.
11. *Infra* 23a.
12. The bearer in both cases being required to declare, 'In my presence, etc.'
13. A Samaritan.

## Gittin 9b

entered in heathen courts, even if the signatures in them are those of heathens, are valid, except writs of divorce and of emancipation. According to R. Meir there are four points [the fourth being this]: If a man says, Give this Get to my wife and this writ of emancipation to my slave, he is at liberty, if he wishes, to retract from both. So says R. Meir'.<sup>1</sup> We can understand the Rabbis [specifying the number] three, [because they desired] to except the point stated by R. Meir.

## GITTIN – 2a-48a

But what did R. Meir desire to except by specifying the number [four]? —

[He desired] to except the following case which has been taught: If the witnesses are not able to sign their names, we make dents on the sheet and they fill them in with ink. Rabban Simeon b. Gamaliel says: This applies only to writs of divorce. With writs of emancipation and all other documents, if the witnesses are able to read and to sign their names, they sign, and if not, they do not sign. How does 'reading' come in here? — There is something omitted, and the passage should run thus: 'If the witnesses cannot read, the document is read to them and they then sign, and if they are unable to sign, dents are made for them.'

Are there no more points [of resemblance]? Is there not [for example this one]: 'If a man says, Give this Get to my wife and this writ of emancipation to my slave and he dies [before they were given], they should not be given after his death. If, however, he said, Give a *Maneh* to So-and-so, it should be given after his death'?<sup>2</sup> — [The passage above was] dealing only with points which do not apply to documents in general,<sup>3</sup> not with such as apply to all documents. [And this is such a point;] for Rabin sent [the following message] in the name of R. Abbahu: 'Be it known to you that R. Eleazar sent to the Diaspora<sup>4</sup> in the name of Our Master<sup>5</sup> the following instruction: If a dying man said, Write down and give a *Maneh* to So-and-so, and then died, his words are not committed to writing nor is the gift made, since perhaps he intended only to make the gift through the instrumentality of the document, and a document does not confer possession after the death [of the author].'<sup>6</sup>

But is there not the point of 'special intention' [in which writs of divorce and of emancipation are on a par]? For Rabbah, indeed, this raises no difficulty, since it is identical with the point of bringing to and from [Eretz Israel],<sup>7</sup> but for Raba it does raise a difficulty. And again, whether we

accept Rabbah's view or Raba's, there is the law of Mehubar?<sup>8</sup> — [The passage above] reckoned only the flaws laid down by the Rabbis<sup>9</sup> [on their own authority], not those deriving from the Torah. But [the fact of originating in] a Gentile court is a flaw [in the Get] according to the Torah, and yet this point is also reckoned above? —

[We are dealing there with the case where there are] witnesses to the delivery [of the document], and the passage follows the opinion of R. Eleazar, who said that it is the witnesses to the delivery [of the Get] who really make it effective.<sup>10</sup> [Is that so?] It says later in the passage:<sup>11</sup> R. Simeon says that these also [writs of divorce signed by non-Jews] are valid; and [commenting on this] R. Zera said that R. Simeon was here following the view of R. Eleazar, who said that the witnesses to the delivery [of the Get] make it effective; from which we gather that the first Tanna<sup>12</sup> was not [of this opinion]?<sup>13</sup>

1. V. *infra* 11b.
2. V. *infra* 13a.
3. I.e., where the points of resemblance are limited to writs of divorce or emancipation.
4. [Heb. Golah denoting, at that time, Nehardea; v. B.B. (Sonc. ed.) p. 571, n. 7.]
5. Rab.
6. V. B.B. 152a. Just as in the case of writs of divorce and emancipation.
7. Since according to Rabbah the declaration was required only because of the general ignorance of the rule regarding 'special intention'.
8. Lit., 'attached (to the soil)', viz., that both the writ of emancipation and the writ of divorce must be written on something not attached to the soil.
9. [The requirement of the declaration 'in my presence it was written, etc.' is Rabbinical and so is the disqualification of a Samaritan for evidence purposes in case of other documents likewise only Rabbinical.]
10. Lit., 'who cut asunder'. And therefore the fact of its originating in a heathen court is a flaw only according to the Rabbis and, not the Torah.
11. In the Mishnah dealing with documents drawn up in heathen courts, *infra* 10b.
12. In that Mishnah who says that these are not valid.

# GITTIN – 2a-48a

13. That the witnesses to delivery make the Get effective, and therefore a non-Jewish signature is a flaw according to the Torah.

## Gittin 10a

Where he and the first Tanna differed was in the case where the names are obviously heathen.<sup>1</sup> But what of the point about retracting, which [invalidates the Get even] according to the Torah, and yet is reckoned in this passage? — The proper answer [to the original question] is that only those points are reckoned which did not apply to betrothals, but not such as are found in connection with betrothals also.<sup>2</sup> But this very point of retracting applies to betrothals also?<sup>3</sup> — We are dealing here with a case where the whole commission is to be carried out without the consent of the recipient; this is possible in the case of divorces but not of betrothals.

**MISHNAH.** NO DOCUMENT ATTESTED BY THE SIGNATURE OF A CUTHEAN<sup>4</sup> IS VALID,<sup>5</sup> UNLESS IT IS A WRIT OF DIVORCE OR A WRIT OF EMANCIPATION. IT IS RELATED THAT A WRIT OF DIVORCE WAS ONCE BROUGHT BEFORE RABBAN GAMALIEL AT KEFAR 'UTHNAI<sup>6</sup> AND ITS WITNESSES WERE CUTHEANS, AND HE DECLARED IT VALID.

**GEMARA.** Who is [the Tanna] of our Mishnah? For it cannot be either the first Tanna, or R. Eleazar or Rabban Simeon ben Gamaliel [in the following Baraitha]: For it has been taught: 'It is permissible to eat [on Passover] unleavened bread made by a Cuthean, and the eating of such bread satisfies the requirement of the Passover.'<sup>7</sup> R. Eleazar forbids [the eating of such bread], because [the Samaritans] are not familiar with the minutiae of the precepts. Rabban Simeon b. Gamaliel says that in all the precepts which the Cutheans do observe they are much more particular than the Jews themselves.'

Whom now does our Mishnah follow? Shall I say the first Tanna? In that case other

documents also should be valid [if attested by a Cuthean]. Shall I say R. Eleazar? In that case a writ of divorce should also be invalid. Shall I say Rabban Simeon b. Gamaliel? In that case, if they observe [the regulations of documents], then other documents attested by them should also be valid, and if they do not observe [these regulations], then even a writ of divorce attested by them should not be valid. And should you reply that in fact Rabban Simeon b. Gamaliel is the authority and that our Mishnah holds that the Cutheans observe the regulations concerning writs of divorce and emancipation but not concerning other documents — in that case why [does the Mishnah] speak of one [Cuthean witness only]? [The Get should be equally valid] even if there were two;<sup>8</sup> and if that were so, why has R. Eleazar said [that a Get of this kind] has been declared valid only if there is not more than one Cuthean signature to it? — The authority followed by our Mishnah is in fact R. Eleazar, and it speaks of the case where an Israelite signs last,<sup>9</sup>

1. R. Simeon holding that no danger can arise from this of heathens also being asked to witness the delivery of the Get, while the Rabbis held that there was such a danger.
2. [The law of 'special intention' and in regard to Mehubar applies to writs of betrothals equally with writs of divorce, whereas the declaration, 'In my presence it was written, etc.' is limited to Get as explained *supra* 2b-3a. Similarly the validity of the signature of a Samaritan witness is limited to Get (v. *infra* 10b); nor would the Rabbis invalidate a writ of betrothal originating in a heathen court, provided Jewish witnesses were present at the delivery.]
3. I.e., if a man gives a written agreement of betrothal to a bearer, he can withdraw it so long as it has not been delivered.
4. Samaritan.
5. Because they were looked upon as untruthful.
6. [Identified with Kefr Kud (Capar Cotani) on the border of Galilee and Samaria. V. Klein, *Beitrage* p. 29, n. 2.]
7. That the unleavened bread eaten on the first night should be expressly prepared for it in accordance with the words, And ye shall watch the unleavened bread (Ex. XII, 17).
8. I.e., if both witnesses were Samaritan and neither an Israelite.

# GITTIN – 2a-48a

9. After the Samaritan.

## Gittin 10b

for we assume in that case that if the Cuthean were not a Haber,<sup>1</sup> the Israelite would not let him sign before him. In that case, why are not other documents also valid? Consequently the truth is that we say, 'he left room for someone senior to himself.'<sup>2</sup> But if that be so cannot we say here too that he left room for someone senior to himself? — Said R. Papa: This proves that the witnesses to a Get do not sign save in one another's presence.<sup>3</sup> What is the reason for this? — R. Ashi says that it is to prevent any infringement of the rule concerning 'all of you'.<sup>4</sup>

The text above [states]: 'R. Eleazar said [that a Get of this kind] has been declared valid only if there is not more than one Cuthean signature to it.' What does he teach us by this statement? Has not the Mishnah already told us that NO DOCUMENT ATTESTED BY THE SIGNATURE OF A SAMARITAN, etc.? — If I had only the Mishnah to go by, I should say that even with two [Cuthean signatures the Get is valid], and that the reason why one [only is mentioned] is to show that other documents are rendered invalid even by one Samaritan signature; hence [R. Eleazar's statement] is necessary.

But [is a Get] with two [Cuthean signatures] invalid? Does not the Mishnah say: IT IS RELATED THAT A WRIT OF DIVORCE WAS BROUGHT BEFORE RABBAN GAMALIEL [AT KEFAR 'UTHNAI] AND ITS WITNESSES WERE CUTHEANS, AND HE DECLARED IT VALID? — Abaye says: Read 'its witness Raba says: It is quite correct that there were two, and the fact is that Rabban Gamaliel differs [from the first authority], and there is an omission [in the Mishnah, which should] read as follows: 'Rabban Gamaliel declares [a Get] valid with two [Cuthean signatures], and it is actually related that a Get was brought before Rabban Gamaliel at Kefar 'Uthnai and its

witnesses were Cutheans and he declared it valid.'

*MISHNAH.* ALL DOCUMENTS WHICH ARE ACCEPTED IN HEATHEN COURTS,<sup>5</sup> EVEN IF THEY THAT SIGNED THEM WERE GENTILES, ARE VALID [FOR JEWISH COURTS] EXCEPT WRITS OF DIVORCE AND OF EMANCIPATION. R. SIMEON SAYS: THESE ALSO ARE VALID; THEY WERE ONLY PRONOUNCED [TO BE INVALID] WHEN DRAWN UP BY UNAUTHORISED PERSONS.

*GEMARA.* [Our Mishnah] lays down a comprehensive rule in which no distinction is made between a sale and a gift. We can understand that the rule should apply to a sale, because the purchaser acquires the object of sale from the moment when he hands over the money in their<sup>6</sup> presence, and the document is a mere corroboration; for if he did not hand over the money in their presence, they would not take the risk<sup>7</sup> of drawing up a document of sale for him. But with a gift [it is different]. Through what [does the recipient] obtain possession? Through this document, [is it not]? And this document is a mere piece of clay?<sup>8</sup> — Said Samuel: The law of the Government is law.<sup>9</sup> Or if you prefer, I can reply: Instead of 'except writs of divorce' in the Mishnah, read, 'except [documents] like writs of divorce.'<sup>10</sup>

R. SIMEON SAYS: THESE ALSO ARE VALID, etc. How can this be, seeing that to heathens the act of 'severance'<sup>11</sup> is not applicable? — Said R. Zera: R. Simeon here accepts the view of R. Eleazar, who said that the separation is actually effected by the witnesses to the delivery [of the document]. But has not R. Abba said that R. Eleazar used to admit [that a Get] which in itself contained a flaw was invalid?<sup>12</sup> — We are dealing here

1. V. Glos. In which case R. Eleazar's objection does not apply.

# GITTIN – 2a-48a

2. The Jew signed first below thinking that another Jew would sign above, but the lender got the signature of a Samaritan instead.
3. So that it is impossible for us to say that the husband brought a Samaritan to sign without the knowledge of the Jewish witness.
4. That if he said to ten persons, 'All of you write', one writes and all the rest sign in one another's presence, otherwise the Get is not valid; *infra*, 66b.
5. [H], [G], 'office' 'registry'.
6. The non-Jewish judges'.
7. Lit., 'do injury to themselves (to their reputation)'.
8. Assuming a deed originating in a non-Jewish court does not constitute an instrument of acquisition, why should the deed be deemed valid?
9. V. B.B. (Sonc. ed.) p. 222, n. 6.
10. I.e., all which in themselves make the transaction effective, such as the record of a gift.
11. Lit., 'cutting', Deut. XXIV, 1.
12. And the signature of witnesses who are not competent to sign would be counted by R. Eleazar as a flaw because it might give the impression that these were competent as witnesses to the delivery.

## Gittin 11a

with signatures which are obviously those of heathens.<sup>1</sup> Can you give some examples of names which are obviously those of heathens? — Said R. Papa: For instance, Hannez and Abudina, Bar Shibthai, Bar Kidri, Batti and Nakim and Una. What then if the signatures are not obviously those of heathens? [The document, you will say,] is invalid? If so, instead of going on to say, 'THEY WERE ONLY PRONOUNCED TO BE INVALID WHEN DRAWN UP BY UNAUTHORISED PERSONS, R. Simeon should draw a distinction between [the signatures] themselves, and should continue thus: 'when I say [they are valid, I mean] when the names are obviously [heathen], but otherwise they are invalid!' —

This in fact is what he does mean, viz.: 'When I say [they are valid I mean] when the names are obviously [heathen], but where they are not so, the document is on a par with one drawn up by unauthorized persons and is

invalid.' Or if you like I can reply that the last clause [of the Mishnah] refers to monetary documents, and the meaning is as follows: 'Monetary documents were not pronounced to be invalid save when they were drawn up by unauthorized persons.' It has been taught: R. Eleazar said in the name of R. Jose: Thus did R. Simeon say to the Rabbis in Sidon: R. Akiba and the Sages were agreed in reference to all documents entered in heathen courts that even if those that signed them were heathens they are valid, including also writs of divorce and of emancipation. They differed only in the case where they were drawn up by unauthorized persons, R. Akiba declaring all such documents to be valid and the Sages declaring them all invalid, save only writs of divorce and of emancipation.

Rabban Simeon b. Gamaliel says that these too are valid only in places where Jews are not allowed to sign documents,<sup>2</sup> but where Jews are allowed to sign documents they are not valid. Why does not Rabban Simeon b. Gamaliel declare them invalid even in places where Jews are allowed to sign, for fear lest they should come to be deemed valid even in places where they are not? — Names may be confused but not places. Rabina had a mind to declare valid a document which had been drawn up in a gathering<sup>3</sup> of Arameans. Said Rafram to him: 'We learnt [distinctly] "COURTS".'

Raba said:<sup>4</sup> A document drawn up in Persian which has been handed over in the presence of Jewish witnesses is sufficient warrant for recovering from property on which there is no previous lien. But the witnesses to the transfer cannot read it? — We speak of the case where they can. But we require writing which cannot be erased? — We speak of a case where the sheet has been dressed with gall-nut juice.<sup>5</sup> But we require the rule [to be observed] that the gist of the document must be summarized in the last line?<sup>6</sup> — We speak of a case where this has been done. If so, why not recover from mortgaged property also?

# GITTIN – 2a-48a

— [The contents of a document of this kind] do not become generally known.<sup>2</sup>

Resh Lakish put the following question to R. Johanan:

1. In which case there is no danger that their witnessing to the Get would create a wrong impression as to their competence.
2. Where there is no danger that the witnesses who signed the Get will be deemed competent to attest delivery.
3. I.e., not an official body.
4. V. *infra* 19b.
5. So that the ink cannot be erased.
6. E.g., 'I have received from So-and-so all the sums mentioned above'. This was not the custom with Persian documents.
7. Lit., 'it has no voice'. Since there are no Jewish witnesses to the deed to give publicity to the transaction, thus keeping off prospective buyers from the property; v. *infra* 19b. And therefore the creditor from the first never expected to recover from such property.

## Gittin 11b

'If a Get<sup>1</sup> is attested by witnesses with heathen names, how do we proceed?' — He replied: 'The only [heathen names] that have come before us in this way were Lucus and Lus, and in both cases we declared [the Get] valid.<sup>2</sup> This ruling applies strictly to names like Lucus and Lus<sup>3</sup> which are never borne by Israelites, but not to heathen names which are also borne by Israelites.<sup>4</sup> He [thereupon] raised an objection [from the following]: 'Writs of divorce brought from foreign parts and attested by signatures, even if the names are like those of heathens, are valid, because most Jews in foreign parts bear heathen names!<sup>5</sup> — There the reason is as given, because most Jews in foreign parts bear heathen names.<sup>6</sup> According to another version, Resh Lakish put the question to R. Johanan on the lines of the Baraitha [just quoted],<sup>7</sup> and he answered him by quoting [the second] clause of the Baraitha.<sup>8</sup>

**MISHNAH.** IF A MAN SAYS: GIVE THIS WRIT OF DIVORCE TO MY WIFE AND THIS BILL OF EMANCIPATION TO MY SLAVE, HE IS AT LIBERTY IF HE PLEASES TO

COUNTERMAND BOTH INSTRUCTIONS.<sup>9</sup> THIS IS THE RULING OF R. MEIR. THE SAGES, HOWEVER, SAY THAT HE MAY COUNTERMAND IN THE CASE OF THE GET BUT NOT IN THAT OF THE WRIT OF EMANCIPATION, ON THE PRINCIPLE THAT A BENEFIT MAY BE CONFERRED ON A MAN IN HIS ABSENCE BUT A DISABILITY MAY BE IMPOSED ON HIM ONLY IN HIS PRESENCE; FOR IF HE DOES NOT WANT TO MAINTAIN HIS SLAVE HE IS NOT BOUND TO DO SO,<sup>10</sup> BUT IF HE DOES NOT WANT TO GIVE MAINTENANCE TO HIS WIFE HE IS STILL BOUND TO DO SO. SAID R. MEIR TO THEM: DOES HE NOT DISQUALIFY HIS SLAVE FROM EATING THE PRIESTLY HEAVE-OFFERING [BY EMANCIPAT<sup>10</sup> NG HIM] IN THE SAME WAY AS HE DISQUALIFIES HIS WIFE [BY DIVORCING HER]?<sup>11</sup> — THEY REPLIED: [THE SLAVE IS DISQUALIFIED] BECAUSE HE IS THE PRIEST'S PROPERTY.

**GEMARA.** R. Huna<sup>12</sup> and R. Isaac b. Joseph were sitting [studying] before R. Jeremiah whilst R. Jeremiah was sitting and dozing, when R. Huna remarked that we learn from the ruling of the Rabbis [in our Mishnah] that if a man seizes the goods [of a third party] on behalf of a creditor, he acquires [them].<sup>13</sup> Said R. Isaac b. Joseph to him: Even if by doing so he causes loss to others?<sup>14</sup> — He replied: Yes. At this point R. Jeremiah woke up [and overheard them]. He said: Youngsters, this is what R. Johanan said: If a man seizes goods on behalf of a creditor when by so doing he causes loss to others, he does not acquire. If you ask [how this can be reconciled with] our Mishnah,<sup>15</sup> [the answer is that] for a man to say 'give' is equivalent to saying 'acquire on behalf of'.

R. Hisda says: [The case of the man] who seizes goods on behalf of a creditor and by so doing causes loss to others admits of the same difference of opinion as we find between R. Eliezer and the Rabbis. For we learnt:<sup>16</sup> If a man garners the corner [of his field], and said: This is for such-and-such a poor man, he acquires it on his behalf. The Sages, however, say that he must give it to the first

# GITTIN – 2a-48a

poor man that comes along. Said Amemar (others say it was R. Papa):

1. Coming from Palestine.
2. I.e., I relied upon the witnesses to delivery.
3. Lucius and Gaius (Jast.).
4. Because in that case the witnesses, even if Gentiles, might be presumed to be competent.
5. This apparently contradicts R. Johanan.
6. Hence it is safe to presume that the witness with a Gentile name is a Jew, but this is not the case in Palestine.
7. Viz., 'What is the rule about writs of divorce brought from foreign parts with heathen signatures.'
8. Viz., 'they are valid, etc.'
9. Because this is a disability for both of them, and the agent does not become possessed of the bills, on the principle that 'a disability may not be inflicted on a man save in his presence.'
10. Hence emancipation involves no disability for the slave.
11. Vid. Lev. XXII, 11; Num. XVIII, 11. So that emancipation does involve a disability for the slave even as divorce for the wife.
12. Tosaf. points out that this is not the R. Huna usually mentioned in the Talmud, who was much senior to R. Jeremiah.
13. For the creditor and the owner cannot recover from him any more than he can withdraw the bill of emancipation from the agent.
14. I.e., if the man had other creditors also.
15. Which seems to say that he does become legal possessor.
16. For notes v. B.M. (Sonc. ed.) p. 49 ff.

## Gittin 12a

Perhaps the two cases are not on all fours. R. Eliezer's reason there [for allowing the owner of the field to acquire on behalf of the poor man] may be only because if he desires he can declare his field public property and so become himself a poor man and entitled to [the gleanings], and since he can acquire it for himself [we concede that] he can acquire it for his fellow; whereas [this reasoning] does not apply to our present case. And the Rabbis' reason in the case of the poor man may be only that in the text it is written thou shalt not glean, for the poor man,<sup>1</sup> 'thou shalt not glean for the poor man', but here they would not [apply the same principle]. What lesson then does R. Eliezer derive from these

words, 'thou shalt not glean, for the poor'? — He sees in them an admonition to a poor man [who himself owns a field] in regard to his own gleanings.<sup>2</sup>

**FOR IF HE CHOOSES NOT TO MAINTAIN HIS SLAVE, etc.** We understand from this, [do we not,] that a master can say to his slave: Work for me but I will not support you! — [No!] Here we deal with the case in which the master says: Keep what you can earn as the equivalent of your maintenance. Similarly in the case of the woman<sup>3</sup> we likewise must suppose that the husband says to her: Keep what you can earn as the equivalent of your maintenance. [But if this is so] why, in the case of the wife should he not [be permitted to refuse to maintain her]? — Because she cannot earn enough [for her keep]. But a slave too may not be able to earn enough for his keep? — If a slave's [work] is not worth the food he eats, what do his master and mistress want him for!

**Come and hear:** If a slave has fled to one of the cities of refuge,<sup>4</sup> his master is under no obligation to support him; and moreover whatever he earns belongs to his master. We understand from this, do we not, that a master can say to a slave, 'Work for me, but I will not support you'? — We are dealing here with the case in which the master said to him, 'You may keep what you earn as the equivalent of your maintenance'. In that case why does it say that what he earns belongs to the master? —

This applies to what he earns over and above his keep. There is surely no need to tell us that? — [There is, because otherwise] you might think that, since the master does not give him anything when he does not earn, he should not take anything from him when he does earn; but now you know [that this is not so]. But why should this rule apply specially to cities of refuge? — I might think [that cities of refuge are an exception],<sup>5</sup> because the words 'that he might live' [used in connection with them<sup>6</sup> are interpreted to mean that] special provision must be made

## GITTIN – 2a-48a

[for one who is exiled there]; but now I know [that they are no exception].<sup>7</sup>

But now look at the continuation [of the passage quoted]: But if a woman is exiled to a city of refuge, her husband is under obligation to maintain her. Obviously this speaks of a case where the husband did not say to her, ['You may keep your earnings, etc.'], because if he did, why should he have to support her? And since that is the case here, then we presume that the first part of the passage also deals with the case in which the master did not say to the slave, ['Keep your earnings', etc.]?<sup>8</sup> — No. [The cases considered are those in which the master or husband] did say so, and the reason In the case of the wife<sup>9</sup> is because she cannot keep herself. But look at the further continuation [of the passage]: If he says to her, I allow you to keep your earnings in place of your maintenance, he is within his rights.

This shows, does it not, that the preceding clause deals with the case where he did not say so? — We interpret [the last clause] thus: If she can earn sufficient [for a living] and he said to her: Keep your earnings in place of your maintenance, he is within his rights. What is the point of bringing in the case where she can earn sufficient [for a living]? — You might think that even so she should not go about to earn a living because, as Scripture says, the honor of the king's daughter [i.e. the Jewish woman] lies in her privacy;<sup>10</sup> but now you know [that this is not so].

May we say that the same difference of opinion is found between the Tannaim [mentioned in the following passage]? [For it was taught:] Rabban Simeon b. Gamaliel says: A slave can say to his master in a year of scarcity, 'Either maintain me or let me go free'; whereas the Sages say that the master can do as he pleases. Shall we say that the point at issue between them is this, that the one authority holds that a master can say to his slave, 'Work for me but I will not support you', and the other holds that he cannot? —

Do you really think so? In that case why does it say, 'either maintain me or let me go free'? It should say, 'either maintain me or let me keep my earnings in place of my maintenance'. And besides, why should the rule apply specially to years of scarcity? The fact is that the case put is one in which the master has said to the slave, 'Keep your earnings as the equivalent of your maintenance',<sup>11</sup> and in a year of scarcity he cannot earn enough. [In that case] Rabban Simeon b. Gamaliel holds that the slave can say to the master, 'Either maintain me or let me go free, so that people may see me and have pity on me', whereas the Rabbis hold the view that those who pity free men pity also slaves.<sup>12</sup>

Come and hear: Rab said: If a man dedicates to the Sanctuary<sup>13</sup> the hands of his slave, that slave may borrow money, eat, work and repay [his loan with his earnings].<sup>14</sup> We may conclude from this, [may we not,] that the master can say to the slave, 'Work for me, but I will not maintain you'? — [No.] The case contemplated here is one in which the master provides the slave with his keep. If so, why

1. Lev. XXIII, 22. [They join 'for the poor man' with 'Thou shalt not glean on the principle of Siddur She-Nehelak, mentioned in the Mishnah of H. Eliezer b. Jose the Galilean, that a context which has been disrupted by a disjunctive accent is reconnected for exegetical purposes.]
2. He must leave gleanings in his own field.
3. Mentioned in our Mishnah.
4. Having killed someone by accident.
5. To the rule that the master may take the slave's earnings.
6. Deut. IV. 42.
7. In respect of allowing the slave the excess of his earnings over and above his keep.
8. Which proves that a master can say to a slave 'work for me but I will not support you'.
9. That the husband has still to keep her.
10. Ps. XLV, 14.
11. And both authorities hold that the master may not say, 'Work for me, etc.'
12. And therefore there is no need to let him go free.
13. Lit., 'sanctifies'; cf. Lev. XXVII.
14. Cf. p. 44, nn. 1-2.

# GITTIN – 2a-48a

## Gittin 12b

does he borrow for his food? — He borrows for extras. But the Sanctuary can say to him, 'Just as you could do without extras hitherto, so you can do without extras now'? — The Sanctuary itself prefers this, so that its slave should be in good condition. You say that he works and pays from his earnings. How can he do this, seeing that every penny as he earns it becomes sanctified?<sup>1</sup> — [He keeps on paying his earnings] before they amount to a *Perutah*.<sup>2</sup> This view [that Rab's dictum refers to the case where the master provides the slave's keep] is borne out by this other dictum of Rab: If a man sanctifies the hands of his slave, that same slave can go on working for his keep, for if he does not work, who will look after him?

If you say that the first dictum refers to the case where the master provides [the slave's keep], and that in consequence a master is not at liberty [to say to his slave, 'Work for me, but I shall not maintain you'], and that the latter dictum refers to a case where he does not provide for him, all is plain; but if you say that the first dictum refers to the case where the master does not provide the slave's keep, and [so we rule that] he can say [to the slave, 'You must work for me, etc.'], what is the sense of saying [in the second dictum], 'if he does not work who will look after him?' Let anyone who will look after him!<sup>3</sup> We conclude therefore that the ruling is that a master cannot say [to his slave, 'Work for me, but I shall not support you.']

Come and hear: R. Johanan says that if a man cuts off the hand of another man's slave, he must make good to his master his 'loss of time'<sup>4</sup> and the cost of his medical attendance, and the slave must live on charity. We understand from this,<sup>5</sup> [do we not,] that the master can say to the slave, 'Work for me, but I shall not maintain you'? — No. Here we are dealing with a case in which the master does provide the slave's keep. If that is so, why [does it say that] he must live on charity? —

This refers to extras. If that is so, it should say not 'live on' but 'be supported by'? We therefore conclude that the master can say [to the slave, 'You must work for me, etc.']. This proves it.

The Master said: 'He must make good to his master "loss of time" and the cost of his medical attendance'. [What need is there to tell me this in] the case of the 'loss of time', which is obvious? — The 'loss of time' is mentioned because the medical costs [had to be mentioned]. Surely the medical costs go to the slave, for he needs them for his cure? — This must be stated in view of a case where it was calculated that he requires five days [treatment] and by the application of a painful remedy he was cured in three. You might think that in this case [the whole of the estimated medical cost goes to the slave since] the extra pain is his; but now know [that it does not].

It has been taught R. Eliezer said: We said to R. Meir, Is it not a benefit for the slave to obtain his liberty? — He replied, It is a disability for him, since if he was the slave of a priest he can no longer eat of the *Terumah*. We said to him: If the priest chooses not to give him his keep, is he not at liberty to do so?<sup>6</sup> — He replied: If the slave of a priest runs away, or if the wife of a priest flouts her husband,<sup>7</sup> they can still eat of the *Terumah*, but this one cannot. For a woman, however, certainly it is a disadvantage [to be divorced] since she becomes disqualified to eat the *Terumah* [if she was married to a priest] and forfeits her maintenance [in any case].<sup>8</sup>

What did they mean by their question and what was the point of [R. Meir's] remark, [If a priest's slave runs away, etc.]? — What he said in effect was this: 'You have refuted me in the matter of maintenance,<sup>9</sup> but what answer can you give in the matter of the *Terumah*? For if you should say that, if the master likes, he can throw the writ of emancipation to the slave and so disqualify him [and therefore giving the writ to a bearer is not a disadvantage to the slave], [I answer

# GITTIN – 2a-48a

that] the slave can [prevent this by] leaving him and running away.<sup>10</sup>

1. I.e., as the property of the Sanctuary, it must not be touched by outsiders.
2. Because a sum less than a *Perutah* cannot become sanctified.
3. As much as to say: Let him starve!
4. V. Ex. XXI, 19 and B.K. 83b.
5. From the fact that the master takes the money he is capable of earning even in his maimed condition, while he is living on charity.
6. And what does he lose therefore by being emancipated?
7. I.e., refuses him his conjugal rights.
8. Tosef. Git. I.
9. I.e., I admit that the slave does not necessarily lose maintenance by being emancipated.
10. And as he is still a priest's slave, he can still eat the priestly dues.

## Gittin 13a

Seeing then that a priest's slave who runs away and a priest's wife who flouts her husband can still eat of the *Terumah* while this one [who is emancipated] cannot, [is it not a disadvantage to him to be emancipated]? This was a good rejoinder, [was it not]? — Said Raba: That is the point of the answer of the Rabbis [recorded] in the Mishnah, 'BECAUSE HE IS HIS PROPERTY,' [by which they meant to say] that if the master wants he can take four *Zuz* from a non-priestly Israelite [as the price of the slave], and so disqualify him wherever he is.

Let us grant that R. Meir has made out his case with regard to the slave of a priest; how does he make it out with regard to the slave of an ordinary Israelite? — Said R. Samuel son of R. Isaac: [Emancipation is a disadvantage to the slave] because it disqualifies him from marrying a Gentile bondwoman. [On the contrary it is a benefit] because it qualifies him to marry a free woman? — A slave prefers a common woman; she allows him to take liberties, she is at his beck and call, she is not coy with him.

**MISHNAH.** IF A MAN SAYS, GIVE THIS GET TO MY WIFE, THIS DEED OF EMANCIPATION TO MY SLAVE, AND DIES [BEFORE THEY ARE GIVEN], THEY ARE NOT TO BE GIVEN AFTER HIS DEATH. [IF HE SAID], GIVE A *MANEH* TO SO-AND-SO AND DIED, THE MONEY SHOULD BE GIVEN AFTER HIS DEATH.

**GEMARA.** R. Isaac b. Samuel b. Martha said in the name of Rab: [This money is] only [to be given] if it has actually been put aside in a special place.<sup>1</sup> With what case are we dealing here? Shall I say the man was in health [when he gave the instruction]? What difference does it make that the money is available, seeing that the recipient has not yet performed the act of 'pulling'?<sup>2</sup> And if he was on his death bed, why must the money have been put on one side? Even if it has not been put on one side, it is to be given, because the instruction of a man on his death bed has the same force as a written document formally handed over!<sup>3</sup>

R. Zebid said: We are in fact [dealing here] with the case of a man in health, and [our Mishnah is] in agreement with [the following dictum enunciated by] R. Huna in the name of Rab: [If a man says], You owe me a *Maneh*, give it to So-and-so, [if he said this] in the presence of the third party,<sup>4</sup> [the last named] becomes legally entitled to it.<sup>5</sup> R. Papa said that we are indeed dealing here with the case of a man on his death bed, and [the Mishnah is] in agreement with another dictum of Rab, Viz.: 'If a man on his death bed says, Give a *Maneh* to So-and-so out of my belongings, if he said, give this *Maneh*, it is to be given, but if he said simply a *Maneh* it is not to be given, because perhaps he was thinking of a buried *Maneh*. The law is, however, that we do not suspect that anything is buried. Why did not R. Papa take the same view as R. Zebid? —

1. Lit., 'heaped up in a corner'.
2. *Meshikah*, v. [Glos.](#) Until this has been performed, the donor can retract, as also his heir.

# GITTIN – 2a-48a

3. V. B.B. 151a.
4. Lit., 'in the presence of these three'.
5. [V. B.B. (Sonc. ed.) p. 616, nn. 15-16. This principle known as Ma'amad Shlashtan which provides for the transfer of claims to a third party is assumed by R. Zebid to apply only to deposits because they are considered to be in the legal possession of the owner wherever they may be at the time. Similarly in the Mishnah it is necessary for the money to be specially set aside.]

## Gittin 13b

R. Papa was of opinion that Rab's dictum was meant to apply equally whether [the sum in question was] a loan<sup>1</sup> or a deposit. Why did not R. Zebid adopt the view of R. Papa? — Because [the language of] the Mishnah is not consistent with [the theory that it speaks of a man on his death bed].

How do we make this out? — Because it says: IF A MAN SAYS, GIVE THIS GET TO MY WIFE AND THIS DEED OF EMANCIPATION TO MY SLAVE, AND DIES BEFORE THEY WERE GIVEN, THEY ARE NOT TO BE GIVEN AFTER HIS DEATH. The reason is that he died; had he continued alive, they would have been given. And the reason why we say this<sup>2</sup> is that he said 'Give' [and not merely 'write']; had he not said 'give', they would not have to be given,<sup>3</sup> whereas in the case of a man on his death bed, although he did not use the word 'give', [the Get] is still to be given, as we learn [from the following Mishnah]: 'At first it was laid down that if a man was being led out in fetters [to execution] and said, "Write a Get for my wife", [the Get] was to be written and delivered. Later they laid down that the same rule applied to one who was leaving for a sea journey or joining a caravan [across the desert]. R. Simeon Shezuri said: It also applies to a man lying dangerously ill.'<sup>4</sup> To this R. Ashi demurred: How do we know, he said, that our Mishnah adopts the View of R. Simeon Shezuri? Perhaps it adopts the view of the Rabbis.<sup>5</sup>

The text above stated: 'R. Huna said in the name of Rab: If a man says, You owe me a

*Maneh*, give it to So-and-so, [if he said this] in the presence of the third party, [the last-named] becomes legally entitled to it.' [Commenting on this,] Raba said, This dictum of Rab appears to be sound where [the money in question] is a deposit but not where it is a loan.<sup>6</sup> But, by God! Rab said that it applies even where it is a loan. It has also been stated that Samuel said in the name of Levi: If a man says. You owe me some money, give it to So-and-so, [if he said so] in the presence of the third party. [the last-named] becomes the legal owner.

What is the reason? — Amemar said: [The borrower in such case] is regarded as having pledged himself at the time of borrowing the money to repay it either to the lender or to anyone coming on his behalf. Said R. Ashi to Amemar: But on your showing, if the lender transferred the debt to children who had not yet been born when the loan was made, they would not acquire possession?<sup>7</sup> For even according to R. Meir, who said that it is possible to transfer possession of things that do not yet exist,<sup>8</sup> [the transference must be] to something that is existing, not to something that does not yet exist: The truth is, said R. Ashi,

1. [Though it cannot be regarded as being in the possession of the creditor, since the debtor is entitled to spend it. Consequently where a transfer is made by means of Ma'amad Shlashtan there would be no need for the money in question to be specially set aside.]
2. That they would have to be given if he continued alive.
3. Even had he lived.
4. V. *infra* 65b.
5. And therefore in the case of the dying man also the rule applies only in the case where he said 'give'.
6. V. *supra* p. 47. nn. 2 and 3.
7. Because the borrower could not be considered to have pledged himself to repay them.
8. E.g., fruit that will grow on a tree hereafter, v. B.M. 33b.

## Gittin 14a

that for the sake of the benefit which the borrower derives from the difference [in time

## GITTIN – 2a-48a

of payment] between the old debt and the new one, he willingly pledges himself to the new creditor.<sup>1</sup> Said Huna Mar the son of R. Nehemiah to R. Ashi: If that is so, what of people like those from the house of Bar Eliashib, who force their debtors to pay at once? Do they not acquire possession in such a case as this?<sup>2</sup> And if you say they do, then you apply different standards to different people? — The truth is, said Mar Zutra, that there are three laws which the Rabbis have laid down arbitrarily without [giving] a reason. One is this one. A second is the one laid down by Rab Judah in the name of Samuel: If a [dying] man assigns in writing all his property to his wife, he only makes her a trustee for it.<sup>3</sup> The third is the one laid down by R. Hananiah: If a man celebrates the marriage of his son who is over age in a special house, the son becomes the owner of the house.<sup>4</sup>

Rab once said to R. Aha Bardala: You have a Kab of saffron of mine, give it to So-and-so, and I am telling you in his presence that I do not mean to change my mind. Are we to understand from this that if he had desired to change his mind he could have done so? — What Rab meant was that instructions such as these<sup>5</sup> cannot be retracted. But this has already been laid down by Rab, since R. Huna said in the name of Rab: If a man says to another, You have a *Maneh* of mine in your possession, give it to So-and-so, if he says this in the presence of the third party, [the latter] becomes legal owner? — If I had only that dictum to go by, I should suppose that this rule applies only to a big gift, but that for a small one it is not necessary for the third party to be present: now I know [that this is not so].

Some market gardeners [who were in partnership] once squared accounts with one another, and found that one had five staters<sup>6</sup> too much. Said the others to him in the presence of the owner of the land, 'Give it to the owner of the land',<sup>7</sup> and they duly acquired' from him.<sup>8</sup> Afterwards he reckoned up by himself, and found that he

had nothing over. He went to consult R. Nahman. Said [the latter] to him: What can I do for you? For one thing, there is the rule laid down by R. Huna in the name of Rab,<sup>9</sup> and for another thing, they<sup>10</sup> duly 'acquired' from you. Said Raba to him: Does this man say. I am unwilling to pay? What he pleads is, I do not owe the money. Whereupon R. Nahman said: If so, possession has been transferred in error, and in such a case the money must always be returned.

It has been stated: If a man says to another, 'Take to So-and-so the *Maneh* which I owe him', Rab says. he continues to be responsible for it, and he is not at liberty to retract the commission, whereas Samuel says that since he is still responsible he is at liberty to retract. May we presume that the point at issue between them is this, that one authority<sup>11</sup> was of opinion that 'take' is equivalent to 'accept on behalf of',<sup>12</sup> and the other<sup>13</sup> was of opinion that 'take' is not equivalent to 'accept on behalf of'? — No. Both are agreed that 'take' is equivalent to 'accept on behalf of', and the point at issue is this, that one was of opinion that we make one ruing<sup>14</sup> because of another,<sup>15</sup> and the other was of opinion that we do not.

It has been taught in agreement with Rab:<sup>16</sup> If a man says to another, Take to So-and-so the *Maneh* which I owe him, give So-and-so the *Maneh* which I owe him, take to So-and-so the *Maneh* which he has given me in trust, give So-and-so the *Maneh* which he has given me in trust, he remains responsible for the money, yet if he wishes to retract the commission he is not at liberty to do so.

Why should he not be able to retract in the case of trust money, on the plea that [the depositor] does not desire his money to be in the hand of another [party]? — R. Zera answered: We assume that [the sender in this case] is known as a man who denies [his obligations].<sup>17</sup> R. Shesheth had some money owing to him in Mahuza for some cloaks [which he had sold there]. He said to R. Joseph b. Hama [who was going there]:

# GITTIN – 2a-48a

When you come back from there, bring the money with you. [R. Joseph] went [to them] and they gave him the money. They said to him: 'Give us a quittance'.<sup>18</sup> At first he said, 'yes', but afterwards he excused himself. When he returned, R. Shesheth said to him: You acted quite rightly,<sup>19</sup> not to make yourself a borrower [who] is the slave of the lender.<sup>20</sup> According to another version he said to him: You acted quite rightly: 'a borrower is the slave of the lender.'<sup>21</sup>

R. Ahi the son of R. Josiah had a silver cup<sup>22</sup> in Nehardea.

1. Even if the latter had not yet been born at the time of the loan.
2. If the debt is transferred to them.
3. And not absolute owner.
4. For fuller notes v. B.B. (Sonc. ed.) pp. 616 ff.
5. Made in the presence of the third party.
6. A silver stater = half a *Zuz*.
7. [Trani adds: for ground-tax.]
8. [So Trani. That is, they made him obligate himself by means of a *Kinyan* (v. [Glos.](#)) to carry out his undertaking; cur. edd. 'he' is evidently an error.]
9. [That a transfer of claims made in the presence of the third party takes immediate effect.]
10. [So cur. edd.]
11. Nab.
12. For this reason he may not retract, though he still continues to be responsible, as the creditor did not give him the permission to entrust the money to the bearer.
13. Samuel.
14. That he is at liberty to retract: lit., 'that we say since'.
15. That he is still responsible.
16. Tosef. Git. I.
17. And therefore the recipient is satisfied that the money should be in the hands of the hearer.
18. Lit., 'let us obtain a *Kinyan* from you', relieving us of all further responsibility.
19. In refusing to assume responsibility.
20. Prov. XXII, 7.
21. I.e., my debtors are still under obligation to me.
22. [[G], v. Krauss. TA. II, 415.]

## Gittin 14b

He said to R. Doseithai the son of R. Jannai and to R. Jose b. Kifar [who were going

there]: When you come back from there, bring it with you. They went and got it [from the people who had it]. They said to them: 'Give us a quittance'. They said, 'No'. 'Then give it back', they said. R. Doseithai the son of R. Jannai was willing, but R. Jose b. Kifar refused. They gave him a thrashing,<sup>1</sup> and said to R. Doseithai: 'See what your friend<sup>2</sup> is doing'. He replied: 'Thrash him well'.<sup>3</sup> When they returned to R. Ahi, R. Jose said: 'Look, sir, not only did he not assist me, but he said to them, "Thrash him well". 'He said to R. Doseithai: 'Why did you do so?'

He replied: 'Those people are like posts, and their hats as long as themselves.<sup>4</sup> Their voice comes from their boots,<sup>5</sup> and their names are outlandish — Arda and Arta and Pili Baris.<sup>6</sup> If they give the order to arrest, you are arrested; to kill, you are killed. If they had killed [poor] Doseithai, who would have given Jannai my father a son like me?' 'Have these men', he asked, 'influence with the Government?' 'Yes', he replied. 'Have they a retinue [mounted on] horses and mules?'<sup>7</sup> 'Yes'. 'If that is so', he said, 'you acted rightly'.

If a man said to another, Take a *Maneh* to So-and-so, and he went and looked for him, but did not find him [alive], one [Baraita] teaches he must return the money to the sender, and another [Baraita] teaches he must give it to the heirs of the man to whom it was sent. Shall we say that the point at issue [between the two authorities] is that one is of opinion that 'take' is equivalent to accept on behalf of', and the other that it is not? —

Said R. Abba b. Memel: No. Both are agreed that 'take' is not equivalent to accept on behalf of', and there is no difference of opinion between them, as the one speaks of a sender who is in health and the other of one who is on a death bed.<sup>8</sup> R. Zebid said: Both speak of a sender who is on a death bed, but the one [has in mind the case] where the recipient is alive at the time when the money was given [to the bearer], and the other [the case] where he was not alive at the time. R.

# GITTIN – 2a-48a

Papa says: Both speak of a case where the sender was in health,<sup>2</sup> but the one [had in mind the case] where the recipient died while the sender was still alive,<sup>10</sup> and the other [the case] where the sender died<sup>11</sup> while the recipient was still alive.<sup>12</sup>

May we assert that the question whether 'take' is equivalent to 'accept on behalf of' is one on which there was a difference of opinion among the Tannaim, as it has been taught: [If a man said to another,] Take a *Maneh* to So-and-so, and he went and looked for him and did not find him [alive], he must return the money to the sender. If the sender has also died meanwhile, R. Nathan and R. Jacob say that he should return it to the heirs of the sender; or as some say, to the heirs of the person to whom the money was sent; R. Judah the Prince said in the name of R. Jacob, who said it in the name of R. Meir, that it is a religious duty to carry out the wishes of the deceased: The Sages say that the money should be divided: while here [in Babylon]<sup>13</sup> they say that the bearer should use his own discretion. R. Simeon the Prince said: I had to deal with a case of this kind, and it was decided that the money should be returned to the heirs of the sender.

May we regard the point at issue here as being this, that the first Tanna was of opinion that 'take' is not equivalent to 'accept on behalf of', and that R. Nathan and R. Jacob were of the same opinion and also held that even where the sender has died in the meanwhile we do not in this case say that it is a religious duty to carry out the wishes of the deceased; that the 'some' [authorities] held that 'take' is equivalent to 'accept on behalf of'; that R. Judah the Prince speaking in the name of R. Jacob who again spoke in the name of R. Meir held that 'take' is not equivalent to 'accept on behalf of', only where the sender has died [in the meanwhile] we do say that it is a religious duty to carry out his wishes; that the Sages who say they should divide are in doubt [as to which principle to adopt], while here [in Babylon, other authorities] think that the bearer can

best estimate for himself; and as for R. Simeon the Prince, he simply desired to give an illustration? —

No. If the sender is in health, all authorities are agreed [that 'take' is not equivalent to 'accept on behalf of']. Here, however, we are dealing [with the case] where [the sender is] on a death bed, and the dispute here is analogous to the dispute between R. Eleazar and the Rabbis. For we learnt: If a man divides his property among his heirs by word of mouth, R. Eleazar says that whether he is in health or dangerously ill, immovable property can be transferred to the new owners only by money payment, by document, or by act of possession, and movable property only by 'pulling', whereas the Sages say that transference of ownership is effected in both cases by his mere word of mouth. Said [the Sages] to him: There is the case of the mother of the sons of Rokek who was ill and said, Let my brooch be given

1. Lit., 'they vexed him'.
2. Lit., 'the master'.
3. Al. 'He deserves his thrashing'.
4. Lit., 'they are a cubit and their hats are a cubit'.
5. Lit., 'they speak from their middles'.
6. [On this passage. and for an attempt to explain the names mentioned, v. Rappaport, Kerem Chemed VII p. 199.]
7. Lit., 'have they horses and mules running before them'.
8. Whose verbal instructions have the character of a written deposition. v. *supra* 15a.
9. And his verbal instructions have not the force of a written deposition.
10. And it goes back to the sender.
11. (At which point the gift takes immediate effect because the carrying out of the wishes of the dead is deemed a religious obligation.)
12. And the money now goes to the heirs of the recipient.
13. [This is quoted by Chajes in support of Sherira's view in his Epistle that Babylon was a centre of Torah studies from the earliest days, ever since the first deportation of Jews in 596 B.C.E. V. *supra* p. 17, n. 3 and Halevy, Doroth II, pp. 82ff.]

# GITTIN – 2a-48a

## Gittin 15a

## CHAPTER II

to my daughter, it is worth twelve *Maneh*; and then she died and the Sages carried out her instruction? He replied: The sons of Rokel — may their mother bury them!<sup>1</sup> The first Tanna [in our passage] holds with R. Eleazar,<sup>2</sup> and R. Nathan and R. Jacob also hold with R. Eleazar, [so much so] that although the owner dies, we do not say that it is a religious duty to carry out his wishes. 'Some' [authorities] hold with the Rabbis. R. Judah speaking in the name of R. Jacob who himself spoke in the name of R. Meir held with R. Eleazar, only where the sender had died in the meanwhile he applied the principle of carrying out the wishes of the deceased. The Sages said the money should be divided, because they were in doubt. 'Here' [in Babylon] they said that the bearer could best estimate for himself, while R. Simeon the Prince merely desired to give an illustration.

A question was asked in the *Beth Hamidrash*: Was R. Simeon the Prince really a prince,<sup>3</sup> or did he speak in the name of the Prince? — Come and hear: R. Joseph said that the *Halachah* follows the ruling of R. Simeon the Prince. But the question still remains whether he was a Prince or only spoke in the name of a Prince? — Let it stand over.

The text above says: R. Jose said that the *Halachah* follows the ruling of R. Simeon the Prince. But is it not an established rule that the words of a man on his death bed have the same force as if they were written and delivered? [R. Joseph] understands [the Baraitha] to be speaking of the case [where the sender was] in good health. But R. Simeon said it should be returned 'to the heirs of the sender'. though all are agreed it is a fixed rule that it is a religious duty to carry out the instructions of the deceased? — Read: 'returned to the sender'.

**MISHNAH.** IF THE BEARER OF A GET FROM 'FOREIGN PARTS' DECLARES: 'IT WAS WRITTEN IN MY PRESENCE BUT NOT SIGNED IN MY PRESENCE', [OR]. 'IT WAS SIGNED IN MY PRESENCE BUT NOT WRITTEN IN MY PRESENCE', [OR] 'THE WHOLE OF IT WAS WRITTEN IN MY PRESENCE BUT ONLY ONE OF THE WITNESSES SIGNED IN MY PRESENCE',<sup>4</sup> [OR] 'ONLY HALF WAS WRITTEN IN MY PRESENCE THOUGH BOTH WITNESSES<sup>5</sup> SIGNED IN MY PRESENCE' — IN ALL THESE CASES THE GET IS INVALID.<sup>6</sup> IF ONE [PERSON] DECLARES 'IT WAS WRITTEN IN MY PRESENCE AND ANOTHER SAYS, 'IT WAS SIGNED IN MY PRESENCE. THE GET IS INVALID. IF TWO [PERSONS] DECLARE, 'IT WAS WRITTEN IN OUR PRESENCE AND ANOTHER SAYS, 'IT WAS SIGNED IN MY PRESENCE', IT IS INVALID: R. JUDAH, HOWEVER, DECLARES IT VALID. IF ONE DECLARES, 'IT WAS WRITTEN IN MY PRESENCE' AND TWO SAY, 'IT WAS SIGNED IN OUR PRESENCE', IT IS VALID.

**GEMARA.** Why this repetition? Is it not all included in what we have already learnt: The bearer of a Get from 'foreign parts' is required to declare, 'In my presence it was written and in my presence it was signed'?<sup>7</sup> — If I had only that to go by, I might think that [though] he is required [to make this declaration], yet if he omitted [to do so the Get is still] valid. Now I know that [this is not the case].

**ONLY HALF OF IT WAS WRITTEN IN MY PRESENCE THOUGH BOTH WITNESSES SIGNED IN MY PRESENCE.** Which half is referred to? If you say the first half, what of the dictum of R. Eleazar, that if only one line<sup>8</sup> is written with special reference to the woman for whom it is intended, the rest requires no such ['special intention']? — R. Ashi therefore said that the second half is meant.

# GITTIN – 2a-48a

THE WHOLE WAS WRITTEN IN MY PRESENCE BUT ONLY ONE WITNESS SIGNED IN MY PRESENCE. R. Hisda said: Even if two other persons attest the signature of the second witness, the Get is still invalid. What is the reason for this? — In regard to both signatures alike<sup>2</sup> we must either insist on confirmation<sup>10</sup> or follow the regulation of the Rabbis.<sup>11</sup> Raba demurred strongly to this [reasoning]. Is there anything, he said, which is declared valid on the word of one witness<sup>12</sup> and invalid on the word of two? No, said Raba; what we must say is that even

1. As much as to say, they are men of such bad character that their name is not fit to be mentioned in the *Beth Hamidrash*, and they do not form a precedent. For fuller notes v. B.B. (Sonc. ed.) p. 679.
2. Who makes no distinction between a man in health or dying, while 'take' is not treated as 'accept on behalf'.
3. *Nasi*, the title of the officially recognized head of the Jewish community in Palestine under the Roman Empire, corresponding to the Resh Galutha in Babylonia. [The name of Simeon the 'Prince' does not occur elsewhere, hence the question whether his designation was 'the Prince' or whether the words 'in the name of the Prince' are omitted from the text. For a similar omission cf. B.K. 39b, 1, v. Tosaf.]
4. Lit., 'half of it was signed in my presence'.
5. Lit., 'the whole of it was signed'.
6. The rule being that it must all be written and signed by two witnesses in his presence.
7. Which implies that it was completely written and completely signed in his presence. (Rashi).
8. Viz., the line containing the name of the man and of his wife and the date.
9. Lit., 'the whole of it'.
10. By the attestation of two witnesses. V. *supra* 2b.
11. Which requires a declaration from the bearer.
12. Viz, the bearer, whose word is taken if he says that he recognizes the signature of the witness; *supra* 3a.

## Gittin 15b

if the bearer and another person confirm the signature of the second witness,<sup>1</sup> [the Get] is invalid,<sup>2</sup> because this might be taken as a precedent for the attestation of other

documents, and in this way three-quarters<sup>3</sup> of a sum in dispute might be assigned on the word of one witness.<sup>4</sup> R. Ashi strongly demurred to this [reasoning]. Is there anything, he said, which if stated by one persons is valid, but becomes invalid if another joins with him? No, said R. Ashi, what we have to say is that even if the bearer Says. 'I myself am the second witness', [the Get] is invalid, because in regard to both signatures alike we must either insist on confirmation or follow the regulation of the Rabbis.

We learnt: [IF HE DECLARES.] 'THE WHOLE WAS WRITTEN IN MY PRESENCE BUT ONLY ONE WITNESS SIGNED IN MY PRESENCE', THE GET IS INVALID. What now about the other witness? Do we presume that there is no-one who attests his signature? That cannot be; for even where one [person declares] IT WAS WRITTEN IN MY PRESENCE' AND ANOTHER SAYS 'IT WAS SIGNED IN MY PRESENCE', in which case one testifies to the whole of the writing and the other to the whole of the signing [ — even in that case the Get] is invalid; how much more so then if only half [of the signing is attested]?

No; this shows that the proper explanation is either that of Raba or of R. Ashi, and that R. Hisda's is to be excluded.<sup>5</sup> And R. Hisda? — He can rejoin: On your theory,<sup>6</sup> what need is there to specify the case of 'in my presence it was written but not signed' [etc.]? Obviously the Mishnah was giving first a weaker and then a stronger instance;<sup>7</sup> so here, the Mishnah gives first a weaker and then a stronger instance.<sup>8</sup>

R. Hisda said: An embankment five handbreadths deep and a fence [on it] five handbreadths high are not reckoned together [to form a single partition of ten handbreadths];<sup>2</sup> the whole of the ten must be contained either in the embankment or in the fence. Meremar, however, in an exposition, [taught] that an embankment of five handbreadths and a fence on it of five

# GITTIN – 2a-48a

handbreadths are reckoned together; and the law is that they are reckoned together.

**Ilfa inquired:** Can the hands be half clean and half unclean, or can they not be? How is this question to be understood? Does it mean that two persons wash their hands from a Revi'ith?<sup>10</sup> Regarding this we have already learnt that a Revi'ith is sufficient for washing the hands of one [person] and even of two.<sup>11</sup> Is the case then that he washes one hand at a time? In regard to this too we have learnt<sup>12</sup> that if a man washes one hand by pouring water over it and the other by dipping [it in a river] the hands are clean. Is it then that he washes a half of his hand at a time? Regarding this it has been laid down in the school of R. Jannai that the hands cannot be made clean by halves. — The question may still be asked in regard to the case where the water is still dripping [from one hand<sup>13</sup> when he washes the second]. And suppose the water is dripping, what does it matter? Have we not learnt:

1. I.e., declare that they know this to be his signature.
2. In spite of the fact that if the bearer testifies alone, it is valid.
3. Lit., 'deducting a fourth'.
4. If a document is brought into court signed by two witnesses, A and B, of whom B is dead, and if A together with a third party attests the signature of B, then if money were to be awarded on the strength of that document, three-quarters of it would be awarded on the evidence of the one witness A, which is against the rule, as each witness must be responsible for a half, v. Keth. 21b.
5. The Mishnah quoted above ('if he says the whole was written in my presence but only one witness signed in my presence') has just been shown to be superfluous, and we are therefore entitled to infer some lesson from it. That inference, however, should be restricted to a minimum, and therefore the opinions of Raba and R. Ashi are preferable to that of R. Hisda.
6. That an apparent superfluity must be made the basis of some lesson.
7. Lit., 'not only this (but) also this'. I.e., first 'in my presence it was not signed (at all)', and then 'in my presence only one witness signed', the first case being contained in the second.

8. First where one attests the writing and the other the signatures, and then where one signature is left unattested.
9. So as to enclose a space which can be considered as 'private domain' for the purposes of transportation on Sabbath.
10. A quarter of a *log*, about 1 1/2 eggs; the minimum required for the ritual washing of the hands before meals.
11. Naz. 382. Yad. I, 2.
12. Yad. II, 1.
13. So that it is possible still to regard the hands as being washed together.

## Gittin 16a

'A jet of water [from a jug] or water flowing down a slope, or dripping water, does not form a connection so as to make [the water] unclean<sup>1</sup> or clean?<sup>2</sup> — The question is still required for the case where the dripping is considerable.<sup>3</sup> But regarding this also we have been taught that where the dripping is considerable, it does form a connection. — Perhaps this dictum refers only to a Mikweh,<sup>4</sup> and follows the opinion of R. Judah: For we learnt: 'If a Mikweh contains exactly forty Se'ahs of water and two persons bathe in it, if they both are in the water together they are both clean, but if one enters after the other has left, the first is clean but the second not'.<sup>5</sup> R. Judah said that if the feet of the first were still touching the water [when the second entered], the second is also clean.<sup>6</sup>

**R. Jeremiah said:** It has been laid down that if a person plunges the greater part of his body in water drawn [through a pipe],<sup>7</sup> or if three logs of such water are poured over the greater part of the body of a clean person, he is unclean.<sup>8</sup> R. Jeremiah then propounded: Suppose he plunges half of his [body into such water] and three logs of it fall on the other half, is he unclean? This question was left unanswered. R. Papa said: It has been laid down that if a sick person had a seminal emission and nine Kabs of water are thrown over him, he is clean. R. papa then asked: If he dips half his [body in water] and [water is] thrown over the other half, is he clean? This question was also left unanswered.

# GITTIN – 2a-48a

**IF ONE DECLARES, 'IT WAS WRITTEN IN MY PRESENCE AND THE OTHER, etc.'**

**R. Samuel b. Judah said in the name of R. Johanan: This rule applies only to the case where the Get was not brought by both as joint bearers, but if it is brought by both of them**

1. I.e., if water is falling or dripping from a receptacle containing 'clean' water into one containing 'unclean' it does not thereby communicate the uncleanness of the lower to the upper.
2. [I.e., if a Mikweh has less than 40 Se'ahs, water dripping from another Mikweh it cannot make up the deficiency; but v. Tosaf. s.v. [H.]
3. Lit., 'enough to make wet'.
4. V. [Glos.](#) And not to the washing of the hands.
5. [Because the first had taken away some water on the body and thus rendered the Mikweh deficient from the minimum of 40 Se'ahs.]
6. [On the principle, [H] (lit., 'stretch and bring down') whereby a partition is supposed to be prolonged so as to reach down to the ground. Similarly here the first man is treated as forming part of the partition of the Mikweh reaching down to the Mikweh proper. This principle may be adopted even if that of [H] 'connection' is not.]
7. Or any vessels. And not flowing in directly without any artificial intermediary.
8. For eating *Terumah*. V. Shab. 14a.

## Gittin 16b

it is valid. We conclude that he was of opinion that if a Get was brought by two bearers from 'foreign parts', they are not required to declare 'In our presence it was written and in our presence it was signed.'<sup>1</sup> Said Abaye to him: Taking this view [as correct], let us look at the clause which follows: **IF TWO SAY, 'IT WAS WRITTEN IN OUR PRESENCE', AND ONE SAYS, 'IT WAS SIGNED IN MY PRESENCE', IT IS INVALID; R. JUDAH, HOWEVER, DECLARES IT TO BE VALID.** The reason, you say, why the Rabbis declare it invalid is because it was not brought by both of them as bearers.

Are we to suppose then that if both of them did act as bearers, the Rabbis hold the Get to be valid? — He replied: That is so. In the

case then where both do not act as bearers of the Get, what is the ground of the difference [between R. Judah and the Rabbis]? — One authority [the Rabbis] held that there is a risk of the procedure [in the case of a Get] being taken as an example for allowing one witness to confirm [signatures] of documents in general, and the other held that there is no such danger.

Another version [of the above passage is as follows]. R. Samuel b. Judah said in the name of R. Johanan: Even if both witnesses have acted as bearers of the Get, it is invalid. We conclude that he was of opinion that if two persons act as joint bearers of a Get from 'foreign parts', they are required to declare, 'In our presence it was written and in our presence it was signed'. Said Abaye to him: Accepting this view [as correct], let us look at the next clause: **IF TWO SAY, 'IT WAS WRITTEN IN OUR PRESENCE, AND ONE SAYS, 'IT WAS SIGNED IN MY PRESENCE', IT IS INVALID. R. JUDAH, HOWEVER, DECLARES IT VALID.** Then the Rabbis declare it invalid even if both have acted as bearers? — He replied: That is so.

What is the point at issue between R. Judah and the Rabbis? — One authority [the Rabbis] was of opinion that the reason why the declaration is required is because [the Jews outside Palestine] are not familiar with the rule of 'special intention',<sup>2</sup> and the other [R. Judah], because witnesses cannot easily be found to attest the signatures.<sup>3</sup>

May we infer from this that the dispute between Rabbah and Raba goes back to the Tannaim? — No. Raba adopts the first version of the passage just quoted.<sup>4</sup> Rabbah, [adopting the second], can maintain that both authorities require the declaration on account of the rule of 'special intention', and here we are dealing with the period when this had become generally known, and the point at issue between R. Judah and the Rabbis is whether there is a danger of a reversion to the former ignorance, one [the Rabbis] holding that there was such a danger and it

# GITTIN – 2a-48a

was necessary to take precautions against it, and the other that it was not.

But according to this, R. Judah should join issue in the first clause<sup>5</sup> also? — This is in fact the case, as has been stated: 'Ulla said that R. Judah differed from the Rabbis in the first case also. R. Oshiah raised an objection to 'Ulla. [It has been taught:] R. Judah declares [the Get] valid in this case, and not in the other.

Does he not mean by this, [he said,] to except the case where one says 'It was written in my presence' and one says 'it was signed in my presence'? — No. He means to except the case where one says, 'It was signed in my presence but not written in my presence'. I might think that since R. Judah does not think it necessary to guard against the danger of a recurrence of the ignorance,<sup>6</sup> so also he does not think it necessary to guard against the danger of confusing writs of divorce with other documents through allowing confirmation by one witness.<sup>7</sup> Now I know [that this is not the case]. It has also been stated:<sup>8</sup> Rab Judah said: In the matter of a Get which is brought by two bearers from 'foreign parts', we find a difference of opinion between R. Judah and the Rabbis.

Rabbah b. Bar Hanah was once ill, and Rab Judah and Rabbah went to inquire how he was. While with him, they put to him the question: If two bearers' bring a Get from 'foreign parts', are they required to declare, 'In our presence it was written and in our presence it was signed', or are they not required? — He replied: They are not required. For if they were to say, 'In our presence he divorced her', would we not take their word? At this point a Gueber<sup>9</sup> came in

1. Since the reason for this declaration (which is because there may not be witnesses available to attest the signatures, v. *supra* 2b) does not apply where there are two bearers.
2. And therefore where there are two bearers, they must make the whole declaration.
3. And therefore two bearers are not required.

4. According to which two bearers are not required.
5. If one says that it was written in his presence and one that it was signed in his presence. Since the bearers are two and he does not fear the reversion to their former ignorance.
6. By declaring the Get invalid if one declares that he has seen it written and one that he has seen it signed.
7. If one witness is allowed to confirm the signature to the Get.
8. In support of the second version of R. Johanan.
9. A member of the fanatical sect of fire-worshippers who became powerful in the Persian Empire in the fourth century.

## Gittin 17a

and took away their lamp;<sup>1</sup> whereupon Rabbah b. Bar Hanah ejaculated: 'O All Merciful One! either in Thy shadow or in the shadow of the son of Esau!'<sup>2</sup> This is as much as to say, [is it not,] that the Romans are better than the Persians? How does this square with what R. Hiyyah taught: 'What is the point of the verse, God understood her way and he knew her place?'<sup>3</sup> It means that the Holy One, blessed be He, knew that Israel would not be able to endure the persecution of the Romans, so he drove them to Babylon?'<sup>4</sup> — There is no contradiction. One dictum refers to the period before the Guebers came to Babylon, the other to the period subsequent to their coming.<sup>5</sup>

IF ONE SAYS, IT WAS WRITTEN IN MY PRESENCE' AND TWO SAY IT WAS SIGNED IN OUR PRESENCE, IT IS VALID. R. Ammi said in the name of Johanan: This applies only to the case in which the Get is produced by the witness to the writing [as bearer]. since in that case there is the equivalent of two witnesses<sup>6</sup> to the writing and two to the signing. If, however, it is produced by the witnesses to the signing [as bearers], [the Get] is invalid. This would show, [would it not,] that he is of opinion that if two [bearers] bring a Get from 'foreign parts', they are required to declare, 'It was written in our presence and signed in our presence'?

# GITTIN – 2a-48a

Said R. Assi to him: Accepting this view, look at the preceding clause: IF TWO SAY, 'IT WAS WRITTEN IN OUR PRESENCE' AND ONE SAYS, 'IT WAS SIGNED IN MY PRESENCE', IT IS INVALID: R. JUDAH, HOWEVER, DECLARES IT VALID. Do the Rabbis declare it invalid even if the Get is produced by both [as bearers]? — He replied: That is so. At another time R. Assi found R. Ammi poring [over the Mishnah] and saying that even if the Get [is produced] by the witnesses to the signing [as bearers],<sup>2</sup> it is valid. This seemed to show that he was of opinion that if two [bearers jointly] brought a Get from foreign parts, they are not required to declare, 'It was written in our presence and signed in our presence'.

Said R. Assi to him: If that is so, what of the preceding clause: IF TWO SAY, 'IT WAS WRITTEN IN OUR PRESENCE' AND ONE SAYS, 'IT WAS SIGNED IN MY PRESENCE', THE GET IS INVALID; R. JUDAH, HOWEVER, DECLARES IT VALID. The reason why the Rabbis declare it invalid is because the Get is not produced by both [as bearers]. If then it is produced by both [as bearers], do the Rabbis declare it valid? — He replied: That is so. But, said R. Assi, at another time you told me differently? — He said: This is a peg which cannot be dislodged.<sup>8</sup>

**MISHNAH.** IF [A GET WAS] WRITTEN BY DAY AND SIGNED ON THE [SAME] DAY, WRITTEN BY NIGHT AND SIGNED ON THE [SAME] NIGHT, WRITTEN BY NIGHT AND SIGNED ON THE DAY [FOLLOWING],<sup>9</sup> IT IS VALID. IF IT WAS WRITTEN BY DAY AND SIGNED ON THE NIGHT [FOLLOWING],<sup>10</sup> IT IS INVALID. R. SIMEON, HOWEVER, DECLARES IT VALID, SINCE R. SIMEON USED TO SAY THAT ALL DOCUMENTS WRITTEN BY DAY AND SIGNED ON THE [FOLLOWING] NIGHT ARE INVALID EXCEPT BILLS OF DIVORCE.

**GEMARA.** It has been stated: Why did [the Rabbis] ordain that bills of divorce should be dated? — R. Johanan says: Lest [the

husband] might shield his sister's daughter:<sup>11</sup> Resh Lakish said: So that he should not sell the increment of his wife's property.<sup>12</sup> Why did Resh Lakish not give the reason that R. Johanan gave? — He might argue

1. Because it was some Gueber festival on which the lighting of fire was forbidden.
2. I.e., the Roman Empire.
3. Job XXVIII, 23.
4. Apparently this refers to the larger number of Jews inhabiting Babylon as compared with Palestine in the day of R. Hiyya.
5. [After 226 when Ardashir I, having defeated the last of the Parthian kings. Artaban V, established the Sassanid dynasty that held sway over Babylon for several centuries. The Sassanides, whose original home was Haber near Shiraz, S. Persia, (hence the name [H], Gueber) were ardent and zealous supporters of the Zoroastrian faith and very intolerant of the other faiths their antipathy to which found expression in persecution; v. Keth. 63b and Kid. 73a, Obermeyer *op. cit.* p. 262, and B.K. (Sonc. ed.) p. 699. n. 2 (where the date should be 226) and n. 3.]
6. Because the bearer who makes the declaration is regarded as equivalent to two witnesses.
7. And not the witness to the writing.
8. I.e., you may take this as fixed and certain.
9. Which is still the same date, the Jewish day being from evening to evening.
10. Which is a different date.
11. Who is his wife. If she misconducted herself, he might, out of affection for his sister, say that it was after he had given her the divorce.
12. Lit., 'on account of the usufruct'. The so-called 'property of sucking' (*Mulug*) which was settled on the wife at the time of marriage but of which the husband was to have the usufruct so long as they were married. (V. [Glos.](#) and B.B., Sonc. ed., p. 206, n. 7). If the Get was undated, he might wrongfully assert that he had sold the increment before the divorce.

## Gittin 17b

that adultery is exceptional.<sup>1</sup> And why did R. Johanan not give the reason that Resh Lakish gave? — He was of opinion that the increment of the wife's property belongs to the husband until the Get is actually delivered.<sup>2</sup> On the theory of Resh Lakish we can understand why R. Simeon should declare valid [a Get signed on the following

# GITTIN – 2a-48a

night].<sup>3</sup> But on the theory of R. Johanan, what is R. Simeon's reason for declaring such a Get valid?<sup>4</sup> — R. Johanan might answer that his theory is not meant to square with the view of R. Simeon but with the view of the Rabbis.

On the theory of R. Johanan<sup>5</sup> we understand why R. Simeon and the Rabbis differ;<sup>6</sup> but on the theory of Resh Lakish, why should there be any difference between them? — They differ with regard to the increment that accrues between the time of writing [the Get] and the time of signing it.<sup>7</sup> But have we not been told just the opposite [with regard to R. Johanan and Resh Lakish]? For it has been stated: 'From what point of time can the divorced woman begin to draw the increment? R. Johanan says: From the time [when the Get] is written; Resh Lakish says: From the time when it is delivered'? — Reverse the names.

Said Abaye to R. Joseph: [We have learnt that] three kinds of Get are invalid,<sup>8</sup> but if a woman marries again on the strength of them [and bears a child], the child is legitimate. This being so, what good have the Rabbis done with their regulation [that the Get should be dated]? — They at least raise an initial bar against her marrying again.<sup>9</sup> Suppose the husband cut off the date and gave it to her? — He replied: We do not take precautions against a fraud [of this kind].

Suppose it is dated only by the septennate,<sup>10</sup> by the year, by the month, by the week? — He replied: It is valid. What good then have the Rabbis done with their regulation? — It is of value [where a question arises] about the septennate before or the septennate after.<sup>11</sup> For if you say this is of no value, [I might retort,] even when the day is specified, do we know whether the morning or the evening is meant? What [it does is] to distinguish it from the day before and the day after. So here, [by specifying the septennate] we are enabled to distinguish it from the septennate before and the septennate after [should a question arise about them].

Rabina said to Raba: If a man writes a Get

1. And therefore it was unnecessary to make a special regulation dealing with it.
2. Hence dating the Get would not help the wife to recover the increment from the purchasers as long as the woman could not produce evidence when she received the Get.
3. Because according to R. Simeon he loses his title to the increment when he decides to divorce her; v. *infra* 18b.
4. Seeing that it gives him an improper opportunity of shielding his sister's daughter.
5. That the Rabbis required the Get to be dated so that the husband should not shield the wife and R. Simeon so that he should not draw the increment.
6. On the question of a Get signed on the following night.
7. The Rabbis holding that the husband is entitled to it till the time of signing. Hence if it is dated the previous day he loses a day, and therefore the Get is invalid. For R. Simeon, however, who holds that the husband loses his title from the time he decided to divorce her, this objection does not apply.
8. One of them being an undated Get; *infra* 86a.
9. Because the scribes will be unwilling to write and the witnesses to sign a Get without a date.
10. The seven-year period between one Sabbatical year and the next.
11. E.g., if the alleged unchastity took place in the septennate before, or if the husband continued to draw the increment in the septennate after.

## Gittin 18a

and puts it in his pocket, thinking that he may yet make friends with his wife<sup>1</sup> [and eventually gives it to her], what is the ruling? — He replied: A man does not meet trouble half way.<sup>2</sup> Said Rabina to R. Ashi: In the case of writs of divorce from 'foreign parts' which are written in Nisan and do not reach their destination till Tishri, what good have the Rabbis done with their regulation?<sup>3</sup> — He replied: People hear of such documents.<sup>4</sup>

It has been stated: From what point do we commence to count [the three months] from a divorce?<sup>5</sup> Rab says: From the time [the Get] is delivered; Samuel says: From the time it is written. R. Nathan b. Hoshia strongly demurred to this opinion. According to Samuel, are people to say, [he asked,] here

## GITTIN – 2a-48a

are two women in the same house,<sup>6</sup> one of whom may marry and the other may not? —

Said Abaye to him: [That is so]: the one like the other must go by the date of her Get.<sup>7</sup> It has been taught in accordance with Rab and it has been taught in accordance with Samuel. It has been taught in accordance with Rab: If a man sends a Get to his wife and the bearer lingers on the road three months, she has to wait three months from the time the Get is delivered to her, nor do we concern ourselves lest it should have become an 'old Get',<sup>8</sup> because the husband has not been alone with her in the interval. It has been taught in accordance with Samuel: If a man entrusts to a third party a Get for his wife, and says to him, 'Do not give it to her till three months have passed', she is at liberty to marry from the moment he has given it to her, nor do we concern ourselves lest it should have become an 'old Get', since he has not been alone with her in the interval.

R. Kahana, R. Papi and R. Ashi acted on the principle that the Get is valid from the time of writing; R. Papi and R. Huna the son of R. Joshua that it is valid from the time of delivery. The law is that it is valid from the time of writing.

It has been stated: From what point does a *Kethubah* [marriage settlement]<sup>9</sup> fall under the law of the Sabbatical year?<sup>10</sup> Rab says: From the moment when the woman takes part payment and converts [the rest into a loan];<sup>11</sup> Samuel says: [From the moment when] she takes part payment even though she does not convert [the rest into a loan], or converts [the whole into a loan] without taking part payment. It has been taught in accordance with Rab and it has been taught in accordance with Samuel. It has been taught in accordance with Rab: From what point does a *Kethubah* fall under the law of the Sabbatical year? From the moment when the woman takes part payment and converts [the rest into a loan]; if she takes part payment and does not convert [the rest into a loan], or converts [it all into a loan] and does

not take part payment, it does not fall under the law of the Sabbatical year; she must both take part payment and convert the rest into a loan.

It has been taught in accordance with Samuel: ['The fines] for violation,<sup>12</sup> for wife-slander,<sup>13</sup> and for seduction,<sup>14</sup> and a wife's *Kethubah*, if converted into loans, are subject to the law of the Sabbatical year, but otherwise are not subject. From what point are they regarded as converted into loans? From the time [the case is] brought into court.' Samuel said: A *Kethubah* is on a par with a deed drawn up by the *Beth Din*. Just as a deed drawn up by a *Beth Din* may be written by day and signed on the following night,<sup>15</sup> so a *Kethubah* may be written by day and signed on the following night. The *Kethubah*<sup>16</sup> of R. Hiyya b. Rab was written by day and signed the following night. Rab himself was present and made no objection.

Are we to infer from this that he is of the same opinion as Samuel? — They were engaged on that matter during the whole of the interval; [and in such a case it is permissible], as it has been taught: R. Eleazar son of R. Zadok said: This rule [not to sign documents on the following night] applies only where [the parties concerned] were not engaged on that matter during the whole of the interval; but if they were so engaged, the document so signed is valid.

R. SIMEON DECLARES IT VALID. Raba said: What is R. Simeon's reason? — He was of opinion that so soon as the husband makes up his mind to divorce the wife, he is not entitled any more to the increment from her property. Resh Lakish said: R. Simeon declared [the Get] valid only if it was signed on [the night] immediately [following], but if it was not signed till ten days afterwards it is not valid.

1. Lit., 'if he should pacify her, she would be appeased.'
2. I.e., such a case is hardly likely to occur. Unless a man is intent on divorcing his wife he does not as a rule write a writ of divorce.

# GITTIN – 2a-48a

3. Because even with the date the husband will now find it easy to shelter the wife in case of misconduct, and, further, the date places at a disadvantage persons who in the interval between the writing and the giving of the Get have inadvertently bought the increment of the wife's property from the husband, as she can now recover this from them. V. Tosaf. s.v.
4. And know that the Get was given long after it was written, and in those cases, evidence as to the date of delivery is decisive.
5. A divorced woman was required to wait three months before remarrying to make sure she was not with child. V. Yeb. 42a.
6. Two wives of one man who gave them both writs of divorce on the same day before going abroad, but one Get bore an earlier date than the other.
7. Lit., 'For this one, her Get affords proofs, and for this one her Get, etc.'
8. If after writing a Get and before delivering it the husband has intercourse with his wife, such a Get is called an 'old Get' and is not valid; v. *infra* 76b.
9. V. [Glos.](#)
10. V. Deut. XV. The Sabbatical year brought release from the obligation to repay loans, but not the *Kethubah*.
11. By drawing up a bond in which the balance is recorded as a loan.
12. V. Deut. XXIII, 28, 29.
13. Lit., 'fine'. V. Deut. XXIII, 13-19.
14. V. Ex. XXII, 15, 16.
15. As it is only a record of a decision arrived at by the court.
16. V. [Glos.](#) s.v. (b).

## Gittin 18b

since there is a possibility that he made it up with her [in the interval].<sup>1</sup> R. Johanan, however, says that even if it was signed ten days later [it is valid, because] if he had made it up with her, people would have got to know.

It has been stated: If a man said to ten persons, 'Write a Get for my wife', according to R. Johanan, two of them sign as witnesses and the rest [simply] because he made it a condition,<sup>2</sup> while according to Resh Lakish, all of them sign as witnesses. How are we to understand this? Are we to suppose that he did not say to them 'all of you [write]'? [This cannot be] because we have learnt: If he says to ten persons, 'Write a Get for my wife'

[without saying 'all of you'], one writes and [only] two sign!<sup>3</sup> — We suppose then that he used the words 'all of you'.

What is the practical difference between R. Johanan and Resh Lakish?<sup>4</sup> — The practical difference arises where two of them signed on the same day and the rest ten days later. According to the authority [R. Johanan] who said [that the rest only sign] because he made it a condition, [the Get is] valid, but according to the authority who says [that they all sign] as witnesses, [the Get is] invalid. Or again [there is a difference] where, for example, one of the persons [who signed it] was found to be a relative or in some way disqualified [from acting as witness]. According to the authority who said [that the rest sign] because he made it a condition, [the Get is] valid, but according to the authority who says [that they all sign] as witnesses [it is] invalid.<sup>5</sup> If [the relative or disqualified person] signs first, some say [that the Get is] valid and some that [it is] invalid. Some say [it is] valid because [the person thus signing may be regarded as fulfilling] the condition. Some say [it is] invalid because [otherwise] a precedent may be set for the signing of documents in general.

A certain man said to ten persons, [All of you]<sup>6</sup> write a Get for my wife, and two signed on the same day and the rest ten days later. [The question of its validity] came before R. Joshua ben Levi. He said:

1. Cf. p. 66, n. 3.
2. The fulfillment of which he insisted upon, because it was his intention to shame her in the presence of all these people.
3. V. *infra* 66b.
4. Since all have in any case to sign.
5. According to Sanhedrin 9a, if there are a hundred witnesses and one of them is a relative or otherwise disqualified, the evidence is not accepted.
6. These words are not in the text, but, as Rashi points out, they are necessary for the sense, because if they were not used, according to all authorities it is necessary for only two to sign.

# GITTIN – 2a-48a

## Gittin 19a

R. Simeon's authority<sup>1</sup> is good enough to follow in an emergency.<sup>2</sup> But did not Resh Lakish say that R. Simeon declared [the Get] valid only if it was signed [the night] immediately [following] but not if it was signed ten days later? — On that point he [R. Joshua ben Levi] agreed with R. Johanan. But did not R. Johanan say that only two [of them sign] as witnesses and the rest [simply because he made it] a condition?<sup>3</sup> — On that point he agreed with Resh Lakish.

**MISHNAH.** THE GET MAY BE WRITTEN WITH ANY MATERIAL, WITH DEYO,<sup>4</sup> WITH SAM,<sup>5</sup> WITH SIKRA,<sup>6</sup> WITH KUMUS<sup>7</sup> AND WITH KANKANTUM<sup>8</sup> OR WITH ANYTHING WHICH IS LASTING. IT MAY NOT BE WRITTEN WITH LIQUIDS OR WITH FRUIT-JUICE OR WITH ANYTHING THAT IS NOT LASTING. [THE GET] MAY BE WRITTEN ON ANYTHING — ON AN OLIVE LEAF [ETC.] [HE MAY WRITE IT] ON THE HORN OF AN OX AND GIVE HER THE OX, OR ON THE HAND OF A SLAVE AND GIVE HER THE SLAVE. R. JOSE THE GALILEAN SAYS: [A GET IS] NOT [TO BE WRITTEN] ON ANYTHING LIVING OR ON FOODSTUFF.

**GEMARA.** DEYO: this is ink.<sup>9</sup> SAM: this is paint.<sup>10</sup> SIKRA: Rabbah b. Bar Hanah says: Its name is Dekarta [red paint]. KUMUS: this is gum. KANKANTUM: Rabbah b. Samuel says: This is blacking used by boot-makers.

ANYTHING THAT IS LASTING. What do these words add [to the list]? — They add the content of the following [teaching] which R. Hanina learnt: If [the Get is] written with the juice of wine-lees<sup>11</sup> or gall-nut [juice], it is valid.

R. Hiyya taught: If the Get is written with lead, with black pigment or with coal,<sup>12</sup> it is valid.

It has been stated: If a man goes over red paint writing with ink on Sabbath, R.

Johanan and Resh Lakish both agree that he is punishable on two counts, one for writing and one for effacing.<sup>13</sup> If he goes over ink with ink or red paint with red paint, he is not punishable.<sup>14</sup> If he goes over ink with red paint, some say he is punishable and some say he is not punishable. Some say he is punishable because he effaces [the previous writing], some say he is not punishable because he only spoils [the previous writing]. Resh Lakish inquired of R. Johanan: If witnesses are unable to sign their names, is it permissible to write the names for them in red paint and let them go over in ink? Does the upper writing count as writing or not? — He replied: It does not count as writing. But, said he, has not your honor<sup>15</sup> taught us that in respect of Sabbath observance the upper writing is counted as writing?<sup>16</sup> — He replied: Because we have a certain idea, shall we base our practice upon it?<sup>17</sup>

It has been stated: If the witnesses are unable to sign their names, Rab says that incisions are made for them on the sheet<sup>18</sup> which they fill in with ink, and Samuel says that a copy is made with lead. 'With lead'? How can this be, seeing that R. Hiyya has taught that if the Get is written with lead, with black pigment or with coal it is valid?<sup>19</sup> — There is no contradiction; the one case speaks of lead, the other of water in which lead has been soaked. R. Abbahu said that the copy is made with water in which ground gall-nuts<sup>20</sup> have been soaked.

But has not R. Hanina taught that if the Get is written with juice of wine-lees or of gall-nuts it is valid? — There is no contradiction: in the one case the sheet has been prepared with gall-nut juice, in the other not; gall-nut water does not show on gall-nut water.<sup>21</sup> R. Papa says [that the copy may be made] with spittle, and so R. Papa actually showed Papa the cattle dealer. All this applies only to writs of divorce, but not to other documents;<sup>22</sup> for a man who actually did this with another document was ordered by R. Kahana to be flogged.

# GITTIN – 2a-48a

1. That it may be written by day and signed by night.
2. Supposing the husband has gone away or she has married again.
3. And therefore it should be valid even according to the Rabbis.
4. 'Ink',
5. 'Paint'.
6. Lit., 'red'.
7. [G], 'gum'.
8. Calcanthum, vitriol. These terms are explained *infra*.
9. [Chiefly made in Talmudic days of soot hardened into a tough pitchy substance by means of olive oil or balsam-gum, and finally dissolved in liquid before use; v. Blau, Buchwesen, pp. 153ff.]
10. [Orpiment; v. Krauss, *op. cit.* III, pp. 150 and 511.]
11. [H] meaning uncertain: either rain water or juice of some fruit.]
12. [So Jast. Rashi 'with coal or blacking used by boot-makers'. Here too the Hebrew terms [H] and [H] are of uncertain meaning, but the Syriac 'Shekiro' for vitriol is in favor of Rashi; Krauss, *op. cit.* p. 311.]
13. The effacement of writing on Sabbath is an offence if it is done with the purpose of writing afresh, otherwise not.
14. Because he neither writes nor effaces.
15. Lit., 'our master'.
16. When ink is written over red paint.
17. I.e., shall we go so far as to permit a doubtful action on Sabbath, or similarly count such a signature as valid in the case of a Get?
18. [H], a leaf of white papyrus. v, however Krauss, *op. cit.* III, pp. 146ff.]
19. And therefore lead counts as writing, and so if it is gone over in ink, we have writing on top of writing, which is not permissible.
20. [ [H] juice made from the rind of the ash-tree ([G]), a popular writing material prepared by the Romans, v. Kraus, *op. cit.* III, 148.]
21. And therefore where the sheet has been prepared with gall-nut juice, it is permissible to make a copy with gall-nut water.
22. For which it is necessary to find witnesses who can sign their names.

## Gittin 19b

It has been taught in accordance with Rab: If witnesses are unable to sign their names, incisions are made for them on the sheet which they fill in with ink. Said Rabban Simeon b. Gamaliel: This applies only to writs of divorce; but in the case of writs of emancipation and other documents, if the

witnesses are able to read and to sign, they sign, and if not they do not sign.

How does 'reading' come in here? — There is an omission which is to be supplied as follows: 'If the witnesses are unable to read, the document is read to them and they sign, and if they are unable to sign, etc.' Said Rabban Simeon b. Gamaliel: 'This refers only to writs of divorce; but in the case of writs of emancipation and other documents, if they are able to read and sign, they sign, and if not, they do not sign.' Said R. Eleazar: What is the reason of R. Simeon [for ruling so]? In order that the daughters of Israel may not become 'deserted'<sup>1</sup> wives.

Raba said: The *Halachah* is according to the ruling of R. Simeon b. Gamaliel. R. Gamda, however, said in the name of Raba that the *Halachah* is not according to his ruling. According to whose ruling then is it? According to that of the Rabbis?<sup>2</sup> Was not a man who actually followed this course with regard to another document ordered to be flogged by R. Kahana? — Explain [that as referring to the rule] about reading,<sup>3</sup> Rab Judah used to exert himself<sup>4</sup> so as to read [a document submitted to him] and [only then] sign. Said 'Ulla to him: This is not necessary, for R. Eleazar, the Master of the Land of Israel,<sup>5</sup> used to have the document read to him and then sign. R. Nahman also had [the document] read to him by the scribes of the court judges and then signed. This procedure was correct for R. Nahman and the scribes of the court judges, because they were afraid [of him]<sup>6</sup> but it would not be with R. Nahman and any other scribes, or with the scribes of the court judges and any other person.

When R. Papa was called upon to deal with a Persian document drawn up in a heathen registry, he used to give it to two heathens to read, one without the other, without telling them what it was for,<sup>7</sup> and [if they agreed] he would recover on [the strength of] it even from mortgaged property. R. Ashi said: R. Huna b. Nathan has told me that Amemar has laid down that a Persian document

## GITTIN – 2a-48a

signed by Israelite witnesses is sufficient warrant for recovering even from mortgaged property.

But they are not able to read it? — [We speak of the case] where they are able. But the writing has to be such that it cannot be altered [without leaving a mark], and here it is not so?<sup>8</sup> — [We speak of a sheet which has been treated] with gall-nuts. But the rule is that the gist of the document has to be repeated in the last line, and that is not the case here?<sup>9</sup> — [We speak of the case where] it is repeated. But when all is said and done, what does this statement teach us? That [a document] may be written in any language? This we have already learned:<sup>10</sup> If a Get is written in Hebrew and signed in Greek,<sup>11</sup> or written in Greek and signed in Hebrew, it is valid. — If I had only that to go by, I should say that this is the case only with writs of divorce, but not with other documents. Now I know [that this applies to other documents also].

Samuel said: If a man gives his wife a blank sheet and says to her, 'This is thy Get', she is divorced, because we consider it possible that he may have written it with gall-nut water.<sup>12</sup> An objection was raised [from the following]: [If a man said to his wife], 'Here is your Get', and she took it and threw it into the sea or the fire or destroyed it in any other way, and if he then in turn said that it was a sham promissory note<sup>13</sup> or an Amanah,<sup>14</sup> she is none the less divorced, and he has no power to prevent her from remarrying.<sup>15</sup> [Is not] the reason for this that there was some writing on the sheet, so that if there was no writing [she was] not [divorced]?<sup>16</sup> — When Samuel said she is divorced, he meant, only after we have tested [the sheet] with violet water.<sup>17</sup> If the letters come to light, then obviously there was writing, and if not, then there is nothing in it. And if the letters do come to light, what of it? It is only now that they come to light?<sup>18</sup> Samuel also only said, 'we consider it possible.'<sup>19</sup>

Rabina said: Amemar has told me that Meremar has laid down in the name of R. Dimi that the two persons in whose presence the Get is delivered<sup>20</sup> must read it. An objection was raised [from the following passage]: [If a man said to his wife] 'Here is your Get', and she took it and threw it into the sea or the fire or destroyed it in some other way, and if he then in turn said that it was a sham promissory note or an Amanah, she is [none the less] divorced and he has no power to prevent her from remarrying. Now if you say that they [the witnesses to the delivery] are required to read it, can he possibly say this after they have read it? — The ruling is still necessary for the case in which after the witnesses have read it he takes it from them and puts it under his coat and takes it out again. It might be argued in that case that he has changed it [for some other document], but now I know [that this argument is of no avail].

A certain man threw a document to his wife and it fell between the jars. Afterwards a *Mezuzah*<sup>21</sup> was found there. Said R. Nahman: A *Mezuzah* is not usually found among the jars.<sup>22</sup> This reasoning holds good if only one was found, but if there were two or three we say that just as Mezuzahs got there so a Get may have got there, and that the Get itself was removed by mice.

A certain man went to the synagogue and took a scroll of the Law and gave it to his wife saying, 'Here is thy Get'. Said R. Joseph: Why should we take any notice of it? Shall we say that the Get was written in gall-nut water [on the outside of the scroll]? Gall-nut water does not make any mark on [a sheet treated with] gall-nut

1. Agunah, v. [Glos.](#)
2. Who allow all documents to be signed by witnesses who cannot write.
3. That provided they can sign their names, though they cannot read, they may still act as witnesses if the document is read to them.
4. Being nearly blind, owing to old age.
5. V. Nid. 20a.
6. And therefore could be relied upon to read correctly. R. Nahman was himself the chief

# GITTIN – 2a-48a

- judge in Nehardea, having been appointed by the Exilarch, who was his father-in-law, v. *infra* 67b.
7. Lit., 'talking, in his simplicity'.
  8. As this was not insisted on in the Persian courts.
  9. V. *supra* 11a.
  10. *Infra* 87b.
  11. I.e., in Greek script.
  12. And the writing has faded.
  13. Lit., 'persuasion', [H] (Cf. [G]). A bond which A gives B merely that the latter may make a show with it.
  14. A bond given for money which has not yet been borrowed but may be borrowed later, v. Keth. 19b.
  15. Tosef. Git. VI.
  16. As otherwise it would have been stated above, 'If he said that there was no writing on it'. This refutes Samuel.
  17. [H], decoction of the bark of the pomegranate tree. V. Jast. s.v [H].
  18. And when she was divorced there was no writing.
  19. I.e., the divorce is only a doubtful one, sufficient to prohibit her to a priest, but not to allow her to remarry.
  20. V. *supra* 5b.
  21. V. [Glos.](#)
  22. And therefore we presume that what he threw was a *Mezuzah* and not a Get.

## Gittin 20a

water.<sup>1</sup> Shall we say that the scroll is itself a Get because of the portion it contains relating to 'cutting off'?<sup>2</sup> We require that it should be written for that woman specifically,<sup>3</sup> which is not here the case. If you should plead that possibly he gave, beforehand, a fee<sup>4</sup> to the scribe [to write the passage in the scroll specifically for her], this also is unavailing, since we require [the insertion<sup>5</sup> of] his name and her name, the name of his town and the name of her town, which we do not [find here]. What does [then] R. Joseph teach us here?<sup>6</sup> — That gall-nut water makes no writing on [a sheet treated with] gall-nut water.

R. Hisda said: If a Get was written not expressly for a certain woman, and the writing was then gone over with a pen with specific reference to that woman, the same difference of opinion may arise as we find

between R. Judah and the Rabbis. For it has been taught: If a scribe [copying a scroll of the Law] had to write in a certain place the Tetragrammaton<sup>7</sup> and intended to write instead the name Judah<sup>8</sup> and by mistake left out the letter Daleth [thus actually writing the Tetragrammaton], he may go over the letters with his pen and so sanctify the Name. This is the opinion of R. Judah, but the Sages say that such a Name is not of the choicest. Said R. Aha b. Jacob: The analogy is not altogether sound; for perhaps the Rabbis ruled thus in regard to the Tetragrammaton on account of the maxim indicated in the words, This is my God and I will beautify him,<sup>9</sup> but here they would not [object]. R. Hisda said: I am able to invalidate all the bills of divorce ever written.

Said Raba to him: How so? Is it because the Scripture says, And he shall write,<sup>10</sup> and in this case it is she who writes for him?<sup>11</sup> Perhaps the Rabbis declare him to be the owner [of the money which she gives to the scribe].<sup>12</sup> Is it because it is written, And he shall give,<sup>13</sup> and here he does not give her anything [of any value]? Perhaps the delivery of the Get is referred to. That this is so is proved by the instruction sent from Eretz Israel: 'If the Get was written on something from which it is forbidden to derive any benefit,<sup>14</sup> it is still valid.'

The text above [stated:] 'The instruction was sent from Eretz Israel: If the Get is written on something from which it is forbidden to derive a benefit, it is still valid'. R. Ashi said: We have also learned [to the same effect]: [A Get may be written] ON AN OLIVE LEAF.<sup>15</sup> But perhaps an olive leaf is different because [although worth nothing in itself] it may yet be combined [with other things to enhance the value of the whole]?<sup>16</sup>

It has been taught: Rabbi said that if the Get is written on something from which it is forbidden to derive a benefit, it is still valid. Levi went about stating this ruling in the name of Rabbi, and it was not approved.<sup>17</sup> He then stated it in the name of the main body of

# GITTIN – 2a-48a

the Rabbis<sup>18</sup> and it was approved. From this we may conclude that the law follows his ruling.<sup>19</sup>

Our Rabbis have taught: '[The Scripture says] And he shall write ["the writ of divorce"], which implies that he is not to grave it.' From this we would conclude that graving is not counted as writing. This, however, seems to be in contradiction with the following: A slave who produces a deed engraved on a tablet or a board is legally emancipated, but not if the writing is woven into a woman's headband or a piece of embroidery?<sup>20</sup> —

Said 'Ulla in the name of R. Eleazar: There is no contradiction. Graving is invalid if the letters are in relief,<sup>21</sup> but valid if they are hollowed out.<sup>22</sup> [You say that if the letters are] in relief it is not [valid]. Does not this contradict the following? 'The writing [on the High priest's plate]<sup>23</sup> was not sunk in but projected like that on gold coins.' And is not [the inscription on] gold *Dinari* in relief? — [It was] like [the inscription on] gold *Dinari* and yet not like it. [It was] like it in the fact that it projected, but it was unlike it because there [in gold *Dinari* the metal is hollowed] round the letters,<sup>24</sup> but here [in the High Priest's plate] the letters themselves<sup>25</sup> were hollowed out.

Rabina inquired of R. Ashi: Does a stamp scrape out or does it force together?<sup>26</sup> — He replied: It makes a depression. [Rabina] thereupon raised the following objection: [It has been taught] 'The writing [on the High Priest's plate] was not sunk in but was in relief, like the [inscription on] gold *Dinari*'. Now if a stamp makes a depression round the letters,

1. At that time all parchment scrolls of the Law were treated in this way. Hence there was no proper writing from the outset, and consequently no Get.
2. Deut. XXIV, 1.
3. Lit., 'he shall write for her' (which means) 'in her name'.
4. Lit., 'a Zuz'.

5. [his rendering omits the word [H] which is inserted in the text only inadvertently as a quotation from *infra* 80a; v. Rashi.
6. Seeing that all this is obvious.
7. The four letters Yod, He, *Waw*, He.
8. The five letters Yod, He, Daleth, *Waw*, He.
9. Ex. XV, 2. The words are expounded to signify. 'Beautify thyself before Him in the performance of religious duties'.
10. Deut. XXIV, 1.
11. By paying the scribe's fee, which she was required to do according to the Rabbinical rule, v. B.B. 168a.
12. According to the principle. 'The *Beth Din* has power to expropriate'. V. *infra* 36b.
13. Deut. *ibid*.
14. E.g., a leaf of a tree of '*Orlah* (v. [Glos.](#)). Such things had naturally no monetary value.
15. Which is also worthless.
16. E.g., a pile of olive leaves may be bought for lying on or for feeding cattle. The Mishnah affords then no support to the message from Eretz Israel.
17. Lit., 'it was not praised'.
18. Lit., 'of many'.
19. Because when it was not approved at first, Levi took the trouble to obtain additional authority.
20. So Rashi. Jastrow, however, (s.v. [H]) translates, 'a slave does not go free in virtue of wearing a freedman's cap or of a vindictio (manumission by declaration before a court).'
21. Lit., 'if he carved out the interior (of the plate)'.
22. Lit., 'if he carved out the thighs (of the letters)'.
23. V. Ex. XXVIII, 36.
24. Lit., 'the interior'.
25. Lit., 'the thighs'. They were pressed forward from the back and so projected in front.
26. If it scrapes out the metal round the letters, the use of it is not writing; but it is if the letters are formed by compression.

## Gittin 20b

it does not write, and [for the plate] 'writing' was required?<sup>1</sup> — It was like [the inscription on] gold *Dinari* and yet not like it. It was like it in the fact that it stood out, but not like it in the fact that there [in a coin] the pressure is applied on the same side [as the inscription], but here [in the plate] it was from the other side.

Raba inquired of R. Nahman: If a man writes a Get on a plate of gold and says to his wife,

# GITTIN – 2a-48a

'Receive herewith your Get and receive herewith your Kethubah', what is the ruling? — He replied: Both her Get and her *Kethubah* have been legally received by her. [Raba] thereupon raised an objection. [We have been taught,] If a man says, 'Receive herewith your Get and the rest can go to your Kethubah', the Get has been legally received by her and the rest goes to the *Kethubah*. Now the reason is that there is something over, but otherwise not? — No. The same rule applies even if there is nothing over, and what this [statement] teaches us is that even if there is something over, if he tells her [to take that in payment of her *Kethubah*] she takes it, but if not, not. For what reason? — Because [in that case the rest] is [reckoned merely as] the margin of the Get.

Our Rabbis taught: [If a man says to his wife.] 'Here is your Get, but the sheet belongs to me', she is not divorced,<sup>2</sup> [but if he said.] On condition that you return the sheet to me, she is divorced.<sup>3</sup> R. Papa inquired: Suppose he says, [On condition that] the space between the lines, or between the words [is to belong to me], what is the ruling? — This question was left over. But cannot the question be decided from the fact that the Divine Law said 'a writ', that is to say one writ, and not two or three?<sup>4</sup> — The difficulty still remains in the case where it is all linked together.<sup>5</sup>

Rami b. Hama propounded: Suppose a slave [is brought into court] who is known to have belonged to the husband, and a Get is written on his hand and he comes before us as the slave of the wife, how are we to decide? Do we presume that the husband transferred the slave to the wife [along with the Get],<sup>6</sup> or do we argue that perhaps he went to her of his own accord? — Said Raba: Cannot the question be decided on the ground that the writing is such as to admit of falsification?<sup>7</sup>

But does not Raba's difficulty apply also to our Mishnah which says that a Get may be written ON THE HAND OF A SLAVE? — We understand that the Mishnah presents no

difficulty to Raba. [The Mishnah was speaking of a case] where [the Get was] delivered before witnesses,<sup>8</sup> in accordance with the ruling of R. Eleazar.<sup>9</sup> The difficulty,<sup>10</sup> however, arises on [the question of] Rami b. Hama!<sup>11</sup> — According to Rami b. Hama there is no difficulty, as he is speaking of the case [where the Get was] tattooed [on the slave's hand].<sup>12</sup> If you take that line, you can say that the Mishnah also presents<sup>13</sup> no difficulty, as it was speaking of tattooing. What then is the answer [to Rami b. Hama's question]? — Come and hear: Resh Lakish has laid down that there is no presumptive title to living creatures.<sup>14</sup>

Rami b. Hama inquired: If a tablet was known to have belonged to the wife, and a Get is written on it, and it is produced by the husband, what do we decide? Do we say that she made it over to him, or do we argue that a woman does not know how to make over things [temporarily]?<sup>15</sup> —

Said Abaye: Come and hear: He<sup>16</sup> also testified regarding a small village adjoining Jerusalem in which lived an old man who used to lend money to all the people of the village, and he used to write the bond and others signed it, and the case was brought before the Sages and they declared the bonds valid. Now how could they do this, seeing that there must be a 'writ of transfer'.<sup>17</sup> Obviously the reason is that we say that he made over the bonds to them.<sup>18</sup> Said Raba: What is the difficulty? Perhaps

1. Ex. XXVIII, 30.
2. Because he has to 'give' her the writ, and here there is no giving.
3. Because a gift which is made conditionally on its being returned is still counted a gift.
4. And in this case he makes it into several.
5. I.e., by long letters like the final nun, which obliterate the spaces between the lines.
6. V. Mishnah 19a.
7. And therefore it is no Get.
8. Who read it, and who could testify in case of falsification.
9. Who says that the witnesses to delivery make the Get effective.
10. Which Raba put to him.

# GITTIN – 2a-48a

11. Because he was speaking of the case where there were no witnesses to delivery.
12. And so could not be effaced.
13. [So *Var. lec.*, cur. edd., read 'to Raba'.]
14. Lit., 'those kept in folds', because they are liable to stray; hence their being found in a certain man's possession is not presumptive evidence that he is the owner, and the same applies to a slave, v. B.B. 36a.
15. Of such a nature where the transfer is a mere legal fiction designed to place the tablet in the temporary ownership of the husband to enable him to write the Get on it. Consequently the Get is not valid since it must be written on material belonging to the husband.
16. R. Judah b. Baba. V. 'Ed. II, 3.
17. [H] (Jer. XXXII, 10). which is taken to mean 'a document written by the transferor'. V. Kid. 26a.
18. And they returned them to him. So here we may say that even if the wife does not intend to leave the tablet in the husband's hands permanently, yet for the time being she has given it to him, and he can therefore 'give' it to her as a Get.

## Gittin 21a

an old man is different, because he knows how to make over things. But no, said Raba; [we decide] from the following: 'If the signature of the security [for another] appears below the signatures to the bond, the lender may recover from his [the security's] unmortgaged property.<sup>1</sup> Said R. Ashi: What is the difficulty? Perhaps a man is different, because he knows how to make over things. No, said R. Ashi; we decide from the following: A woman may write her own Get<sup>2</sup> and a man may write his own receipt,<sup>3</sup> because a document is only rendered valid by its signatures.<sup>4</sup>

Raba said: If a man writes a Get for his wife and entrusts it to his slave, and also writes a deed assigning the slave to her, she becomes the legal owner of the slave and she is divorced by the Get. Why should this be? The slave is a moving courtyard,<sup>5</sup> and a moving courtyard cannot transfer ownership. And should you reply that we speak of a slave who stands still, has not Raba laid down that things which do not transfer ownership when

moving do not transfer it when standing or sitting? The law, however, is [that the Get is valid if the slave] is bound.<sup>6</sup>

Raba also said: If a man wrote a Get for his wife and put it in his courtyard and then wrote a deed assigning her the courtyard, she becomes owner of the courtyard and is divorced by the Get. Both of these statements of Raba are necessary. For if he had confined himself to the first statement, about the slave, I should have said that this applies strictly to a slave, but in the case of a courtyard [I should declare the Get invalid], so as not to set a precedent for a courtyard which comes into her possession subsequently.<sup>7</sup> And again, if he had stated only the rule about a courtyard, I should have said that this applies strictly to a courtyard, but in the case of a slave I should debar one who is bound so as not to set a precedent for one who is not bound. Now I know [that this is not so].

Said Abaye: Let us see. From what expression in the Scripture do we infer the rule about a courtyard? From the words 'her hand'.<sup>8</sup> Therefore, just as, if he gives the Get into her hand, the husband can divorce her with her consent or without her consent, so if he places it in the courtyard he should be able to divorce her with her consent or without her consent. But the gift [of the courtyard] can be made only with her consent and not against her will.<sup>9</sup>

R. Shimi b. Ashi demurred to this objection. There is, [he said,] the case of her appointing an agent to receive the Get from the husband,<sup>10</sup> which appointment can be made only with her will but not against her will, and yet the agent is duly authorised?<sup>11</sup> And Abaye? — He rejoins: The rule of agency is not derived from the term 'her hand'; the rule regarding agency is derived from the superfluous letter in the word *we-shillhah*<sup>12</sup> ['and he send her'].<sup>13</sup> Or if you prefer, I can reply that we find cases where an agent for receiving [the Get is also appointed] without the consent [of the wife], since a father can

# GITTIN – 2a-48a

accept a Get for his daughter who is still a child<sup>14</sup> without her consent.

**ON AN OLIVE LEAF, etc.** We understand the ruling (in the case of a Get written) on the hand of a slave<sup>15</sup>,

1. V. B. B. (Sonc. ed.) p. 773, n. 12. In this case the lender gives the bond to the security who is the transferor to sign, and then takes it back from him.
2. And then give it to the husband, who gives it back to her.
3. For the *Kethubah*, and give it to the wife, who then signs it and returns it to him.
4. V. *infra* 22b.
5. Giving it to the slave is like putting it in a courtyard and telling her to take it from there, only the slave is moving from place to place; on the transfer of ownership by means of a court, v. B.M. 9b.
6. For then he is indeed on a par with the courtyard.
7. If the husband places the Get in the courtyard of a third party which subsequently comes into possession of the wife, the Get is not effective, v. *infra* 24a and 63b.
8. The term 'her hand' in Deut. XXIV. 1, is taken to include courtyard, v. B.M. 9b.
9. And therefore the dictum of Raba falls to the ground, does it not?
10. [H]. In which case the woman is divorced from the very moment the agent receives the Get.
11. Lit., 'he becomes an agent for receiving'.
12. Lit., '(instead of) and he send (it is written) and he send her'. V. Kid. 410.
13. Deut. XXIV, 1, (v. *infra*, 62b), and consequently there is no warrant for insisting on drawing an analogy between 'hand' and 'agency'.
14. I.e., under twelve years of age, v. Keth. 47a.
15. That the slave is then given to her.

## Gittin 21b

because it is not possible to cut off the hand [and give it to her]. But where [it is written] on the horn of an ox [why need the ox be given to her]? Let the husband cut it off and give it to her? — Scripture says, He shall write and give to her.<sup>1</sup> [This means that the Get must be on something] which requires only to be written on and to be given [to make it effective]: it excludes [something like] this which requires to be written on, to be cut

off, and to be given [before it can become effective].

**R. JOSE THE GALILEAN SAYS, etc.** What is the reason of R. Jose the Galilean? — As it has been taught: [From the word] *sefer*<sup>2</sup> I understand [that the husband must give the wife] a 'book'.<sup>3</sup> How do I know that any thing will serve the purpose? Because it says, 'and he write her', that is to say, any form of written document — If so why does it specify 'book'? To show that, just as a 'book' is not animate and does not eat, so the document used for the Get must be inanimate and not a thing which eats.

What do the Rabbis [who allow this say to this]? — [They can reply:] If the text had written be *Sefer* ['in a book'], your deduction would be correct, but as it writes *Sefer* it refers only to the record [*Sefirath*],<sup>4</sup> of the circumstances.

What do the Rabbis make of the word *We-kathab* ['and he shall write']?<sup>5</sup> — They require it to [deduce therefrom the rule that a woman] is divorced by a written document and not by a money gift. For you might think that her separation from her husband is to be effected in the same way as her union with him:<sup>6</sup> just as the union was effected by a money payment,<sup>7</sup> so also the separation. Now I know [that this is not so]. From whence then does R. Jose derive this lesson?<sup>8</sup> — From the words 'a writ of cutting off': a written [document] effects the 'cutting' [separation] and not anything else.

What then do the Rabbis make of these words?<sup>8</sup> — They deduce from them that [for a Get] we require something which genuinely cuts off the husband from the wife, as it has been taught: '[If a man says to his wife], Here is your Get on condition that you never drink wine, that you never go to your father's house, this is no "cutting off".<sup>2</sup> But if he says, on condition that you do not do so for thirty days, this is "cutting off".'

# GITTIN – 2a-48a

Whence does R. Jose derive this lesson?<sup>8</sup> — From [the fact that the text uses the word] Kerithuth when it might use the simpler form *Kareth*.<sup>10</sup> What do the Rabbis make of this?<sup>8</sup> — They do not stress the difference between Kerithuth and *Kareth*.

**MISHNAH.** [A GET] MUST NOT BE WRITTEN ON SOMETHING STILL ATTACHED TO THE SOIL. IF, HOWEVER, IT WAS WRITTEN ON SOMETHING STILL ATTACHED TO THE SOIL AND THEN DETACHED AND SIGNED AND GIVEN TO THE WIFE, IT IS VALID. R. JUDAH DECLARES IT INVALID UNLESS IT IS BOTH WRITTEN AND SIGNED ON SOMETHING NOT ATTACHED TO THE SOIL. R. JUDAH B. BATHYRA SAYS THAT [A GET] MUST NOT BE WRITTEN ON A SHEET FROM WHICH WRITING HAS BEEN ERASED<sup>11</sup> NOR ON DIFTERA,<sup>12</sup> BECAUSE WRITING ON IT CAN BE ALTERED [WITHOUT BEING NOTICEABLE]. THE SAGES, HOWEVER, DECLARE SUCH A GET VALID.

**GEMARA.** IF IT IS WRITTEN ON SOMETHING ATTACHED TO THE SOIL. Does not the Mishnah say just before this that it must not be so written? — Rab Judah said in the name of Samuel: It may be so written if a place is left blank for the substantive part.<sup>13</sup> The same statement was made by R. Eleazar in the name of R. Oshiah: It may [be so written] if a place is left blank for the substantive part. The same statement was also made by Rabbah b. Bar Hanah in the name of R. Johanan: It may [be so written] if a place is left blank for the substantive part. And [our Mishnah] follows R. Eleazar, who says that it is the witnesses to delivery who [make the Get] effective, and it is to be interpreted as follows: 'The formal<sup>14</sup> part [of the Get] must not be written [on something attached to the soil] lest one should come to write thereon the substantive part also.

If, however, the formal part was written [on something still attached to the soil] and then detached and the substantive part was then filled in and [the Get] given to her, it is valid.'

Resh Lakish, however, said: Our Mishnah says distinctly, AND SIGNED'. [This shows that] it follows the view of R. Meir who said that the signatures of the witnesses make [the Get] effective, and it is to be interpreted as follows: 'The substantive part must not be written [on something still attached to the soil] for fear lest the signatures should also be affixed to it [while in that state]. If, however, the substantive part was so written, and the Get was then detached and signed and given to her, it is valid.'

If it is written on the surface of an earthenware flowerpot with a hole at the bottom<sup>15</sup> it is valid, because he can take the pot and give it to her.<sup>16</sup> If it is written on a leaf inside a flowerpot with a hole at the bottom, Abaye says it is valid and Raba says it is not valid. Abaye says it is valid

1. Deut. XXIV, 1.
2. E.V. 'writ'. Deut. XXIV. 1.
3. I.e., of Parchment.
4. Lit., 'telling'.
5. Which includes any form of written document.
6. In Deut. XXIV, 2, the two words denoting separation and union, [H] lit., 'she shall deport' and 'she shall be (another man's wife) occur in close juxtaposition, hence the suggested comparison.
7. A money gift is one of the forms of betrothal. V. Kid. ad init.
8. Lit., 'and the other'.
9. Because there is always some link between him and her. V. *infra* 83b.
10. Both words mean 'cutting off', the former however being the reduplicated and intensive form.
11. Because if the text is altered it will not be noticeable.
12. A kind of skin. V. *infra* 22a.
13. [H] Viz., the names and the date, v. B.M. (Sonc. ed.) p. 35, n. 4.
14. [H] [G], v. B.M. (Sonc. ed.), p. 35, n. 3.
15. Which might therefore be regarded as still attached to the soil.
16. And there is in fact no detaching from the soil.

## Gittin 22a

because he can take the whole pot and give it to her. Raba says it is not valid, because [if

## GITTIN – 2a-48a

we declare it so], there is a danger lest he should pluck the leaf [and give it to her].

If a flowerpot belongs to one person and the seeds in it to another, then if the owner of the pot sells the pot to the owner of the seeds, as soon as the latter pulls it into his possession<sup>1</sup> he becomes the legal owner. If, however, the owner of the seeds sells [the seeds] to the owner of the pot, [the latter] does not acquire possession [of them] till he performs some act of *Hazakah*.<sup>2</sup> If the pot and the seeds both belong to the same man and he sells them to another, [the latter,] as soon as he has performed *Hazakah* on the seeds, [ipso facto] acquires possession of the pot.

This accords with the rule which we have learned:<sup>3</sup> Movable property is transferred along with immovable property through money payment, through deed of assignment, and through *Hazakah*. If he performs *Hazakah* on the pot, he does not acquire possession even of the pot:<sup>4</sup> *Hazakah* must be performed if at all on the seeds. If the inside of the pot is in Eretz Yisrael but the leaves of the plant extend outside of Eretz Yisrael,<sup>5</sup> Abaye says that we go by the inside,<sup>6</sup> and Raba says that we go by the leaves. If the plant has taken root, all authorities agree [that it is subject to tithe]. Where they differ is when the plant has not taken root. But is there no difference in the case where it has taken root?

Have we not learnt: 'If two gardens adjoin, one being higher than the other, and vegetables grow on the slope between,<sup>7</sup> R. Meir says they belong to the upper garden and R. Judah to the lower'? — The reason for the difference in that case is stated [in the Mishnah itself]: 'Said R. Meir: If the owner of the upper garden wants to take away his earth, there will be no vegetables. To which R. Judah rejoined: If the owner of the lower one wants to fill in his garden [to the level of the higher], there would be no vegetables there.'<sup>8</sup> But we may still [question whether] there is not a difference in the case where [the plant] has taken root, seeing that it has

been taught: 'If part of a tree is in Eretz Yisrael and part of it outside, then titheable and non-titheable produce are mixed up in it. This is the view of Rabbi.

Rabban Simeon b. Gamaliel, however, holds that that part of its fruit which grows in the place liable to tithe<sup>9</sup> is titheable, and that part which grows in the place not liable to tithe<sup>10</sup> is non-titheable.<sup>11</sup> Now here we speak, [do we not], of a tree of which part of the branches are in Eretz Yisrael and part outside?<sup>12</sup> — No: [we speak of one of which] some of the roots are in Eretz Yisrael and some outside. What then is the reason of Rabban Simeon b. Gamaliel? — [He speaks of a case] where a piece of hard stone separates [the roots inside and outside]. What is the reason of Rabbi? — He holds that in spite of this the saps mix again [higher up]. What is their difference in principle? — One holds that the air mingles the saps, and the other holds that each side remains separate.<sup>13</sup>

R. JUDAH B. BATHYRA SAYS, etc. R. Hiyya b. Assi said in the name of 'Ulla: There are three kinds of skins, Mazzah, Hifa, and Diftera. Mazzah, as its name implies,<sup>14</sup> [is a skin] that has been neither salted nor treated with flour nor with gall-nut. What bearing has this distinction upon the *Halachah*? — In respect of carrying on Sabbath — How much of it may be carried? As learnt by R. Samuel b. Judah: Enough to wrap a small weight [of lead] in.<sup>15</sup>

How much is that? — Abaye answered: About a 'fourth of a fourth' of Pumbeditha. Hifa [is skin] that is salted but not treated with flour or gall-nut. What bearing has this upon the *Halachah*? — In respect of carrying on Sabbath. How much of it may be carried? — Even as we have learnt: '[The permitted quantity of skin] is enough to make an amulet<sup>16</sup> out of.' Diftera [is skin] which is salted and treated with flour but not with gall-nut.<sup>17</sup> What bearing has this upon the *Halachah*? — In respect of carrying on Sabbath. How much of it may be carried? — Enough for writing a Get upon.

# GITTIN – 2a-48a

**BUT THE SAGES DECLARE IT VALID. Who are 'THE SAGES'? — Rab Eleazar [the Amora] said:**

1. The recognized form of transfer of movable articles, y. [Glos.](#), s.v. *Meshikah*.
2. As for immovable property. V. [glos.](#)
3. Kid. 26a.
4. Because *Hazakah* does not effect transfer of movable articles.
5. The pot being exactly on the border.
6. In determining whether it is subject to tithe.
7. Being thus rooted in the soil of the upper garden while the leaves spread out into the air space of the lower.
8. But they agree that in ordinary cases we go by the root, v. B.M. 118b.
9. I.e., in Eretz Yisrael.
10. I.e., outside Eretz Yisrael.
11. B.B. 27b.
12. But the whole of the roots are either on one side or the other, and yet they differ,
13. Where however, the entire roots are in Eretz Yisrael all agree that the position of the branches is of no consequences.
14. Lit., 'unleavened bread'.
15. To save it from wearing away.
16. A small ornament used as a charm.
17. [Cf. [G]. The list includes only hides that are partly prepared for writing, and therefore omits [H] which has gone through the whole process and hence is no longer regarded as hide, but as parchment. (Rashi)].

## Gittin 22b

R. Eleazar [the Tanna] is meant, for he said that it is the witnesses to the delivery who make [the Get] effective. R. Eleazar further said: R. Eleazar declared [such a Get] valid only if brought [by the woman] before the *Beth Din* immediately,<sup>1</sup> but not if it is brought ten days later, because in that case we have to consider the possibility that there was some condition in it and she altered it.<sup>2</sup> R. Johanan, however, said [that it is valid] even if produced ten days later, because if there was any condition in it the witnesses [to the delivery] will still remember it.

R. Eleazar further said: R. Eleazar declared valid a document [of this kind] only if it was a Get,<sup>3</sup> but no other documents,<sup>4</sup> in virtue of the Scriptural verse, And thou shalt put them in an earthenware vessel, in order that they

may stand many days.<sup>5</sup> R. Johanan, however, held that even other documents of this nature are valid.<sup>6</sup> But does not Scripture say, 'In order that they may stand'? — That is merely a piece of good advice.

**MISHNAH.** ALL [PERSONS] ARE QUALIFIED TO WRITE A GET, EVEN A DEAF-MUTE, A LUNATIC AND A MINOR. A WOMAN MAY WRITE HER OWN GET AND A MAN HIS OWN RECEIPT [FOR THE *KETHUBAH*], SINCE THE DOCUMENT IS MADE EFFECTIVE ONLY BY THE SIGNATURES ATTACHED TO IT.<sup>7</sup>

**GEMARA.** [How can a deaf-mute, etc. be qualified to write] seeing that they do not understand<sup>8</sup> [what they are doing and therefore will not write with special reference to the woman in question]? — Said R. Huna:

1. I.e., on the same day, in order to notify them that she obtained her divorce.
2. And meanwhile the witnesses to the delivery have forgotten it.
3. Because once it has been produced in the *Beth Din* the matter is known, and therefore the Get need not be kept.
4. E.g., bonds and promissory notes. These are necessary for substantiating the claim at a later date and there is a possibility of altering any condition contained in them without necessarily arousing the suspicion of the witnesses. (Rashi).
5. Jer. XXXII, 14.
6. [Consistent with his view that witnesses will recall any condition that might have been inserted. (Tosaf.).]
7. Lit., 'by them that sign it'.
8. Lit., 'not men of knowledge'.

## Gittin 23a

[They are permitted] only if an adult is standing by them [and telling them to write for such-and-such a purpose]. Said R. Nahman to him: If that is so, then if a heathen [writes] while a Jew stands by him, [the Get] ought still to be valid? And should you say that this actually is so, has it not been taught that a heathen is not qualified [for this purpose]? — A heathen will follow his own idea.<sup>1</sup> Later R. Nahman corrected himself,

## GITTIN – 2a-48a

saying: What I said was all wrong. For since [the Mishnah] expressly disqualifies a heathen from being the bearer [of a Get],<sup>2</sup> we may infer that he is qualified to write one. But is it not taught that he is disqualified? — That is in accordance with the view of R. Eleazar, who said that the witnesses to delivery make [the Get] effective and [consequently] that it must be written with 'special intention'<sup>3</sup> and certainly the heathen will follow his own idea.

R. Nahman said: R. Meir used to say that even if [the Get] was found on a rubbish heap and was then signed and given to the wife, it is valid.<sup>4</sup> Raba raised an objection to this: [The Scripture says], 'he shall write for her', [which we interpret to mean] 'expressly for her name' — Does not this refer to the actual writing of the Get? — No: it refers to the signing by the witnesses, Raba raised another objection: [We have learnt that] 'any Get that is not written expressly for the woman [to be divorced] is invalid'? — Read 'that is not signed expressly.'

He again raised an objection: [It has been taught] When he writes, it is as if he writes it expressly 'for her name.' Does not this mean that if he writes the substantive part 'for her name' it is reckoned as if he had written the formal part also 'for her name'? — No: what it means is that if he has it signed expressly 'for her name', it is as if he had written it also expressly 'for her name'. Or if you prefer I can answer that these teachings follow R. Eleazar who says that the witnesses to delivery make [the Get] effective.

Rab Judah said in the name of Samuel that [a deaf-mute, etc. is qualified to write] only if he leaves the formal part a blank. So too said R. Haga in the name of 'Ulla: [A deaf-mute, etc. is qualified to write] only if he leaves the formal part a blank. [The Mishnah thus] follows R. Eleazar. R. Zerika, however, said in the name of R. Johanan: This is not Torah.<sup>5</sup> What does he mean by saying, 'This is not Torah'? — Said R. Abba: Here [the Mishnah] makes known to us that there is no

force in [the ruling that the Get should be written with] 'special intention', and it follows the view of R. Meir who said that it is the signatures of the witnesses which make [the Get] effective. But did not Rabba b. Bar Hana say in the name of R. Johanan that [the Mishnah] follows Rabbi Eleazar? — Two Amoraim<sup>6</sup> report R. Johanan differently.

*MISHNAH.* ALL [PERSONS] ARE QUALIFIED TO ACT AS BEARERS OF A GET EXCEPT A DEAF-MUTE, A LUNATIC, AND A MINOR, A BLIND MAN AND A HEATHEN. IF AFTER BEING ENTRUSTED [WITH THE GET BUT BEFORE DELIVERING IT] THE MINOR BECAME OF AGE OR THE DEAF-MUTE RECOVERED HIS SPEECH OR THE BLIND PERSON HIS SIGHT OR THE LUNATIC HIS REASON OR THE HEATHEN BECAME A PROSELYTE, [THE GET] IS [STILL] INVALID. BUT IF THE BEARER [BEING ORIGINALLY] OF SOUND SENSES BECAME A DEAF-MUTE AND THEN RECOVERED HIS SPEECH, OR [BEING] WITH SIGHT BECAME BLIND AND RECOVERED HIS SIGHT, OR [BEING] SANE BECAME INSANE AND RECOVERED HIS REASON, [THE GET] IS VALID. THE GENERAL PRINCIPLE IS THAT ANY BEARER WHO COMMENCES AND FINISHES [HIS MISSION] IN FULL POSSESSION OF HIS MENTAL FACULTIES<sup>7</sup> IS QUALIFIED.

*GEMARA.* We understand a deaf-mute, a lunatic, and a minor being disqualified, because they do not know what they are doing; also a heathen, because in any case he himself cannot release.<sup>8</sup> But why should a blind person be disqualified? — R. Shesheth says: Because he does not know from whom he takes [the Get] and to whom he delivers it. R. Joseph strongly demurred to this. In that case, [he said,] how is it permitted to a blind man to associate with his wife, or to any men to associate with their wives at night time? Is it not by recognizing the voice? So here, [a blind person] can recognize the voice!

No, said R. Joseph; the fact is that here we are speaking of [a Get brought from] foreign parts, [the bearer of which] has to declare,

# GITTIN – 2a-48a

'In my presence it was written and in my presence it was signed', and a blind man cannot say this. Said Abaye to him: If that is so, then a person who becomes blind [after receiving the Get] ought to be qualified, and yet [the Mishnah] states expressly that **IF [BEING] WITH SIGHT HE BECAME BLIND AND RECOVERED HIS SIGHT [THE GET] IS VALID**, which shows [it is valid] only if he recovered his sight, but if he did not recover his sight that he is not qualified? —

He is qualified even if he does not recover his sight. Since, however, the Mishnah employed the formula, '**OR [BEING] SANE HE BECAME INSANE AND RECOVERED HIS REASON**' — which was necessary in that case because the reason [why it is valid] is because he recovers his reason, but if he does not recover it, [the Get] is not valid — it uses a similar wording in the next clause: '**BEING WITH SIGHT HE BECAME BLIND AND RECOVERED HIS SIGHT**'. Said R. Ashi: There is an indication of this in [the language of] the Mishnah itself, since it says: **THIS IS THE GENERAL PRINCIPLE; ANY BEARER WHO IS IN FULL POSSESSION OF HIS MENTAL FACULTIES AT THE BEGINNING AND END [OF HIS MISSION] IS QUALIFIED**, and it does not say, 'anyone who is qualified at the beginning and end [of his mission].' This shows [that what was said above about the bearer who becomes blind, is correct].<sup>2</sup>

A question was put to R. Ammi: May a slave be made an agent on behalf of a woman to receive her writ of divorce from her husband? — He replied: Since the [Mishnah] declares a heathen disqualified,<sup>10</sup>

1. And not write with special reference to the woman concerned, even if he is told.
2. *Infra*.
3. Since he considers signatures not essential for the Get, the words and he write for her are to be interpreted as requiring writing with 'special intention', v. *infra*.
4. According to another interpretation we translate above, instead of 'and certainly the heathen, etc.' 'But will not the heathen, etc.'

the words being an objection raised by R. Nahman's interlocutor, and the next statement is R. Nahman's reply.

5. By allowing a deaf-mute, etc. to write.
6. K. Zerika and Rabbah b. Bar Hanah.
7. Lit., 'of knowledge'.
8. Since the Jewish law of marriage and divorce does not apply to him, and he cannot do on behalf of another what he cannot do on behalf of himself.
9. [The stress is laid on the possession of mental faculties at the beginning and the end but not of sight provided it was there at the beginning enabling him to make the necessary declaration.]
10. To become the bearer of the Get, which includes his acting as the wife's agent to receive the Get.

## Gittin 23b

we may infer that a slave is qualified. R. Assi said in the name of R. Johanan: A slave cannot be appointed an agent by a woman to receive a Get on her behalf from her husband, because he does not come within the [provisions of the Jewish] law in regard to divorce and marriage. R. Eleazar strongly demurred to this. Your reason, [he said,] is [that the slave cannot be an agent to do for another] a thing which he cannot do for himself. This would imply that he can be an agent for a thing which he can do for himself.

How does this square with the fact that a heathen or a Samaritan can give *Terumah* for himself, as we have learnt: 'If a heathen or a Samaritan gives *Terumah* from his own produce, what is so given is genuine *Terumah*,<sup>1</sup> and yet we also learn [in another place]: 'If a heathen gives *Terumah* from the produce of an Israelite even with the latter's permission, what is so given is not regarded as *Terumah*'?<sup>2</sup> The reason is, is it not, that Scripture says, you also shall give your heave-offering,<sup>3</sup> and we take the superfluous word 'also' to indicate that just as you are Israelites, — so your agents must be Israelites?<sup>4</sup> — In the school of R. Jannai they replied: No! [The proper inference from the word 'also' is]: Just as you are sons of the Covenant, so must your agents be sons of the Covenant.<sup>5</sup>

## GITTIN – 2a-48a

R. Hiyya b. Abba said in the name of R. Johanan: A slave cannot be made an agent by a woman to receive a Get on her behalf from her husband because he does not come within [the provisions of the Jewish] law in regard to divorce and marriage, and [this] in spite of the fact that we have a teaching: [If a man says to his female slave], 'You are a slave, but your child is free', if she was pregnant at the time she acquires freedom for it [the child].<sup>6</sup> What is the point of [quoting]: 'if she was pregnant, she acquires freedom for it'?<sup>7</sup> —

When R. Samuel b. Judah came [from Palestine], he said: R. Johanan said two things. [One was the dictum regarding a Get quoted above]. The other was this: It seems a reasonable view that a slave can receive a writ of emancipation on behalf of another slave from the master of that slave but not from his own master.<sup>8</sup> And if someone should whisper in your ear<sup>9</sup> that there is a *Halachah* laid down which contradicts this, [viz.] 'If she was pregnant, she acquires freedom for it,'<sup>10</sup> reply to him that two great authorities in their generation, R. Zera and R. Samuel b. Isaac, explained the matter. One said that this [teaching] follows the opinion of Rabbi who said that if a man emancipates the half of his slave, the slave acquires [freedom in regard to the one half], and the other said [in further explanation] that the reason of Rabbi [for applying this to the present case] is that he looks upon the embryo as part of the mother, and therefore the master [in freeing the child] as it were made her owner of one of her own limbs.

**MISHNAH.** EVEN THE WOMEN WHOSE WORD IS NOT ACCEPTED AS EVIDENCE<sup>11</sup> IF THEY SAY THE HUSBAND [OF A CERTAIN WOMAN] IS DEAD ARE ACCEPTED AS BEARERS OF HER GET. NAMELY, HER MOTHER-IN-LAW, HER MOTHER-IN-LAW'S DAUGHTER, HER HUSBAND'S OTHER WIFE,<sup>12</sup> HER HUSBAND'S BROTHER'S WIFE, AND HER HUSBAND'S DAUGHTER.<sup>13</sup> WHY IS A GET DIFFERENT FROM [A REPORT OF] DEATH? BECAUSE THE WRITING AFFORDS PROOF. A WOMAN MAY BE THE BEARER

OF HER OWN GET,<sup>14</sup> ONLY SHE IS REQUIRED TO DECLARE,<sup>15</sup> 'IN MY PRESENCE IT WAS WRITTEN AND IN MY PRESENCE IT WAS SIGNED.'

**GEMARA.** [How can you say this] seeing that it has been taught: Just as these women's word is not accepted as evidence that her husband is dead, so they are not accepted as bearers of her Get? — R. Joseph replied: There is no contradiction. The one rule is for Eretz Yisrael, the other for outside Eretz [Yisrael]. In Eretz Yisrael, where we do not rely upon her [word],<sup>16</sup> such a woman is permitted to bring the Get: outside Eretz [Yisrael], where we should have to rely upon her [word],<sup>17</sup> she is not permitted to bring it. Said Abaye to him: On the contrary, the opposite is more reasonable: in Eretz Yisrael, where if the husband comes and challenges [the Get] we take note of his objection,<sup>18</sup> it could be argued that the woman has been deliberately trying to make mischief, and therefore she should not be trusted, but outside, where if the husband comes and challenges [the Get] we do not pay any attention to him,<sup>19</sup> she should be trusted.<sup>20</sup>

It has been taught in accordance with the view of Abaye: R. Simeon b. Eleazar says in the name of R. Akiba: That a woman may be trusted to bring her own Get may be established *a fortiori*. For since those women whose word [the Rabbis] declared to be unacceptable as evidence that her husband is dead can be trusted as bearers of her Get, does it not follow that she herself whose word is accepted as evidence that her husband is dead should be trusted to bring her own Get?

1. Ter. III, 9.
2. Ibid. I, 1.
3. Num. XVIII, 28.
4. Which shows that the implication is wrong, and so the original idea must also be wrong.
5. And a slave was regarded as a 'son of the Covenant', on the strength of Deut. XXIX, 9ff., 'Ye are standing all this day before the Lord your God ... from the hewer of thy wood to the drawer of thy water ... to enter into the covenant of the Lord. Thus a slave can be an agent.'

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6. Tem. 25a.
7. As this refers to a writ of emancipation, how can we derive a ruling from it for a writ of divorce?
8. I.e., if the slave to be emancipated belongs to the same master as he himself. The reason is that he is regarded as merely the hand of his master, and therefore does not become owner of the writ on behalf of his fellow-slave.
9. Seeking to mislead you.
10. Which shows that a slave can accept a writ of emancipation on behalf of another slave even from his own master.
11. Lit., 'who are not believed'.
12. Lit., 'her rival'.
13. These women are suspect of bearing a grudge against the wife and of harboring a desire to spite her.
14. To a place which the husband specifies.
15. Before a *Beth Din* in the place specified.
16. Because witnesses to the signatures are always available.
17. I.e. on the declaration, 'In my presence', etc.
18. The declaration 'in my presence', etc., not having been made.
19. Because the Get has been certified by virtue of the declaration in my presence, etc.
20. Because she cannot be trying to make mischief.

## Gittin 24a

And on the same basis it may be concluded that just as they are required to declare, 'In our presence it was written, and in our presence it was signed', so she is required to declare, 'In my presence, etc.' [which shows that the rule refers to outside of Eretz Yisrael]. R. Ashi said: Our Mishnah also bears out [this view], since it says, **THE WIFE HERSELF MAY BRING HER GET, ONLY SHE IS REQUIRED TO SAY, etc.,** which shows that it refers to outside Eretz Yisrael.

Does then R. Joseph take the earlier clause [in the Mishnah]<sup>1</sup> and the later one<sup>2</sup> to refer to Eretz Yisrael, and the middle one<sup>3</sup> to outside Eretz [Yisrael]? — Yes; he refers the earlier and later clauses to Eretz Yisrael and the middle clause to outside. On what does he base this view [about the middle one]? — Because the Mishnah says, **WHY IS A GET DIFFERENT FROM [THE REPORT OF] DEATH? BECAUSE THE WRITING**

**AFFORDS PROOF**, and it does not say, 'the writing and the declaration<sup>4</sup> afford proof.'<sup>5</sup>

**THE WIFE HERSELF MAY ACT AS BEARER, etc.** Is not the wife divorced as soon as the Get comes into her hand?<sup>6</sup> — R. Huna said: This rule is for the case where he says to her, 'You will not be divorced by this [Get] except in the presence of such-and-such a *Beth Din*.' But all the same, when she comes there she is divorced?<sup>7</sup> — In fact, said R. Huna b. Manoah in the name of R. Aha the son of R. Ika: [the rule is for the case] where he says to her: When you come there, put it on the ground and take it up again.<sup>8</sup> If so, he as much as says to her: Take your Get from the floor, and has not Raba laid down that if he says, Take your Get from the floor, it is no divorce?<sup>9</sup> No. [The rule applies to the case] where he said to her, 'Be my agent for taking [the Get] till you come there, and when you come there be your own agent for receiving [it, and take it].'

But in this case the agent cannot return to [report to] the sender?<sup>10</sup> — He says to her: Be my agent for taking [the Get] till you come there, and when you come there appoint an agent for receiving [it].<sup>11</sup> — This is all very well on the view that a woman may appoint an agent to receive her Get from the agent of her husband, but on the view that a woman may not appoint an agent to receive her Get from the agent of her husband<sup>12</sup> what is to be said?<sup>13</sup> —

What is the reason for the latter view? That it shows a contempt for the husband;<sup>14</sup> and in this case the husband is [evidently] not particular.<sup>15</sup> This is a valid answer according to the view that such a proceeding is forbidden because it shows a contempt for the husband, but on the view that the reason is because of [the resemblance of this agent to] a courtyard which comes [into her possession] subsequently,<sup>16</sup> what are we to say? — He says to her: Be my agent for taking [the Get] till you come there, and when you come there appoint another agent for taking it<sup>17</sup> and [later] receive your Get

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from him. Or if you prefer I can say that he says to her: Be my agent for taking [it] till you come there, and when you come there declare in presence of the *Beth Din*, 'In my presence it was written and in my presence it was signed,' and [then] make the *Beth Din* an agent [for receiving] and they will give it to you.

## CHAPTER III

**MISHNAH.** ANY BILL OF DIVORCE WHICH IS NOT WRITTEN [EXPRESSLY] FOR THE WOMAN [FOR WHOM IT IS INTENDED] IS INVALID. FOR INSTANCE, IF A MAN PASSING THROUGH THE STREET HEARS THE VOICE OF A SCRIBE DICTATING<sup>18</sup> 'SO-AND-SO DIVORCES SO-AND-SO FROM SUCH AND SUCH A PLACE' AND HE SAYS 'THAT IS MY NAME AND THAT IS THE NAME OF MY WIFE, IT IS NOT A VALID [DOCUMENT] TO DIVORCE HIS WIFE WITH. MOREOVER: IF HE WROTE [A GET] TO DIVORCE HIS WIFE AND CHANGED HIS MIND AND A FELLOW-TOWNSMAN MET HIM AND SAID TO HIM, MY NAME IS THE SAME AS YOURS AND MY WIFE'S NAME THE SAME AS YOUR WIFE'S', IT IS NOT VALID [FOR THE SECOND] ONE TO DIVORCE HIS WIFE WITH.

1. Where it states a blind man is qualified to bring a Get.
2. Where a wife is declared competent to bring her own Get.
3. 'Even the women whose word, etc.'
4. Lit., 'mouth'.
5. [Because the clause refers to Eretz Yisrael no declaration is required. Abaye, on the other hand, may argue that there is no need to mention 'declaration' which is common to both Get and the report of death, since the latter too is accompanied by a 'declaration' made by the woman. (Rashi)].
6. What need has she then to bring it before the *Beth Din*?
7. And she is still not the same as a bearer who has to make the declaration.
8. Thus she is a bearer till she comes there and is divorced by the act of lifting the Get from the ground.
9. Because he must 'give' it to her.
10. Lit., 'the message has not returned to the owner'. Because meanwhile she has become a principal in the transaction and has ceased to

be an agent, whereas the law of agency requires that the agent should report to the principal that he has carried out his charge. V. *infra* 63b.

11. Here she never ceased being an agent and can well report to the husband, the sender.
12. V. 63b.
13. The wife should not be able to appoint an agent to receive the Get on her behalf from herself who is the agent of her husband.
14. As much as to say she considers it beneath her dignity to accept it in person from the agent appointed by her husband.
15. Since this procedure was at his express instructions.
16. [V. *supra* 21a. The courtyard might be treated as the husband's agent to take the Get to the wife and on coming into her possession it becomes her agent for receiving it; and should it be ruled that a woman may appoint an agent to receive her Get from the agent of her husband, we might be led to rule that a courtyard which comes into her possession subsequently confers possession. The fact, however, is that it does not, because a courtyard comes under the category of 'hand' (v. *loc. cit.*) and at the time when the husband placed the Get in the courtyard, not being hers, it could not be considered her 'hand'].
17. Her task as the husband's agent ceases at that moment and she can report back to her husband that she has discharged her mission.
18. Lit., 'causing (the pupils) to read;' to train them in drafting the formula of a Get.

## Gittin 24b

**MOREOVER: IF HE HAD TWO WIVES WITH THE SAME NAME AND WROTE A GET WITH WHICH TO DIVORCE THE ELDER, HE MUST NOT USE IT TO DIVORCE THE YOUNGER. MOREOVER: IF HE SAID TO THE SCRIBE,<sup>1</sup> WRITE AND I WILL DIVORCE WHICHEVER I CHOOSE,' IT IS NOT VALID TO DIVORCE THEREWITH EITHER.**

**GEMARA.** [The second clause of the Mishnah puts the case where] HE WROTE [A GET] TO DIVORCE HIS WIFE AND CHANGED HIS MIND. What then is the case put in the first clause? — R. Papa said: We are dealing there with scribes practicing [to write bills of divorce]. R. Ashi said: The language of the Mishnah bears this out, since it says

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'DICTATING' and not 'reading', which shows that R. Papa is right.

What is the point of the word **MOREOVER**? — The school of R. Ishmael taught: 'Not only is a Get invalid that has not been written for purposes of divorce [but for practice]. but also one that has been written for purposes of divorce [but not of this man's wife]; and not only is this [one invalid] that has not been written for the purposes of his divorce, but even the other one that has been written for the purposes of his divorce is invalid; and not only is this [one invalid] which has not been written for divorcing this [wife], but even the other one which has been written for divorcing this [wife] is invalid'.

What is the reason? — If [the Scripture] had written, 'he shall give a writ of divorce into her hand,' I should say that this excludes the first case [mentioned above] where [the Get is not written] for the purpose of effecting a divorce, but that if a husband writes [a Get] to divorce his wife and then changes his mind, seeing that the document is meant to effect a divorce I should say it is valid; therefore the Divine Law says, 'and he write'.<sup>2</sup> And if it had merely said and he write, I should have said that this excludes the case where he does not write [the Get] for her,<sup>3</sup> but if he has two wives [and writes for one or other of them] in which case he does [in a way] write for her, I should say that it is valid: therefore the text says, for her, that is to say, for her name. Why then is the last case specified?<sup>4</sup> — To show that there is no [such thing as] a retrospective decision.<sup>5</sup>

**IF HE WROTE A GET WITH WHICH TO DIVORCE THE ELDER, HE MUST NOT USE IT TO DIVORCE THE YOUNGER.** It is the younger only whom he must not divorce with it, but he may divorce with it the elder.<sup>6</sup> Raba said: This means to say that if there are two men named Joseph b. Simeon living in a town, either can claim from a third party on the strength of a bond [written in his name].<sup>7</sup>

Said Abaye to him: On your reasoning, from the first clause of the Mishnah which says that if a man says to another **MY NAME IS THE SAME AS YOURS** [and takes a Get from him]. **HE MAY NOT USE IT TO DIVORCE HIS WIFE**, I understand that it is the second only who may not use it but the first may; but how can this be seeing that it is laid down<sup>8</sup> [in reference to the case of two men named Joseph b. Simeon] that a third party cannot claim against either of them on the strength of the bond?<sup>2</sup>

The truth is that [in regard to the latter kind of Get written by one man and used by another] we say it is valid [if used by the first] only if there are witnesses to the delivery,<sup>10</sup> [the Mishnah] following R. Eleazar. So too [in regard to the former kind of Get where the two wives have the same name the Get is valid if given to the one for whom it was written] only if there are witnesses to the delivery, [the Mishnah following] R. Eleazar.<sup>11</sup>

Raba said: All the kinds [of Get mentioned in our Mishnah] disqualify [the woman named in them from living with her husband] if he is a priest,<sup>12</sup> except the first,<sup>13</sup> Samuel said that the first also disqualifies. Samuel applies here the principle which he had elsewhere laid down, that wherever the Rabbis have declared a Get invalid, it does not effect divorce but it does disqualify [the wife of a priest from living with him], and wherever they have declared a *Halizah*<sup>14</sup> invalid it does not release<sup>15</sup> [the sister-in-law] but it does disqualify her from [marrying] any of the brothers-in-law. In the West<sup>16</sup> they said in the name of R. Eleazar: [If the *Halizah* was performed with] the left hand or by night, it does not release [the woman] but it does disqualify her;<sup>17</sup>

1. [H], Librarius.
2. I.e., with intent to divorce.
3. For this particular wife.
4. Since this would seem to be included in the previous two.
5. Bererah, (v. [Glos.](#)).

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6. In spite of the danger of her being confused with the younger.
7. I.e., either can claim that he is the Joseph b. Simeon mentioned in the bond.
8. B.B., 172a.
9. Because he can plead that the other is meant. So here the husband can plead that another man of the same name wrote the Get.
10. And not merely to the signing.
11. [Where, however, there are witnesses to the signing only, the Get cannot be used to divorce therewith even the elder, and similarly in the case of two men named Joseph b. Simeon living in the same town neither can claim from a third party on the strength of a bond.]
12. The law being that a priest must not marry a divorced woman. Lev. XXI, 7.
13. Because it was never intended to be a Get.
14. V. [Glos.](#)
15. I.e., enable her to marry someone else.
16. Eretz Yisrael.
17. From marrying her brother. in-law.

## Gittin 25a

[if it was performed to] a minor or with a sock,<sup>1</sup> it does not release [the woman] but neither does it disqualify her. Ze'iri said: None of the kinds [of Get] mentioned disqualify the woman [from living with her husband if a priest] save the last.<sup>2</sup> So did Rab also lay down: None of these disqualify save the last. R. Johanan, however, said that even the last does not disqualify.<sup>3</sup> R. Johanan follows the principle he has enunciated elsewhere, since R. Assi said in the name of R. Johanan: If two brothers divide an inheritance, they are reckoned as having purchased each his share from the other,<sup>4</sup> and each restores his share to the other at the Jubilee.<sup>5</sup> And both statements [of R. Johanan] are necessary. For if I had only the statement about the Get to go by. I should say that in that case there can be no retrospective decision [as to which (wife) he meant] because we require the [Get to be written] for 'her', [namely] for the name [of the woman concerned], but there [in the case of an estate], the All Merciful said that it is a sale which has to be returned at the Jubilee but not an inheritance or a gift.<sup>6</sup>

If again I had only the Statement regarding the field to go by, I might say that he takes the stricter line,<sup>7</sup> or again that he thinks the property should revert to its original state,<sup>8</sup> but here [in the case of a Get] this does not apply.<sup>9</sup> [Hence both statements were] necessary.

R. Hoshaiah put a question to Rab Judah: If a man said to a scribe, Write [a Get] for whichever [of my wives] shall go out of doors first, what is the ruling? — He replied: We have learnt: **MOREOVER: IF HE SAID TO THE SCRIBE, WRITE AND I WILL DIVORCE WHICHEVER I CHOOSE, IT IS NOT VALID TO DIVORCE THEREWITH [EITHER].** We infer from this that there is no such thing as a retrospective decision. [R. Hoshaiah] raised an objection [against this from the following passage]: If a man says to his sons, 'I am going to kill the paschal lamb for whichever of you will first enter Jerusalem',<sup>10</sup> as soon as the first of them enters with his head and the greater part of his body. he becomes entitled to his portion<sup>11</sup> and makes his brothers entitled to their portions along with him.<sup>12</sup> —

He replied: Hoshaiah, my son, what has the Paschal lamb to do with bills of divorce? In this connection it has been recorded that R. Johanan said that the reason is to make them eager to perform the mizwoth.<sup>13</sup> This is also indicated [by the language of the passage itself], which states, as soon as the first has entered with his head and the greater part of his body, he becomes entitled to his portion and makes his brothers entitled to theirs along with him.' If now you say that the father mentally reckoned them all as of his company<sup>14</sup> from the first, this is intelligible. But if you say that he did not so reckon them, can they be counted in after the lamb is killed? Have we not learnt: 'Persons can be counted in to a company and withdraw until the lamb is killed [but not after].'<sup>15</sup> It has also been taught to the same effect: It happened once that the daughters came before the sons. the former showing themselves diligent and the latter slack.<sup>16</sup>

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Abaye said: [R. Hoshaiah] questioned him [Rab Judah] with reference to the case where he leaves the choice to another,<sup>17</sup> and Rab Judah answers him by citing the case where he retains the choice in his own hands, and then R. Hoshaiah raises an objection from the case where he leaves the choice to others again! —

Said Raba: What is the difficulty? Perhaps according to the authority who says there is [such a thing as] retrospective decision, it makes no difference whether he leaves the choice to another or retains it in his own hand; in either case he holds there is retrospective decision; whereas according to the authority who says there is no [such thing as] retrospective decision it makes no difference whether he keeps the choice in his own hand or leaves it to others: in either case he holds there is no retrospective decision.

Said R. Mesharsheya to Raba: But is there not R. Judah, who holds that when the man keeps the choice in his own hands we do not decide retrospectively but when he leaves the choice to others he holds that we do decide retrospectively? That [R. Judah] holds that he is permitted to decide retrospectively when he keeps the choice in his own hands [is shown by the following Baraitha]. For it was taught: If a man buys wine from the Cutheans, he can say. 'Two logs which I intend to set aside [from each hundred] are to be the priest's due,<sup>18</sup> ten [logs] the first tithe;<sup>19</sup> and nine [logs]<sup>20</sup> the second tithe,'<sup>21</sup>

1. Or 'a shoe made of felt'.
2. Because we say that possibly there is such a thing as a retrospective decision, and therefore this Get has a certain validity.
3. Since there certainly is no such thing as retrospective decision.
4. [For the portion chosen by each brother for himself could not be considered as having retrospectively become the very inheritance designated for him, because he does not uphold Bererah, v. B.K.. (Sonc. ed.) P. 399 and notes.]
5. In accordance with Lev. XXV, 13.
6. And therefore we may say retrospectively that each son took the part which the father intended.

7. I.e., his reason for deciding as he did was because he was not absolutely certain that there is retrospective decision, and so he wished to be on the safe side.
8. Where the estate belonged to the person in spite of the fact that normally there is retrospective decision.
9. And we have to say that his reason is because there is no such thing as retrospective decision.
10. I.e., as assumed at present he alone shall have a real right to a portion in it.
11. From which we should infer that the father selects him retrospectively.
12. Pes. 89a.
13. Precepts. The father never had any intention of making the first entry into Jerusalem determine the title to the Paschal lamb.
14. The company which was to eat that particular lamb. V. Ex. XII, 4: According to every man's eating ye shall make your count for the lamb.
15. Pes. ibid.
16. But it does not say that the sons were not reckoned in, which proves that the father originally counted all his sons in.
17. I.e., the husband leaves the choice to the woman who will first go out of doors.
18. The amount of the *Terumah* is not specified in the Scripture, but the Rabbis considered two parts in a hundred a fair proportion.
19. For the Levites, v. Num. XVIII, 21.
20. From the remaining ninety.
21. To be consumed in Jerusalem. V. Deut. XIV, 22ff.

## Gittin 25b

and he then begins<sup>1</sup> to drink from it at once. This is the ruling of R. Meir. R. Judah and R. Jose and R. Simeon, however, prohibit [him from doing so].<sup>2</sup> That [according to R. Judah] we do decide retrospectively where he leaves the choice to others [is shown by the following Mishnah].<sup>3</sup> For we learnt: 'What is the status of the woman [who has received a conditional Get<sup>4</sup> from a sick husband] during those days [between the giving of the Get and his death]? R. Judah says that she is a married woman in every respect,<sup>5</sup> and yet when the husband dies the Get takes effect.'<sup>6</sup>

R. Mesharsheya said further to Raba: There is also R. Simeon who holds that when the man keeps the choice in his own hands we do not decide retrospectively, but when he leaves

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the choice to others he holds that we do. That according to R. Simeon we do not decide retrospectively when he keeps the choice in his own hands [is shown] by [the teaching] just quoted. That [according to him] where he leaves the choice to others we do so decide is shown by the following [teaching]: [If a man says to a woman], I betroth thee by means of this intercourse<sup>2</sup> on condition that thy father consents, even if the father does not consent she is betrothed. R. Simeon b. Judah said in the name of R. Simeon that if the father consents she is betrothed,

1. v. Tosaf. s.v.
2. Which shows that he cannot decide retrospectively. (For fuller notes v. B.K. (Sonc. ed.) p. 399.)
3. *Infra* 83b.
4. I.e., if he says to her, 'This shall be thy Get from now if I die.' V. *infra* 72a.
5. And therefore if the husband is a priest she may eat *Terumah*.
6. Hence when God, to whom he has left the choice, decides that he should die, it is decided retrospectively that she was divorced from the moment he gave her the Get.
7. This being one of the methods of affiancing; v. Kid. ad. init.

## Gittin 26a

and if not she is not betrothed.<sup>1</sup> — Raba answered him: Both according to R. Judah and according to R. Simeon, it makes no difference whether he keeps the choice in his own hands or leaves it to another: in either case we do decide retrospectively. There [in the case of the Cuthean wine], however, the reason [for their prohibiting] is as given [in the Mishnah quoted]: 'They said to R. Meir, Do you not admit that if the wine-skin should burst [and the wine be spilt]<sup>2</sup> the man would be found to have drunk wine which had not been freed for ordinary use? He answered them: Wait till it does burst.'<sup>3</sup>

**MISHNAH.** IF [A SCRIBE] WRITES OUT FORMULAS OF BILLS OF DIVORCE<sup>4</sup> HE MUST LEAVE BLANK SPACES FOR THE NAME OF THE MAN AND THE NAME OF THE WOMAN AND THE DATE. [IF HE

WRITES FORMULAS OF] BONDS OF INDEBTEDNESS HE MUST LEAVE BLANK SPACES FOR THE NAME OF THE LENDER, THE NAME OF THE BORROWER, THE AMOUNT LENT AND THE DATE. [IF HE WRITES] FORMS OF CONTRACTS OF SALE HE MUST LEAVE BLANK SPACES FOR THE NAME OF THE VENDOR, THE NAME OF THE PURCHASER, THE PURCHASE MONEY, THE PROPERTY AND THE DATE, TO PREVENT HARD SHIP.<sup>5</sup> R. JUDAH DECLARES ALL SUCH [FORMULAS] INVALID [EVEN IF THE BLANKS HAVE BEEN LEFT]. R. ELEAZAR DECLARES ALL OF THEM VALID [IF THE BLANKS HAVE BEEN LEFT] EXCEPT WRITS OF DIVORCE, BECAUSE SCRIPTURE SAYS, HE SHALL WRITE FOR HER, WHICH MEANS, EXPRESSLY FOR HER.

**GEMARA.** Rab Judah said in the name of Samuel: [The scribe] must also leave space for the words. 'You are permitted to [marry] any man.'<sup>6</sup> And [the Mishnah] follows R. Eleazar who said that the witnesses to delivery make [the Get] effective and the [Get] must [consequently]<sup>7</sup> be written expressly for the woman concerned. And it was necessary [for Samuel to tell us here that the Mishnah follows R. Eleazar although he has already twice told us so]. For if he had only told us so on the first occasion,<sup>8</sup> [I might think that the reason why we interpret] that [Mishnah] so as to make it agree with R. Eleazar is to reconcile the contradiction between the first statement of the Mishnah, '[A Get] must not be written', etc. and the second, 'If it was written [on something attached to the soil it is valid],' but [all the same] in connection with the next [Mishnah]<sup>9</sup> where it also says that a Get is made effective only by the signatures attached to it, I might think that [the Mishnah is there] following R. Meir who said that the witnesses to the signatures make [the Get] effective<sup>10</sup> [unless Samuel told us the contrary].

If again Samuel had only told us there [that the Mishnah] follows R. Eleazar, [I might think that that is because] there also it is possible to interpret [the Mishnah] in this

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way, but here [in speaking of the scribe who writes out formulas] since the last [ruling] given is that of R. Eleazar, I should say that the first [ruling, 'If a scribe writes our formulas of bills of divorce, etc.'] is not that of R. Eleazar.<sup>11</sup> Therefore [Samuel] had to tell us this also.<sup>12</sup>

**TO PREVENT HARDSHIP.** Hardship to whom? — R. Jonathan said: Hardship to the scribe, [the Mishnah] following R. Eleazar who said that the witnesses to delivery make [the Get] effective. By rights therefore it should not be permitted to write [beforehand] even the formula of the Get, but to make matters easier for the scribes the Rabbis allowed it.

**R. JUDAH DECLARED THEM ALL INVALID:** he forbade the formulas for fear that the substantive part might also be written in and [he forbade the scribes to write] the formulas of bonds of indebtedness for fear [that they might also write] the formulas of bills of divorce.

**R. ELEAZAR DECLARED ALL OF THEM VALID EXCEPT BILLS OF DIVORCE:** he forbade the formulas for fear that the substantive part might also be written, but he did not forbid the writing of bonds out of fear [that it might lead to the writing] of bills of divorce.

**BECAUSE SCRIPTURE SAYS, 'HE SHALL WRITE FOR HER.'** Rut do not the words 'for her' in the text refer to the substantive part of the Get? — Explain [R. Eleazar's reason thus]: Because it is written 'he shall write for her', which means 'expressly for her', [therefore we forbid the writing of the form for fear it may lead to the writing of the substantive part].

1. Keth. 73b. Which shows that we do decide retrospectively where he leaves the choice to others.
2. So that it will no longer be possible to set aside the various dues.

3. Lit., 'when it does burst'. I.e., the danger is remote and there is no need to provide against it.
4. In order to have them ready at hand whenever the
5. Lit., 'on account of the Takkanah (adjustment)': an expression used in connection with regulations laid down by the Rabbis without Scriptural warrant to prevent abuses or for the smoother working of social relations. The question what hardship is meant is discussed in the Gemara.
6. Because this is also an essential part of the Get.
7. V. *supra* 23a.
8. *Supra* 21b, in connection with the Mishnah 'A Get must not be written on something attached to the soil'.
9. 'All persons are qualified to write a Get,' *supra* 22b.
10. And there is no need to leave a blank space for the substantive part.
11. And there is no need to leave a blank space for 'You are permitted, etc.', except for the names, for the reason given *infra*.
12. That the first ruling too follows R. Eleazar, he being represented by two varying opinions.

## Gittin 26b

Does not R. Eleazar here contradict himself?<sup>1</sup> — Two Tannaim report R. Eleazar differently.

R. Shabbathai said in the name of R. Hezekiah: [The words **TO PREVENT HARDSHIP**] mean 'to prevent quarrelling', [the Mishnah] following R. Meir who said that the signatures of the witnesses make [the Get] effective. and by rights it should be permitted to the scribe to write [beforehand] even the substantive part, but in that case it might happen that a woman might hear a scribe [reading over] what he had written and she might think that her husband had told him to write and so fall out with him.

R. Hisda said in the name of Abimi: It is for the relief of deserted wives. Some say [that this interpretation] follows R. Meir, and some say that it follows R. Eleazar. Some say it follows R. Meir who held that the witnesses to the signatures make [the Get] effective, and therefore by rights it is permissible to

## GITTIN – 2a-48a

put in beforehand even the substantive part of the Get, only it may happen sometimes that a husband falls out with his wife and in a passion throws her [the Get] and then makes her remain a deserted wife.<sup>2</sup> Some again say it follows R. Eleazar who held that the witnesses to delivery make [the Get] effective, and therefore by rights even the formula [of the Get] should not be written beforehand,<sup>3</sup> only it may happen sometimes that the man wants to go abroad and does not find a scribe ready and so he leaves her [without giving her the Get] and thus makes her a deserted wife [if he is lost].<sup>4</sup>

**AND FOR THE DATE.** The Mishnah makes no distinction between [a Get which dissolves] a marriage and [a Get which dissolves] a betrothal. In the case of [a Get which dissolves] a marriage this is a proper [regulation], whether on the view [that the date is required] to prevent a man shielding his sister's daughter or on the view that [it is required] on account of the usufruct.<sup>5</sup> In [a Get which dissolves] a betrothal, however, the regulation certainly is reasonable on the view that the date is required to prevent a man shielding his sister's daughter, but on the view that it is required on account of the usufruct — does the law of usufruct apply to a betrothed woman?<sup>6</sup> —

R. Amram said: I heard a certain remark from 'Ulla, who said 'it is to safeguard the interest of the child', and I did not know what he meant. [I discovered it, however], when I came across the following statement:<sup>7</sup> If a man says, 'Write a Get for my fiancée, I will divorce her with it after I marry her,' it is no Get. And commenting on this 'Ulla said: What is the reason? Because people may say that her Get came [before] her child.<sup>8</sup> So here, [the date has to be put in] lest people should say that her Get [came] before her child.

R. Zera said in the name of R. Abba b. Shila who said it in the name of R. Hamnuna the Elder who had it from R. Adda b. Ahaba who had it from Rab: The *Halachah* follows the

ruling of R. Eleazar.<sup>9</sup> Rab designated R. Eleazar 'the happiest of the wise men.' Does then the [*Halachah*] follow him in regard to other documents also?<sup>10</sup> Has not R. Papi said in the name of Raba: If an authentication of the *Beth Din*<sup>11</sup> is written before the witnesses have testified to their signatures, it is invalid? The reason is that it seems to contain a falsehood.<sup>12</sup>

So here, the documents seem to contain a falsehood? — This is no objection, as shown by the statement of R. Nahman, who said: R. Meir used to say that even if a man found [a Get] on a rubbish heap and had it signed and delivered to the wife, it is valid. And even the Rabbis do not differ from R. Meir save in regard to writs of divorce, which have to be written with 'special intention', but not in regard to other documents, since R. Assi said in the name of R. Johanan: If a man gives a bond for a loan and repays the loan [on the same day], he may not use the same bond for another loan because the obligation contained in it is already cancelled. The reason is that the obligation contained in it is cancelled, but the fact that it may appear to contain a falsehood<sup>13</sup> is of no concern.

1. By laying down in the first clause of this Mishnah that the formulas may be written and in the second that they may not.
2. Because since the Get is written but not signed she is neither divorced nor married.
3. For fear that it may lead to the writing of the substantive part.
4. Because according to Jewish law death cannot be presumed.
5. V. *supra* 17a.
6. There are no provisions entitling the bridegroom to the usufruct of his bride's property.
7. Yeb. 52a.
8. I.e., that she was divorced while still only affianced, and that therefore her child was born out of wedlock.
9. That even the formula of the Get may not be written beforehand.
10. The formulas of which he allows to be written out beforehand.
11. Certifying that the signatures to such-and-such a document are genuine.

# GITTIN – 2a-48a

12. Since it runs: 'While we sat as a court of three there came before us So-and-so who testified to their signatures, etc.'
13. In not being written originally for the loan which is now being contracted.

## Gittin 27a

**MISHNAH.** IF THE BEARER OF A GET LOSES IT. ON THE WAY, IF HE FINDS IT AGAIN IMMEDIATELY IT IS VALID, AND IF NOT IT IS NOT VALID.<sup>1</sup> IF HE FINDS IT IN A HAFISAH OR IN A DELUSKAMA<sup>2</sup> OR<sup>3</sup> IF HE RECOGNIZES IT, IT IS VALID.

**GEMARA.** Is there not a contradiction [between this Mishnah and the following]:<sup>4</sup> 'If a man finds bills of divorcement of wives or of emancipation of slaves or wills or deeds of gift or receipts, he should not deliver them,<sup>5</sup> for I say that after they were written [the writer] changed his mind and decided not to give them'. I infer from this, do I not, that if he had said 'Give them,<sup>6</sup> they are to be given, even if a long interval had elapsed?—

Rabbah replied: There is no difficulty. Here [in our Mishnah the reference] is to a place where caravans pass frequently, there [the other] to a place where caravans do not frequently pass.<sup>7</sup> And even in a place where caravans frequently pass, [the Get is invalid] only if there are presumed to be two men named Simon ben Joseph in the same town. For if you do not [understand Rabbah thus], then there is a contradiction between this statement of Rabbah and another of his.

For a Get was once found in the *Beth Din* of R. Huna in which was written, 'In Shawire, a place by the canal Rakis', and R. Huna said: The fear that there may be two Shawires is to be taken into account;<sup>8</sup> and R. Hisda said to Rabbah: Go and look it up carefully, because to-night R. Huna will ask you about it, and he went and looked up and found that we had learnt [in a Mishnah]: 'Any document which has passed through a *Beth Din* is to be returned'.<sup>9</sup> Now the *Beth Din* of R. Huna was on a par with a place where caravans pass

frequently, and Rabbah decided that the document should be delivered. From this we conclude that if there are known to be two men named Simon ben Joseph in the town it is [not to be returned], but otherwise it is.<sup>10</sup> In the case of a Get which was found 'among the flax' in Pumbeditha, Rabbah acted according to the rule just laid down.<sup>11</sup> Some say it was found in the place where flax was soaked, and although there were two persons of the same name known to be in the place, he ordered it to be returned because it was not a place where caravans passed frequently. Some again say that it was the place where flax was sold, and there were not two persons of the same name known to be there though caravans did pass frequently.

R. Zera pointed to a contradiction between the Mishnah and the following Baraita, and also resolved it. We learn here: IF THE BEARER OF A GET LOSES IT ON THE WAY AND FINDS IT AGAIN IMMEDIATELY, IT IS VALID, AND IF NOT IT IS NOT VALID. This seems to contradict the following: If a man finds a bill of divorce in the street, if the husband acknowledges it he should deliver it to the woman, but if the husband does not acknowledge it he should give it neither to one nor to the other.<sup>12</sup> It says here at any rate

1. Because perhaps it is not the same one but another with the same names.
2. Names of receptacles, explained *infra* 28a.
3. V. Rashi.
4. B.M. 18a. For fuller notes on this whole section, v. B.M. (Sonc. ed.) pp. 110-115.
5. Either to the writer or the recipient.
6. As in the case of a Get sent by a bearer.
7. And therefore other documents containing the same names may also have been dropped.
8. And therefore the claimant may not be the person who dropped the Get and it is not to be delivered.
9. Because if the writer had not meant it to be delivered, he would not have brought it to the *Beth Din* to be confirmed.
10. Because two men of the same name were not known to be in that town.
11. That the Get is to be delivered unless there are two reasons — of the place and of the name — to the contrary.
12. B.M. 18b.

# GITTIN – 2a-48a

## Gittin 27b

that when the husband acknowledges it he should give it to the woman, even if a long time has elapsed? —

R. Zera answered himself by saying that [in the Mishnah] here we speak of a place where caravans pass frequently and there [the other passage] of a place where caravans do not pass frequently. Some add [in quoting the answer of R. Zera]: And even [the Mishnah says] it should not be delivered only if there are presumed to be two men of the same name, which is the view of Rabbah. Some again report R. Zera as having said 'even though there are not presumed, etc., he should not deliver,' and so as differing from Rabbah.

We can understand why Rabbah did not raise the difficulty in the form in which it was raised by R. Zera: he thought there was more force in opposing one Mishnah to another.<sup>1</sup> But why did not R. Zera raise it in the form in which it was raised by Rabbah? — R. Zera might answer: Does the [other Mishnah] state, 'If the husband has said, Give, it is to be given even after the lapse of some time'?<sup>2</sup> possibly what it means is that if he has said 'give' it is given only in the recognized way, i.e. immediately.<sup>3</sup> R. Jeremiah said: [The Get is delivered after a lapse of time only] if, for instance, the witnesses say, 'We have never signed more than one Get in the name of Joseph ben Simeon.'

If that is so, what does [the Mishnah] tell us? — You might think that we [still do not declare the Get valid] for fear that the name may happen to be the same and the witnesses may happen to be the same. Now we know [that we disregard this possibility]. R. Ashi said: [The Get is delivered after a lapse of time only] if the bearer can say, 'there is a hole at the side of such-and-such a letter,' which is a precise distinguishing mark. And that is, provided he says, 'at the side of such-and-such a letter', which is a precise distinguishing mark, and not simply 'a hole'.

[R. Ashi ruled thus] because he was not certain if the rule about distinguishing marks<sup>4</sup> is derived from the Torah or was laid down by the Rabbis [on their own authority].<sup>5</sup>

Rabbah b. Bar Hanah lost a Get in the *Beth Hamidrash*. He said [to the *Beth Din*]: If you want a distinguishing mark, I can give one, and if you want me to recognize it by sight, I can do so. They gave it back to him. He said: I do not know if they gave it back because I was able to give a distinguishing mark,<sup>6</sup> and they thought that the rule about such marks<sup>7</sup> was derived from the Torah, or because I was able to recognize it by sight. And for this only a Talmudic student would be trusted, but not any ordinary person.

AND IF NOT IT IS NOT VALID. Our Rabbis have taught: What is it that we call 'not immediately'? R. Nathan says: If he has allowed an interval to elapse long enough for a caravan to pass by and encamp. R. Simeon b. Eleazar says: [It is called 'immediately'] so long as someone stands there and sees that no-one passes there; some say, that no-one has stopped there. Rabbi says: [If he waits long enough] for the Get to be written. R. Isaac says: Long enough to read it. According to others, to write and to read it. Even if a considerable time did elapse, if there are [precise] distinguishing marks they are taken as evidence, e.g., if the bearer says that there is a hole at the side of such-and-such a letter. The general characteristics [of the Get], however, are no evidence, e.g., if he said that it was long or short. If the bearer found it tied up in a purse, a bag, or a ring,

1. Viz., our Mishnah and the Mishnah from Baba Mezi'a.
2. This being the assumption made above.
3. Hence there is no contradiction in the Mishnah from Baba Mezi'a, and therefore R. Zera raised the difficulty from a Baraita.
4. That a claimant to a lost article could make good his claim by mentioning a sign, and had not necessarily to bring witnesses.
5. I.e., if the Torah required witnesses and the Rabbis dispensed with this on their own authority, in the case of a Get, in view of the

# GITTIN – 2a-48a

grave implications involved, a very clear mark would be required.

6. Though it was not a precise mark.
7. That it was sufficient for a claimant to give a sign, and therefore even a Get should be restored.

## Gittin 28a

or among his clothes, even after a considerable time, it is valid.

It has been stated: Rab Judah said in the name of Samuel: The *Halachah* is that [the found Get is valid] if no-one has stopped there, whereas Rabbah b. Bar Hanah said the *Halachah* is [that it is valid] if no-one has passed by there. Why does not Rab Judah say that the *Halachah* follows [this] Master,<sup>1</sup> and Rabbah b. Bar Hanah say that it follows [the other] Master?<sup>2</sup> — Because there is another reading which reverses the names.<sup>3</sup>

IN A HAFISAH OR A DELUSKAMA. What is a Hafisah? — Rabbah b. Bar Hanah says: A small pouch. What is a Deluskama? — The kind of box used by old men.<sup>4</sup>

**MISHNAH.** IF, WHEN THE BEARER OF A GET LEFT, THE HUSBAND WAS AN OLD MAN OR SICK, HE SHOULD YET DELIVER IT TO THE WIFE ON THE PRESUMPTION THAT HE IS STILL ALIVE. IF THE DAUGHTER OF AN ORDINARY ISRAELITE<sup>5</sup> IS MARRIED TO A PRIEST AND HER HUSBAND GOES ABROAD, SHE GOES ON EATING OF THE *TERUMAH* ON THE PRESUMPTION THAT HE IS STILL ALIVE.<sup>6</sup> IF A MAN SENDS A SIN-OFFERING FROM ABROAD IT IS SACRIFICED ON THE ALTAR ON THE PRESUMPTION THAT HE IS STILL ALIVE.<sup>7</sup>

**GEMARA.** Raba said: [This Mishnah] speaks only of an old man who has not reached the years of 'strength'<sup>8</sup> and of a man who is just ill, because most invalids recover, but not if he has attained 'years of strength' or was in a dying condition, because most persons in a dying condition die. Against this [opinion] Abaye raised the following objection: 'If when the bearer left the husband was old,

even a hundred years old, he yet gives it to the wife on the presumption that he is alive.' This is a refutation. I might, however, still answer that if a man reaches such an age he is altogether exceptional.<sup>9</sup>

Abaye pointed out to Rabbah a contradiction. We learn: IF, WHEN THE BEARER LEFT, THE HUSBAND WAS OLD OR SICK, HE SHOULD YET DELIVER IT TO THE WIFE ON THE PRESUMPTION THAT HE IS STILL ALIVE. This seems to contradict the following [Baraitha]: 'If a priest said to his wife, "Here is thy Get [to come into force] an hour before my death",<sup>10</sup> she is forbidden to eat the priestly dues immediately'?<sup>11</sup> —

He replied: Do you compare *Terumah* with bills of divorce? To *Terumah* there is an alternative,<sup>12</sup> but to the Get there is no alternative.<sup>13</sup> Why not oppose two statements regarding *Terumah* itself? For we learn here: IF THE DAUGHTER OF AN ORDINARY ISRAELITE IS MARRIED TO A PRIEST AND HER HUSBAND GOES ABROAD, SHE GOES ON EATING THE *TERUMAH* DUES ON THE PRESUMPTION THAT HE IS STILL ALIVE. Does not this contradict the following [Baraitha]: 'If a Priest says to his [non-priestly] wife, "Here is thy Get [to come into force] an hour before my death", she is forbidden to eat the *Terumah* immediately'? —

R. Adda the son of R. Isaac answered: There the case is different, because he prohibited her to himself one hour before his death.<sup>14</sup> R. Papa strongly demurred to this, saying: How do you know that he will die first? Perhaps she will die first?<sup>15</sup> In fact, said Abaye. the solution of the contradiction is that the one passage follows R. Meir who disregards the chance of dying, and the other follows R. Judah who takes this chance into account, as we have learnt:<sup>16</sup> If a man buys wine from the Cutheans, he can say, Two logs which I intend to set aside are to be reckoned as *Terumah* [on a hundred], ten logs as first tithe, and nine logs as second tithe, and then

# GITTIN – 2a-48a

begin to drink at once. This is the view of R. Meir. R. Judah, R. Jose and R. Simeon forbid him to do this.<sup>17</sup> Raba said:

1. The opinion assigned to 'some say'; *supra*.
2. The opinion assigned to R. Simeon, *supra*.
3. The opinions assigned to R. Simeon and 'some say'.
4. To keep documents in. [The word is also frequently spelt *Geluska*, probably from [G] receptacle.]
5. One who is not a Kohen.
6. Although if a widow she would not be allowed to eat *Terumah* (v. [Glos.](#)).
7. Although if he is dead the animal should not be sacrificed.
8. I.e., eighty years, in allusion to Ps. XC, 10.
9. And may go on living.
10. [Lit., 'his death', a euphemism. V. Tosef. Git. IV (Zuckemandel p. 330), where some texts read 'my death'.]
11. As we fear at every moment that he will die within the next hour.
12. I.e., she can eat other food.
13. There is no alternative way of saving her from becoming a 'deserted wife'.
14. But his chance of dying does not enter into consideration.
15. I.e., we have to take the chance of his dying into consideration, as otherwise it would not be a Get.
16. V. *Supra* 25a.
17. Because they take into account the chance of the skin bursting, whereas R. Meir does not.

## Gittin 28b

We disregard the chance of his having died,<sup>1</sup> but take into account the chance that he may die.<sup>2</sup> Said R. Adda b. Mattena to Raba: What of the wine-skin [in the case of the *Terumah*, the chance of which breaking is] like the chance that the man may die<sup>3</sup> and yet the authorities differ in regard to it?<sup>4</sup> — Said R. Judah from Diskarta:<sup>5</sup> A wine-skin is different, because it can be handed over to someone to keep. R. Mesharsheya strongly objected to this, saying: Your security himself requires a security.<sup>6</sup> — In fact, said Raba, the chance that he has died we do not take into account:<sup>7</sup> whether we take into account the chance that he may die is a question on which Tannaim differ.<sup>8</sup>

IF A PERSON SENDS A SIN-OFFERING FROM ABROAD, etc. But is not laying-on of hands required?<sup>9</sup> R. Joseph replied that [the Mishnah refers] to an offering sent by a woman,<sup>10</sup> R. Papa said that it refers to the sin-offering of a bird.<sup>11</sup>

[All three clauses in the Mishnah] are necessary. For if the rule [that the person in question is presumed to be alive] were stated merely in regard to a Get, I should say the reason is because there is no alternative,<sup>12</sup> but in the case of *Terumah* where there is an alternative, it does not apply. And if the rule had been stated with regard to *Terumah*, I should say that the reason is because sometimes there is no alternative,<sup>13</sup> but in the case of the sin-offering of the bird I should say that, as there is a doubt [whether the person who sent it is still alive], we should not [take the risk of] bringing profane things into the Temple court. Hence [all three clauses] are necessary.

**MISHNAH.** THREE STATEMENTS WERE MADE BY R. ELEAZAR B. PERATA BEFORE THE SAGES, WHO FORMALLY APPROVED OF THEM. [HE SAID] THAT [PEOPLE IN] A BESIEGED TOWN, [PEOPLE] IN A SHIP STORM-TOSSED AT SEA, AND A MAN WHO HAS BEEN BROUGHT TO COURT TO BE TRIED [FOR HIS LIFE] ARE PRESUMED TO BE ALIVE [SO LONG AS THEY ARE NOT KNOWN TO BE DEAD]. [PEOPLE, HOWEVER,] IN A BESIEGED TOWN WHICH HAS BEEN CAPTURED OR [IN] A SHIP WHICH HAS BEEN LOST AT SEA OR A MAN WHO HAS BEEN LED OUT TO EXECUTION ARE PRESUMED TO BE EITHER ALIVE OR DEAD ACCORDING TO WHICHEVER VIEW ENTAILS THE GREATER RIGOUR. [HENCE] THE DAUGHTER OF AN ORDINARY ISRAELITE WHO HAS MARRIED A PRIEST OR THE DAUGHTER OF A PRIEST WHO HAS MARRIED AN ORDINARY ISRAELITE MAY NOT EAT OF THE *TERUMAH* [IF THE HUSBAND HAS DISAPPEARED IN THIS WAY].<sup>14</sup>

# GITTIN – 2a-48a

**GEMARA.** R. Joseph said: This rule [with regard to a man led out to execution] applies only to Israelite courts,<sup>15</sup> but in the case of a heathen court once he is condemned to execution, [there is no question that] he is executed.<sup>16</sup> Said Abaye to him: Do not the heathen courts sometimes take a bribe? — He replied: If they do, it is only before the writ is signed with the words Pursi Shanmag,<sup>17</sup> but after it has been signed Pursi Shanmag they will not take a bribe.

An objection was raised [from the following]: 'Whenever two persons come forward and say, We testify against So-and-so that he was condemned to death in such-and-such a *Beth Din*, So-and-so and So-and-so being the witnesses against him, such a man has to be put to death?'<sup>18</sup> — Perhaps [a condemned person] who escapes is different.<sup>19</sup> Come and hear: If he heard [a report] from an Israelite court that So-and-so died or was put to death, they allow his wife to marry again [If, however, the report came] from heathen<sup>20</sup> jailers that he died or was put to death, they do not allow his wife to marry again.

Now what is meant here by 'died' and 'put to death'? Shall I say these terms are to be taken literally? Then why in the case of heathens is the wife not allowed to marry again, seeing that it is a recognized principle that [the word of] a heathen speaking without ulterior motive<sup>21</sup> is to be accepted [in questions relating to marriage]?<sup>22</sup> I must therefore understand the words 'died' and 'put to death' in the sense of 'Taken out to die'<sup>23</sup> or 'to be put to death'; and yet it states [that if the report comes] from an Israelite court they do allow the wife to marry again?<sup>24</sup> —

[The passage quoted means] really 'died' and really 'put to death', and as for your question why in such a case [if the report comes] from a heathen court is she not allowed to marry again, seeing that it is a recognized principle with us that [the word of] a heathen speaking without ulterior motive is to be accepted, [the answer is that] this applies only to a matter in

which they themselves have not participated,<sup>25</sup> but where the matter is one in which they themselves have participated, they are prone to indulge in falsehood.<sup>26</sup>

[The following is] another version [of the above passage]. R. Joseph said: This rule applies only to heathen courts,

1. Before the bearer delivers the Get, as in the former case.
2. At any moment, as in the latter case where he gives her the divorce to come into force an hour before his death.
3. Referring as it does to a contingency of the future.
4. R. Meir not taking this chance into account.
5. Deskarah, N.E. of Baghdad.
6. I.e. perhaps the other person will also neglect to look after the wine-skin.
7. So that our Mishnah agrees with all.
8. R. Meir and R. Simeon, and the Baraitha will represent the view of R. Simeon.
9. According to Lev. I, 4: And he (the bringer of the sacrifice) shall lay his hands on the head of the sin. offering.
10. Who was not required to lay on hands, v. Kid. 36a.
11. Which did not require laying-on of hands. V. Lev. I, 14.
12. V. *supra*. p. 112, n. 7.
13. E.g., if she is very poor.
14. In the former case we presume the husband to be dead, in the latter, to be alive.
15. Because new evidence may come to light and he may be tried again and acquitted. V. Sanh. 42b.
16. And therefore we do not presume him to be alive for any purposes.
17. According to Jastrow Puris Nameh, Persian for 'investigation paper', 'verdict'.
18. Which seems to show that after condemnation by an Israelite court we do not assume the possibility that he might have subsequently been acquitted as a result of new evidence; v. Mak. 7a.
19. The passage speaks of one who escaped justice. His flight is a proof of his guilt.
20. [H] cf. Lat. commentariensis, registrars of prisoners, jailers (Jast.).
21. Lit., 'talking in his simplicity'.
22. And therefore we regard the first husband as dead.
23. [By some means other than the four prescribed deaths, v. Sanh. 81b; or in the case of a heathen court, by casting into a furnace, (Rashi)].

# GITTIN – 2a-48a

24. Which seems to contradict the Mishnah as interpreted by R. Joseph.
25. And which therefore they cannot boast about.
26. E.g., that their Court has executed a Jew, though they have not actually seen the execution. [This reading follows Rashi, cur. edd.: to hold firm to their falsehood.]

## Gittin 29a

but in the case of an Israelite court once it condemns him to execution he is executed. Said Abaye to him: In an Israelite court also it is possible that some circumstance may be found in his favor [after his condemnation]? — Such a circumstance happens before the sentence is pronounced; after the sentence is pronounced it does not happen.<sup>1</sup> May we say that this view is supported by the following: Whenever two persons come forward and say. We testify against So-and-so that he was condemned to death in such-and-such a *Beth Din*, So-and-so and So-and-so being witnesses against him, such a man has to be put to death'? — Perhaps a condemned man who has escaped is different.

Come and hear: If he heard [a report] from an Israelite court that So-and-so died or was put to death, they allow his wife to marry again. [If, however, the report came], from a heathen court that he died or was put to death, they do not allow his wife to marry again. Now what is meant here by 'died' and 'put to death'? Shall I say these terms are to be taken literally? Then why in the case of a heathen court is the wife not allowed to marry again, seeing that it is a recognized principle that [the word of] a heathen speaking without ulterior motive is to be accepted [in questions relating to marriage]? I must therefore understand the words 'died' and 'put to death' in the sense of 'taken out to die' or 'to be put to death'; and yet it states [that if the report comes] from an Israelite court they do allow the wife to marry again!<sup>2</sup>

[The passage means] really 'died' and really 'put to death',<sup>3</sup> and as for your question why in such a case [if the report comes] from a heathen court is she not allowed to marry

again, seeing that it is a recognized principle with us that the word of a heathen speaking without ulterior motive is to be accepted, [the answer is that] this applies only to a matter in which the heathen has not participated, but where the matter is one in which they have themselves participated, he is prone to indulge in falsehood.

**MISHNAH.** IF THE BEARER OF A GET IN ERETZ YISRAEL FALLS ILL, HE CAN SEND IT ON BY ANOTHER. IF, HOWEVER, [THE HUSBAND] SAID TO HIM, TAKE FOR ME<sup>4</sup> SUCH-AND-SUCH AN ARTICLE FROM HER, HE MAY NOT SEND IT [THE GET] ON BY ANOTHER, SINCE THE HUSBAND MAY NOT WANT HIS PLEDGE TO BE IN THE HAND OF ANOTHER.

**GEMARA.** R. Kahana said: We have learnt specifically. IF HE FALLS ILL, Cannot I see that for myself? — [Unless R. Kahana had pointed this out] you might think that the same rule applies even if he does not fall ill, and that [the Mishnah] merely mentioned a usual case. Hence he tells us [that this is not so], How [am I to] understand [the Mishnah]? If the husband said to the bearer simply 'take this [Get]', then surely even if he did not fall ill he can send it on by another? If, however, the husband said, 'You take this,' then even if he did fall ill he cannot send it on by another? And if [the Mishnah] follows R. Simeon b. Gamaliel, then even if he fell ill [although the husband merely said 'take'] he cannot [send it on by another], as it has been taught: 'If a man said, Take this Get to my wife, [the bearer] can send it on by another. If he said, You take this Get to my wife, [the bearer] cannot send it on by another.'

R. Simeon b. Gamaliel said: In either case one agent cannot appoint another'? — If you like I can answer that he said 'Take,' for [even this formula authorizes the bearer to send it on by another] only if he falls ill; or if you like I can say that he said 'You take', for only where he falls ill it is different:<sup>5</sup> and if you like I can say that the Mishnah is in

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agreement with R. Simeon b. Gamaliel,<sup>6</sup> only where the bearer falls ill it is different.

We learnt: IF THE BEARER OF A GET IN ERETZ YISRAEL FALLS ILL, HE CAN SEND IT ON BY ANOTHER. Does not this contradict the following? [For we learnt:] 'If a man says to two persons, "Give a Get to my wife," or to three persons, "Write a Get and give it to my wife," they are to write and give it':<sup>7</sup> [which implies, does it not, that] they themselves are [to write it] but not an agent [of theirs]? —

Abaye replied: There the reason is that they should not put the husband to shame,<sup>8</sup> but here the husband is not particular.<sup>9</sup> Raba said: [The reason there is that he only gave them] verbal instructions, and verbal instructions cannot be transmitted to an agent. Does any difference arise in practice between the two? — It does: in the case of a gift,<sup>10</sup> their difference being in principle the same as that between Rab and Samuel, Rab holding that a gift is not on all fours with a Get and Samuel holding that it is.

IF THE HUSBAND SAID TO HIM, TAKE FOR ME SUCH-AND-SUCH AN ARTICLE FROM HER. Resh Lakish said: Here Rabbi meant [merely] to teach us that the borrower may not lend the article he has borrowed further, nor may the hirer hire it out further.<sup>11</sup> Said R. Johanan to him: This even schoolchildren know. What we should say is that sometimes [if the bearer did send the Get on by another bearer] the Get itself is no Get, because he puts himself in the same position as the bearer who was told by the husband not to divorce the wife except in the lower room and he divorced her in the upper room, or who was told not to divorce her except with the right hand and he divorced her with the left. Now both authorities are agreed that where she goes out to meet him [the second bearer] and gives him the article and then takes from him the Get, it is a perfectly valid Get.<sup>12</sup> Where they differ is in the case where the husband said to the bearer,

1. [I.e., it may happen but rarely (Rashi)].
2. Which supports R. Joseph.
3. And so the passage does not support R. Joseph.
4. When delivering the Get to her.
5. This formula prohibits the agent from sending it on only when he is well, but not when he falls ill.
6. That an agent may not appoint an agent.
7. *Infra* 66a.
8. Because if they tell a third party to write it, more people will know that the husband is unable to write it himself.
9. As there is nothing to be particular about
10. If a man said to two or three persons. 'Write me a deed of gift for So-and-so.' Here the question of saving the face of the donor does not arise, as the donor was not supposed to write out his own deed of gift. (V. B.B., 167b).
11. The ruling in the Mishnah is merely intended to state a prohibition, without affecting the validity of the Get should the bearer send it on by someone else.
12. [Although the husband may not approve of his pledge being in the possession of a third party, the Get is not invalidated since there has been no departure from the husband's instructions in regard to the delivery of the Get itself.]

## Gittin 29b

Take the article from her and then give her the Get,<sup>1</sup> and he went and gave her the Get and then took from her the article. In such a case R. Johanan declares [the Get] invalid even if [delivered] by [the first bearer] himself, and all the more if by his agent, whereas Resh Lakish declares it valid even if [delivered] by the agent and all the more so if by [the first bearer] himself.<sup>2</sup>

**MISHNAH.** IF THE BEARER OF A GET FROM FOREIGN PARTS FALLS ILL, HE GOES BEFORE A *BETH DIN* AND APPOINTS AN AGENT AND SENDS HIM<sup>3</sup> [ON WITH THE GET,] DECLARING BEFORE THEM, 'IN MY PRESENCE IT WAS WRITTEN AND IN MY PRESENCE IT WAS SIGNED.' THE LAST AGENT IS NOT REQUIRED TO MAKE THIS DECLARATION: HE MERELY DECLARES, 'I AM THE MESSENGER OF THE *BETH DIN*.'<sup>4</sup>

**GEMARA.** The Rabbis said to Abimi the son of R. Abbahu: Enquire of R. Abbahu, Can

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the agent of the original bearer appoint a further agent or not? — He replied: You have no need to ask this. For since it says [in the Mishnah], 'THE LAST AGENT [and not 'the second'] you may conclude that he may appoint another agent. What you should ask, however, is whether, when he appoints an agent, he does so before a *Beth Din* or even without a *Beth Din*. They said to him: We have no need to ask this, since [the Mishnah] says, HE SAYS, I AM THE MESSENGER OF THE *BETH DIN*. R. Nahman b. Isaac reported the discussion thus: The Rabbis said to Abimi the son of R. Abbahu: Enquire of R. Abbahu, When the agent of the original bearer appoints a second agent, does he do so before the *Beth Din* or even without the *Beth Din*? —

He replied: You ought to ask [first] whether he can appoint a second agent at all. They said: This we have no need to ask, since the Mishnah speaks of 'THE LAST AGENT, which shows that the second bearer can appoint a third. What, however, we want to know is whether he must do so before the *Beth Din* or whether he does not need the *Beth Din*. He said to them: This also you need not ask, since it says, HE SAYS, I AM THE MESSENGER OF THE *BETH DIN*. Rabbah said: A bearer in Eretz Yisrael can appoint any number of further bearers<sup>5</sup> [without needing any *Beth Din*].<sup>6</sup> R. Ashi said: If the first one dies,<sup>7</sup> they all cease to function. Mar son of R. Ashi said: This statement of my father dates from his youth.<sup>8</sup> If the husband dies, is there any substance left in them? From whom do they all derive their status? From the husband. As long as the husband is alive, they are all agents; if the husband dies they all cease to be agents.

A certain man wanted to send a Get to his wife. The messenger said to him, I do not know her. So the husband said to him, Go and give it to Abba b. Manyumi who knows her, and he will go and give it to her. The man took the Get,<sup>9</sup> but did not find Abba b. Manyumi [in town]. He found R. Abbahu and R. Hanina b. Papa and R. Isaac Nappaha

[sitting as a *Beth Din*] with R. Safra also present. They said to him: Transmit your commission to us, so that when R. Abba b. Manyumi comes we can give him [the Get] and he can go and give it to the woman. Said R. Safra to them: But this man has not been made an agent for effecting the divorce?<sup>10</sup> They were nonplussed. Said Raba: R. Safra tripped up<sup>11</sup> three ordained Rabbis. R. Ashi, however, said: How did he trip them up? Did the husband say to the man, Abba b. Manyumi [shall deliver the Get] and not you?<sup>12</sup> According to another version, Raba said: R. Safra thinks he has tripped up, but he is mistaken, three ordained Rabbis. Said R. Ashi: Where is the mistake? What did the husband say to the bearer? 'Abba b. Manyumi [shall give it] and not you.'<sup>13</sup>

A certain man sent a Get to his wife, telling the bearer not to give it to her till thirty days had passed. Before the thirty days had passed, the man found he could not carry out the commission. He therefore consulted Raba. Said Raba: Why is a bearer who falls ill [allowed to appoint another bearer]? Because he is prevented by circumstances [from carrying out his commission]. This man also is prevented by circumstances [from carrying out his commission]. So he said to the man: Transmit your commission to us, so that after thirty days we can appoint a bearer who will give the Get to the wife. Said the Rabbis to Raba: But he is not [at this moment] commissioned to effect the divorce?—

He replied: Since he can divorce her after thirty days, he is practically [now] an agent commissioned to divorce her. They rejoined: Do we not take account of the chance that the husband may have made friends with her [within the thirty days]? Have we not learnt: '[If a man says, This is a Get] from now onward if I do not come within twelve months, if he dies within the twelve months, it is a Get,'<sup>14</sup> and in discussing this we raised the question. Do we not take account of the chance that he may [in the meantime] have made friends with her, and Rabba son of R.

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Huna said: Abba Mari has explained in the name of Rab that this applies to the case where the husband says [on handing the Get to the agent].<sup>15</sup> 'Her word is to be accepted if [on being challenged] she says, I did not come [near him within the twelve months]'?<sup>16</sup> Raba was nonplussed. Later it turned out that the woman in this case was only betrothed. Raba thereupon said: If they said in regard to a married woman [that there is a chance of his making it up with her], it does not follow that they said so in regard to a betrothed woman.<sup>17</sup>

Said Raba: The real question is this.

1. The validity of the Get was apparently made conditional upon the carrying out of the procedure.
2. Resh Lakish is of the opinion that the husband did not intend his instructions to be treated as strict orders of procedure.
3. *Var. lec.*, 'He appoints a court and sends it on (by another agent)'.
4. And therefore presumably the Get is in order.
5. I.e., the second may appoint a third, and so forth.
6. Since the first need not declare, 'In my presence it was written, etc.,' the last need not declare, 'I am the messenger of the Beth Din'. [Rabbah (*Var. lec.* Raba) extends the ruling of the Mishnah to Eretz Yisrael where it might be maintained the second could not appoint a third since his own appointment need not necessarily have been made in the presence of a *Beth Din* (Trani)].
7. Before the Get was delivered to the woman.
8. And is open to criticism.
9. Lit., 'came'.
10. But only for giving the Get to Abba b. Manyumi, and therefore he cannot hand it to another.
11. Lit., 'hamstrung'.
12. 'Was not therefore the bearer also an agent for delivering the Get?'
13. And therefore he was no agent for delivering the Get.
14. *Infra* 76a.
15. Whom he commissioned to hand over the Get to the wife at the end of the twelve months.
16. But otherwise we do take this chance into account, and the man is not an agent for divorcing her.
17. And the man therefore is an agent and can commission us.

## Gittin 30a

When the *Beth Din* appoint an agent, do they do so in the presence of the original agent or not in his presence? He himself decided the matter [saying]: They can do so either in his presence or not. [A message] was sent from there [Eretz Yisrael]: [They may do so] either in his presence or not in his presence.

A certain man once said: This shall be a Get if I do not come within thirty days. He did come, but could not get across the river, so he cried out, 'See, I have come, see, I have come.' Samuel said: This is no 'coming'.<sup>1</sup>

A certain man said to the *Beth Din*, If I do not make it up with her in thirty days, it will be a Get. He went and tried to make up with her, but she would not be reconciled. Said R. Joseph: Has he offered her a bag<sup>2</sup> of gold coins and yet not been able to appease her?<sup>3</sup> According to another version, R. Joseph said: Must he offer her a bag of gold coins? He has done his best to make it up with her, but she would not be reconciled. [The latter version] fits in with the view that in the matter of a Get allowance is made for circumstances over which one has no control,<sup>4</sup> and the [former] with the view that no such allowance is made.

**MISHNAH.** IF A MAN LENDS MONEY TO A PRIEST OR A LEVITE OR A POOR MAN ON CONDITION THAT HE CAN RECOUP HIMSELF FROM THEIR DUES,<sup>5</sup> HE MAY DO SO, IN THE PRESUMPTION THAT THEY ARE STILL ALIVE, AND HE DOES NOT TAKE INTO ACCOUNT THE CHANCE THAT THE PRIEST OR THE LEVITE MAY HAVE DIED OR THE POOR MAN MAY HAVE BECOME RICH. IF [HE KNOWS THAT] THEY HAVE DIED, HE MUST OBTAIN THE PERMISSION OF THE HEIRS. IF HE MADE THE LOAN IN THE PRESENCE OF THE *BETH DIN*, HE NEED NOT OBTAIN PERMISSION FROM THE HEIRS.

**GEMARA.** [Can he do this] even if the dues have not come into the hands [of those who are entitled to them]?<sup>6</sup> — Rab said: [The

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Mishnah speaks of] priests and Levites with whom he is familiar.<sup>2</sup> Samuel says: He conveys possession to them through a third party.<sup>3</sup> 'Ulla said: This ruling is based on the view of R. Jose, who said that [in many places] possession is reckoned to have been acquired though strictly speaking it has not been acquired.<sup>9</sup> [The reason why] all [the authorities] do not concur with Rab is because the Mishnah does not mention [the man's] acquaintance. [The reason why] all do not concur with Samuel is because the Mishnah does not mention transferring possession. [The reason why] all do not concur with 'Ulla is because we do not base a ruling on the opinion of an individual [Rabbi].<sup>10</sup>

Our Rabbis have taught: 'If a man lends money to a priest or a Levite or a poor man, on condition that he may recoup himself from their dues, he may do so in the presumption that they are still alive. He may stipulate with them to get the benefit of a lower market price,<sup>11</sup> and this is not reckoned as taking interest. The seventh year does not release it. If he desires to retract, he is not permitted to do so. If he gave up all hope of recovering<sup>12</sup> [but afterwards found that he could recover],<sup>13</sup> he does not appropriate any dues [in payment of the debt]. because dues are not set aside from that which has been given up as lost.'

The Master says: 'He may stipulate to get the benefit of a lower market price.' Surely this is self-evident?<sup>14</sup> — He informs us that even though he did not stipulate this expressly, he is reckoned as having done so. 'This is not reckoned as interest': why so? — Since when he has nothing he does not give, when he has something [and gives less]<sup>15</sup> this is not counted as interest. 'The seventh year does not release it': because we do not apply here the verse, he shall not press.<sup>16</sup> 'If he desires to retract, he is not permitted': R. Papa said: This rule applies only to the owner vis-a-vis the priest, but if the priest wants to retract, he may, as we have learnt:<sup>17</sup> If he [the purchaser] has given him [the seller] money

but has not yet pulled into his possession the produce, he can retract.<sup>18</sup> 'If the owner has given up all hope of recovering he does not appropriate any dues, because dues are not set aside from that which has been given up as lost': Is not this obvious? — It required to be stated for the case where the corn was in stalk [before it was blighted]. You might think that in that case the corn is counted as something [of value].<sup>19</sup> Now I know [that this is not so].

It has been taught: R. Eleazar b. Jacob says: If a man lends a priest or a Levite money in the presence of the *Beth Din* and they die [before repaying], he sets aside dues for them as belonging to the whole tribe [and recovers therefrom].<sup>20</sup> [If he lent] to a poor man before the *Beth Din* and he died, he sets aside dues for him as belonging to the poor of Israel [and recovers therefrom]. R. Ahi said: As belonging to all the poor.<sup>21</sup> What is the practical difference between them?

1. Because allowance is not made in the case of a Get for unforeseen circumstances, or, if it is, this circumstance, not being unusual, should have been provided for.
2. Lit., 'a Tarkabful (two Kabs)'.
3. I.e., has he done his very best?
4. I.e., he can plead that he has not a bag of gold coins.
5. Lit., 'that he may set apart for them what would be their share', i.e., instead of paying them their dues, heave-offering, tithe, or poor-man's tithe, respectively, he would utilize them as part or whole payment of his debt. He would sell the heave-offering to another priest, since it is forbidden to a lay Israelite, whilst he would retain the tithe or poor-man's tithe for himself, after having set aside the 'heave-offering of the tithe' which too is forbidden to a lay Israelite.]
6. Because in this case they do not yet belong to them, so how can they be given back in payment of the debt?
7. Makkire Kehunah, lit., 'acquaintances of priesthood', to whom he is accustomed to give the dues year by year, so that they have a presumptive ownership without having handled the dues; v. B.B. (Sonc. ed.) p. 513, n. 11.
8. I.e., he transfers the dues, after setting them aside, to a third party on their behalf, and the

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latter returns them to him in payment of the debt.

9. V. *infra* 59b, and B.M. 12b.
10. Such as R. Jose here, where the majority do not concur with him.
11. I.e., if at the time when he sets aside the dues the price is lower than when he lent the money, he may give himself the benefit of the drop by appropriating a larger amount of produce.
12. Because his corn appeared to be blighted, and the condition was that he should recoup himself from the crop of that year.
13. Because he obtained a harvest after all.
14. What objection can there be to such a proceeding? V. B.M. 72b.
15. I.e., keeps more for himself
16. Deut. XV, 2; since he cannot claim anything from the debtors.
17. V. B.M. 44a.
18. The owner is regarded as purchasing the dues from the priest or Levite. The latter has received the money, but the former has not yet handled the goods.
19. Because if the corn was in the stalk it has a chance of recovering.
20. The rest of the tribe being regarded as his heirs, and so liable for the debt.
21. Lit., 'the Poor of the world'.

## Gittin 30b

— Where there are Cuthean poor.<sup>1</sup> If the poor man became rich, he does not set aside dues for him, and that man becomes possessor of what he has.<sup>2</sup> Why did the Rabbis safeguard [the lender] in the case of the poor man dying<sup>3</sup> and not in the case of his becoming rich?<sup>4</sup> — It is a common thing for people to die, but not to become rich.<sup>5</sup> R. Papa said: This is borne out by the common saying: 'If [you hear that] your neighbor has died, believe it: if [you hear that] he has become rich, do not believe it.'

**IF HE DIES, HE MUST OBTAIN PERMISSION FROM THE HEIRS.** It has been taught: Rabbi says. Heirs that have inherited. Are there any heirs that do not inherit? — R. Johanan explained it to mean heirs that inherit land<sup>6</sup> but not money.<sup>7</sup> R. Jonathan said: If he left a mere needleful<sup>8</sup> [of land], the other can recoup himself only to the extent of a needleful,<sup>9</sup> and if he left an axeful,<sup>10</sup> the other can recoup himself to the

extent of an axe-full. R. Johanan said: Even if he only left a needle-full he can recoup himself to the extent of an axeful,<sup>11</sup> as in the incident of the small field of Abaye.<sup>12</sup>

**Our Rabbis have taught: If an Israelite says to a Levite, 'I have set aside a tithe for you.'** he need not be concerned about the priest's due in the tithe.<sup>13</sup> If, however, he said, 'I have set aside a *Kor* as tithe for you,' he has to concern himself about the priest's due in the tithe. What does all this mean? — Abaye said: It means this. If an Israelite said to a Levite, 'I have set aside tithe for you, and here is money for it', he has no need to worry lest the Levite should have made<sup>14</sup> that produce the priestly due on produce received by him from elsewhere.<sup>15</sup> If, however, he said, 'I have set aside a *Kor* of tithe for you and here is the money for it', he has to worry lest the Levite should have [already] made it the priestly due on tithe from elsewhere.<sup>16</sup>

Are we then dealing with rogues who take money and make it [the produce] priestly due on tithe from elsewhere?<sup>17</sup> — In fact, said R. Mesharsheya the son of R. Idi, [the Baraitha] means this: If the Israelite said to the son of a [deceased] Levite, I have set aside tithe for your father and here is the money for it, he need not worry lest the father had made it priestly due on tithe from elsewhere. If, however, he said, I have set aside a *Kor* of tithe for your father and here is the money, he has to worry lest the father had made it priestly due on tithe from elsewhere.<sup>18</sup>

Can we then suspect Haberim<sup>19</sup> of setting aside the priestly due from produce in another place?<sup>20</sup> — In fact, said R. Ashi, it means this: If a son of a [deceased] Israelite says to a Levite, My father told me [before his death] that he had set aside tithe for you or for your father, he [the Levite] has to worry about the priest's due in it, since as [the quantity is] indefinite, the owner's father may not have made it available for ordinary use [by setting aside the priestly due in it]. If, however, he says, I have a *Kor* of tithe set aside for you or for your father, there is no

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need to worry lest the priestly due is still contained in it, since as [the quantity] is definite, he may be sure that the owner made it right [before his death].

But has the owner the right to set aside the *Terumah* from the Levite's tithe? — Yes. Such is the ruling of Abba Eleazar b. Gamala, as it has been taught: Abba Eleazar b. Gamala says. It is written, And your heave-offering shall be reckoned to you.<sup>21</sup>

1. And in the opinion of the first Tanna, the Samaritans were not genuine proselytes and could not inherit the poor man who died.
2. I.e., he need not repay the debt.
3. By allowing him to set aside dues and recover.
4. By not forcing the poor man to repay, although he is no longer entitled to any dues.
5. And we do not legislate for exceptional cases.
6. Who are thus liable to pay their father's debts.
7. [For a creditor cannot recover his debt from immovable property of orphans. v. B.K. 8b.]
8. I.e., a mere patch of land.
9. This refers to the case where the loan was made before the *Beth Din*. V. Tosaf. s.v. [H].
10. I.e., enough to be worth working.
11. I.e., the amount of his debt.
12. V. Keth. 91b. A man who owed a hundred *Zuz* left a field worth fifty. The creditor seized it and the heirs induced him to quit it by paying fifty. He again seized it and they again paid. So here, he recovers again and again.
13. V. Num. XVIII, 26, according to which the Levite had himself to set aside a tithe from his own tithe for the priest.
14. [As soon as he had made it over to the owner, before he actually received the money.]
15. Because it was not yet specified.
16. Because it is specific.
17. [Before they receive the money. and so prevent the Israelite from using it. V. Tosaf. s.v. [H]]
18. After learning that the *Kor* had been set aside for him.
19. V. [Glos.](#), s.v. Haber. All Levites were presumed to be Haberim.
20. Lit., 'from that which is not brought near'. It was forbidden to a Haber to say, 'The produce which I have in such-and-such a place shall be *Terumah* for this before me, for fear that produce is not extant at the time.
21. Num. XVIII, 27.

## Gittin 31a

Scripture speaks of two heave-offerings, one the 'great *Terumah*'<sup>1</sup> and the other the *Terumah* from the Levite's tithe. Just as the 'great *Terumah*' is set aside by estimate<sup>2</sup> and by intention,<sup>3</sup> so the *Terumah* of the tithe is set aside by estimate and by intention; and just as the owner has the right to set aside the 'great *Terumah*', so he has the right to set aside the *Terumah* of the tithe.<sup>4</sup>

**MISHNAH.** IF A MAN SETS ASIDE PRODUCE WITH THE IDEA OF RECKONING IT AS *TERUMAH* AND TITHE,<sup>5</sup> OR MONEY WITH THE IDEA OF RECKONING IT AS SECOND TITHE,<sup>6</sup> HE CAN GO ON SO RECKONING IN THE PRESUMPTION THAT THEY ARE STILL EXISTING. IF THEY ARE LOST, HE HAS TO PROVIDE AGAINST THE RISK<sup>7</sup> FOR TWENTY-FOUR HOURS.<sup>8</sup> THIS IS THE RULING OF R. ELEAZAR [B. SHAMMUA]. R. JUDAH SAYS: WINE [SO SET ASIDE] HAS TO BE EXAMINED AT THREE SEASONS OF THE YEAR:<sup>9</sup> WHEN THE EAST WIND BEGINS TO BLOW AT THE END OF THE FEAST [OF TABERNACLES], WHEN THE BERRIES FIRST APPEAR [ON THE VINE], AND WHEN THE JUICE BEGINS TO FORM IN THE GRAPES.

**GEMARA.** What is meant by FOR TWENTY-FOUR HOURS? — R. Johanan says: The twenty-four hours before his examining.<sup>10</sup> R. Eleazar b. Antigonus says in the name of R. Eleazar son of R. Jannai:

1. V. [Glos.](#)
2. It was not necessary to measure out the fiftieth part usually given for the *Terumah*.
3. A man could mentally set aside one portion of a heap of produce as *Terumah* and immediately eat of the rest.
4. Even before giving it to the Levite.
5. Lit., 'of setting aside on their account', i.e., with the idea of making it *Terumah* or tithe for other produce.
6. The tithe which had to be turned into money to be spent in Jerusalem. V. Deut. XIV, 22-27.
7. That he may have been eating untithed produce in reliance on the produce which has been lost.
8. The meaning of this is discussed in the Gemara.

# GITTIN – 2a-48a

9. To see that it has not turned sour.
10. I.e., he can assume that it has been lost not more than twenty-four hours, and he puts aside fresh tithes, etc. only for what he has consumed in that period.

## Gittin 31b

The twenty-four hours from his setting aside. We learnt: **IF THEY ARE LOST, HE PROVIDES AGAINST THE RISK FOR TWENTY-FOUR HOURS.** If this means twenty-four hours from his last examination, the expression is intelligible.<sup>1</sup> But if it means twenty-four hours from the setting-aside, it should say not for twenty-four hours but up to twenty-four hours,<sup>2</sup> should it not? — This is a difficulty.

**THIS IS THE RULING OF R. ELEAZAR [B. SHAMMU'A].** R. Eleazar [b. Pedath] Says: R. Eleazar's colleagues did not concur with him, as we have learnt: 'If a ritual bath was measured and found to be too small, all the purifications that have been made in it, whether it is in a private or a public place are retrospectively ineffective.'<sup>3</sup> Cannot I see for myself that they do not concur?<sup>4</sup> — But for R. Eleazar, I might think that 'retrospectively' means 'for twenty-four hours back'. Now I know [that this is not so].

**R. JUDAH SAYS, AT THREE SEASONS OF THE YEAR, etc.** A Tanna taught: when the east wind [blows] at the conclusion of the festival in the cycle of Tishri.<sup>5</sup> It has been taught: R. Judah says: Produce is sold at three seasons of the year — before sowing time, at sowing time,<sup>6</sup> and shortly before<sup>7</sup> Passover. Wine is also sold at three seasons — shortly before Passover, shortly before Pentecost, and shortly before Tabernacles. Oil is sold from Pentecost onwards. What is the legal bearing of this remark? — Raba, or, some say R. Papa says: As a guide to partners.<sup>8</sup> After that, what is the rule? — Raba said: Every day is the season [for selling it].

And it came to pass when the sun arose that the Lord prepared a sultry East wind

[Harishith].<sup>9</sup> What is the meaning of Harishith? — Rab Judah said: When it blows it makes furrows in the sea.<sup>10</sup> Said Rabbah to him: If that is so, what do you make of the words, And the sun beat upon the head of Jonah that he fainted?<sup>11</sup> No, said Rabbah; [what it means is that] when it blows it stills all other winds.<sup>12</sup> Similarly it is written, How thy garments are warm when the earth is still by reason of the south wind,<sup>13</sup> [in explanation of which] R. Tahlifa son of R. Hisda said in the name of R. Hisda: When are thy garments warm? When He maketh the earth still from the south; for when the wind from this quarter blows, it stills all other winds before it.

R. Huna and R. Hisda were once sitting together when Geniba passed by them. Said one of them: Let us rise before him, for he is a learned man. Said the other: Shall we rise before a quarrelsome man?<sup>14</sup> When he came up to them he asked them what they were discussing. They replied: We were talking about the winds. He said to them: Thus said R. Hanan b. Raba in the name of Rab: Four winds blow every day and the north wind blows with all of them, for were it not so the world would not be able to exist for a moment. The south wind is the most violent of all, and were it not that the Son of the Hawk<sup>15</sup> keeps it back, it would devastate the whole world; for so it says, Doth the hawk soar by thy wisdom, and stretch her wings towards the south?<sup>16</sup>

Raba and R. Nahman b. Isaac were once sitting together, when R. Nahman b. Jacob passed by in a gilt carriage and wearing a purple cloak. Raba went to meet him, but R. Nahman b. Isaac did not stir, for he said: 'Perhaps it is one of the court of the Exilarch, and Raba needs them but I do not.'<sup>17</sup> When he saw R. Nahman b. Jacob approaching he bared his arm and said, 'The south wind<sup>18</sup> is blowing.' Raba said: Thus said Rab: A woman bears prematurely [when this wind blows]. Samuel said: Even pearls in the sea rot away. R. Johanan said: Even the seed in a woman's womb putrefies. Said R. Nahman b.

# GITTIN – 2a-48a

Isaac: All these three Rabbis derived their statements from the same verse of Scripture, viz., Though he be fruitful among his brethren, an east wind shall come, the breath of the Lord coming up from the wilderness, and his spring shall become dry and his fountain shall be dried up, he shall spoil the treasure of all pleasant vessels.<sup>19</sup> 'The spring' is the source of a woman; 'the fountain shall be dried up' refers to the seed in the woman's womb; 'the treasure of all pleasant vessels' is the pearl in the sea.

Raba said: This one comes from Sura where they examine the Scripture minutely. What is the meaning of the words, 'Though he be fruitful [Yafri] among his brethren'? — Raba said: Even

1. He assumes that it was lost twenty-four hours after he set it aside, and must put aside fresh tithes, etc. for all he has consumed in the interval.
2. Reckoning backwards.
3. And not only for twenty-four hours back, Mik. II, 2.
4. With R. Eleazar in our Mishnah.
5. The year was divided into the four Tekufoth or cycles — of Tishri, Tebeth, Nisan and Tammuz — each of which commenced on a fixed date of the solar year. Tabernacles fell sometimes in the cycle of Tishri and sometimes in that of Tammuz; v. Sanh. (Sonc. ed.) p. 49, n. 5.
6. At the end of sowing time. V. Tosaf. s.v. [H].
7. Lit., 'in the dividing of,' i.e., in the middle of the period during which the laws of the festival were compounded.
8. I.e., at these seasons a man may sell without consulting his partner, and if the price subsequently rises the latter has no ground of complaint against him.
9. Jonah IV. 8.
10. The word Harishith being connected with Harash, 'to plow'.
11. Ibid. This shows that the wind cannot have been violent.
12. Harishith being connected with Harash, 'to be still'.
13. Job XXXVII, 17.
14. Geniba was at variance with Mar 'Ukba, the Exilarch. V. *supra* p. 23, n. 4.
15. An angel so named. Cf. B.B. 25a.
16. Job XXXIX. 26.
17. Being the son-in-law of the Exilarch (Rashi). [Tosaf.: 'Being a wealthy man'; Tosaf. being

of the opinion that it was R. Nahman b. Jacob who was the Exilarch's son-in-law. For an explanation of Rashi's view, v. Hyman. Toledoth II p. 930.]

18. Al. 'east wind'. Al. 'a she-devil'.

19. Hos. XIII, 15.

## Gittin 32a

the pin in the handle of the plow<sup>1</sup> becomes loose [Rafia]. R. Joseph said: Even a peg in a wall becomes loose. R. Aha b. Jacob said: Even a cane in a wicker basket becomes slack.<sup>2</sup>

## CHAPTER IV

**MISHNAH.** IF A MAN AFTER DISPATCHING A GET TO HIS WIFE MEETS THE BEARER, OR SENDS A MESSENGER AFTER HIM, AND SAYS TO HIM, THE GET WHICH I HAVE GIVEN TO YOU IS CANCELLED, THEN IT IS CANCELLED. IF THE HUSBAND MEETS THE WIFE BEFORE [THE BEARER] OR SENDS A MESSENGER TO HER AND SAYS, THE GET I HAVE SENT TO YOU IS CANCELLED, THEN IT IS CANCELLED. ONCE, HOWEVER, THE GET HAS REACHED HER HAND, HE CANNOT CANCEL IT. IN FORMER TIMES A MAN WAS ALLOWED TO BRING TOGETHER A *BETH DIN*<sup>3</sup> WHEREVER HE WAS AND CANCEL THE GET. RABBAN GAMALIEL THE ELDER, HOWEVER, LAID DOWN A RULE THAT THIS SHOULD NOT BE DONE, SO AS TO PREVENT ABUSES.<sup>4</sup>

**GEMARA.** [The Mishnah] does not say 'meets him,' but simply 'MEETS', that is to say, even accidentally; and we do not say in that case that he merely desires to annoy his wife.<sup>5</sup>

OR SENDS A MESSENGER AFTER HIM, etc. Why state this?<sup>6</sup> — You might think that the commission given to the second has no more force than that given to the first and therefore should not countermand it. Now I know [that this is not so].

IF HE MEETS HIS WIFE BEFORE THE BEARER, etc. Why state this? — You might

# GITTIN – 2a-48a

think that although we rejected [above the idea] that he desires to annoy [his wife], this is only when he says to the bearer [that the Get is cancelled]. but [if he says so] to [the wife] herself he certainly does mean merely to annoy her. Now I know [that this is not so].

**OR SENDS A MESSENGER TO HER.** Why state this? — You might think that while he would not put himself out merely to annoy her, yet if he sends a messenger, to whose trouble he is indifferent, he certainly desires merely to annoy her. Now I know [that this is not so].

**ONCE THE GET HAS REACHED HER HAND HE CANNOT CANCEL IT.** Is not this self-evident? — It required to be stated in view of the case where he made efforts from the very first to cancel it. You might think that in this case, subsequent events prove him to have actually annulled [the Get]. Now I know [that this is not so].

Our Rabbis have taught: [If he says,] 'It is canceled [Batel]', 'I don't want it,' his words take effect. [If he said,] 'It is invalid', 'it is no Get,' his words are of no effect.<sup>2</sup> This means to say, does it not, that the expression Batel<sup>8</sup> is equivalent to 'let it be canceled.'<sup>9</sup> How can this be, seeing that Rabbah b. Aibu has said in the name of R. Shesheth (or, according to others, Rabbah b. Abbuah said), If the recipient of a gift says after it has come into his possession. 'This gift is to be cancelled,' 'let it be cancelled', 'I don't want it,' his words are of no effect,<sup>10</sup> but if he said, 'It is canceled [Batel],' 'it is no gift', his words have effect. This shows, does it not, that Batel means 'cancelled from the outset'?<sup>11</sup> — Abaye replied: The expression Batel

1. Which fastens the handle to the blade.
2. The meaning is that this wind causes things which are usually closely united like brothers to fall apart, the word Yafri [H] being interpreted as Yarfi [H] 'loosens' or 'slackens'.
3. I.e., three persons.
4. Lit., 'for the better ordering of society'. Lest the bearer should give it to her in ignorance

that it was annulled and she marry on the strength of it.

5. By holding up the Get for a month or two; for had he been intent on annulling it he would have made a special effort to overtake the bearer.
6. It seems self-evident.
7. Because he is describing its character wrongly.
8. Present tense.
9. And not a description of its character.
10. [As he cannot by a mere declaration annul a thing already in his possession].
11. [And therefore the gift had never passed into possession. Applying this mutatis mutandis in the case of a Get, Batel should have no effect, because it is a wrong description of the character of the Get].

## Gittin 32b

has two meanings: it means 'cancelled already' and it means 'will be canceled'. If used either of a Get or of a gift, it is used in the sense most effective for the purpose.

Abaye said: We have it on authority that the bearer of a gift is on the same footing as the bearer of a Get. The outcome of this [principle] is that the expression 'take' has not the same force as 'take on behalf of.'<sup>1</sup>

Rabina found R. Nahman b. Isaac leaning against the bolt of the door and revolving the question: What of the expression 'Batel'?<sup>2</sup> This was left unanswered. R. Shesheth said or, according to others, it has been laid down in a Baraitha: [If a man said] 'This Get shall not avail', 'shall not release [the woman]', 'shall not part',<sup>3</sup> 'shall not dismiss', 'shall not divorce', 'let it be a potsherd', 'let it be like a potsherd,' his words take effect.<sup>4</sup> If he said, 'It does not avail', 'it does not free', 'it does not part', 'it does not dismiss', 'it does not divorce', 'it is a potsherd', 'it is like a potsherd', his words are of no effect.<sup>5</sup> The question was raised: What of the expression 'Behold it is a potsherd'? — Rabina said to R. Aha the son of Raba, or, according to others, R. Aha the son of Raba said to R. Ashi: How does this differ from the expression, 'Behold it is sanctified', 'behold it is common property'?<sup>6</sup>

# GITTIN – 2a-48a

Can the man afterwards [use the same Get to] divorce with or not? — R. Nahman says that he may use it again to divorce with, R. Shesheth says he may not. The law is according to the ruling of R. Nahman. Is that so? Has it not been laid down that the law [in the case of a betrothed woman] is according to the ruling of R. Johanan, who said that she may retract?<sup>2</sup> — Are [the two cases] parallel? There it is a case of words merely on each occasion: one set of words comes and cancels another.<sup>8</sup> Here, even granted that the husband cancels the commission of the bearer, he surely does not cancel the Get itself.

**IN FORMER TIMES**, etc. It has been stated: How many must be present at the canceling? — R. Nahman says two, R. Shesheth says three. R. Shesheth says three, because the Mishnah speaks of a '*BETH DIN*'; R. Nahman says two, because two are also called a *Beth Din*. Said R. Nahman: What is my ground for saying this? Because we have learnt: [He says:] I hand over in the presence of you

1. I.e., if a man says. Take this gift to So-and-so, the bearer does not become a recipient, and the giver may still retract, even as in the case of a Get.
2. Without the words 'it is'.
3. Lit., 'will not cause to leave'.
4. Because he is correctly stating his intention.
5. Because he is wrongly describing the Get.
6. Which does take effect.
7. If a man said to her, 'Be betrothed to me at the end of thirty days' time with this money,' and she consented, she may retract within the thirty days. Just as the betrothal is there cancelled, so the Get should be here.
8. Her 'I will not' cancels her 'I will'.

## Gittin 33a

So-and-so and So-and-so the judges in such-and-such a place.<sup>1</sup>

And R. Shesheth? — [He may rejoin:] Is the Tanna to reckon them out like a peddler selling his wares?<sup>2</sup> Said R. Nahman [again]: What is my ground for saying so? Because we

have learnt: 'And the judges sign below or the witnesses.'<sup>3</sup> Are not the judges here placed on a par with the witnesses, so that just as two witnesses suffice, So two judges suffice?

And R. Shesheth? — [He can reply:] Is this an argument? Judges and witnesses each follow their own rule. [And if you ask] why [the Mishnah] mentions both witnesses and judges, it is to teach us that it makes no difference if they word the document as judges<sup>4</sup> and then sign as witnesses or if they word the document as witnesses<sup>5</sup> and then sign as judges.

**TO PREVENT ABUSES**, What is referred to? — R. Johanan said: To prevent illegitimacy. Resh Lakish said: To prevent wife-desertion. 'R. Johanan said to prevent illegitimacy,' for he held with R. Nahman who said [that the Get could be cancelled] before [a *Beth Din* of] two: [the proceedings] of two are not generally known, so she, not having heard and not knowing [that the Get is cancelled] might go and marry again, and bear illegitimate children.<sup>6</sup> 'Resh Lakish said to prevent wife-desertion,' for he again held with R. Shesheth who said [that he has to cancel it] before [a *Beth Din* of] three. The proceedings of three are generally known, so she hearing and knowing [that the Get was cancelled] would remain unmarried, and we have therefore to save her from being a deserted wife.<sup>7</sup>

Our Rabbis have taught: If [the husband] did cancel [the Get before a *Beth Din*] it is cancelled.<sup>8</sup> This is the ruling of Rabbi. Rabban Simeon b. Gamaliel, however, says that he can neither cancel it nor add any additional conditions, since if so, what becomes of the authority of the *Beth Din*?<sup>2</sup> And is it possible then, that where a Get is according to the Written Law cancelled we should, to save the authority of the *Beth Din*, [declare it valid and] so allow a married woman to marry another? —

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Yes. When a man betroths a woman, he does so under the conditions laid down by the Rabbis, and in this case the Rabbis annul his betrothal. Said Rabina to R. Ashi: This is quite right if the husband had originally betrothed his wife with money.<sup>10</sup> But if he had betrothed her by the act of marriage,<sup>11</sup> what can we say? — The Rabbis declared the act of marriage to be retrospectively non-marital.

Our Rabbis have taught: 'If a man said to ten persons, Write a Get for my wife,<sup>12</sup> he can countermand the order to each of them separately.<sup>13</sup> This is the ruling of Rabbi. Rabban Simeon b. Gamaliel, however, says that he can only countermand the order when they are together.'<sup>14</sup> What is the point at issue between them? — The point at issue is whether if part of an evidence has been nullified the whole of it is nullified. Rabbi was of opinion that if part of an evidence has been nullified

1. Sheb. X, 14, v. *infra* 36a in connection with the *Prosbul*.
2. I.e., the fact that he says twice 'So-and-so' is of no significance.
3. *Ibid*.
4. I.e., 'We, So-and-so, acting as a *Beth Din*.'
5. I.e., 'This is a record of the testimony given before us ...'
6. Heb. Mamzerim, v. [Glos.](#)
7. Hence the enactment of R. Gamaliel the Elder.
8. In spite of the regulation of Rabban Simeon b. Gamaliel.
9. Lit., 'how is the power of the *Beth Din* (left) unimpaired.' The *Beth Din* of Rabban Gamaliel which made the regulation.
10. Because the *Beth Din* can declare the money he gave her as *Kiddushin*, public property (Hefker,) v. *infra* 36b.
11. V. Kid. 2a.
12. In which case one writes and two sign. *Infra* 66b.
13. In spite of the regulation of Rabban Gamaliel.
14. As to do otherwise would be to disregard the regulation.

## Gittin 33b

the whole of it is not nullified. If therefore those [who have not heard the order

countermanded] go and write [the Get] and give it to her, their action is quite proper.<sup>1</sup> Rabban Simeon b. Gamaliel was of opinion that if part of an evidence is nullified the whole is nullified. [If therefore] those [who] do not know [that the order is countermanded] go and write [the Get] and give it to her, then they are enabling a married woman to marry again. Or if you like I can say that both Rabbi and Rabban Simeon b. Gamaliel are agreed that if part of an evidence is nullified the whole is not nullified, and the reason of Rabban Simeon b. Gamaliel here is that in his opinion a thing which is done in the presence of ten can only be undone in the presence of ten.<sup>2</sup>

The question was raised: Suppose he said 'All of you write,'<sup>3</sup> what are we to say?<sup>4</sup> Do we say that the reason of Rabban Simeon b. Gamaliel [for forbidding in the case where he did not say 'all of you'] is that in his opinion if part of an evidence is nullified the whole is nullified,<sup>5</sup> and since he said to these 'all of you,' they cannot write the Get and give it [without these two],<sup>6</sup> or is his reason that in his opinion a thing which has been done in the presence of ten can only be undone in the presence of ten, and therefore even if he said 'all of you' [he can only countermand the order when they are all together]?<sup>7</sup> —

Come and hear: If a man said to two persons, Give a Get to my wife, he can countermand the order to one without the other. This is the ruling of Rabbi. Rabban Simeon b. Gamaliel, however, says that he can only countermand it to both of them together.<sup>8</sup> Now two here are equivalent to 'all of you,'<sup>9</sup> and yet we see that Rabbi and Rabban Simeon differ?<sup>10</sup> — Said R. Ashi: If the two are witnesses to the Get, then Rabban Simeon would also admit [that he can countermand separately].<sup>11</sup> Here, however, we are dealing with witnesses to the taking of the Get.<sup>12</sup> This opinion is borne out by the conclusion of the passage quoted: 'If he told each of them separately [in the first instance], he can countermand to them separately.'<sup>13</sup> For if you say that it speaks of witnesses to the taking of the Get,

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this is intelligible.<sup>14</sup> But if you say that it speaks of the witnesses to the writing of the Get, how can these be joined together [if they were at first separate]? Has not the Master said: 'Their [separate] evidences are not combined [to form a whole]; they must both see [the event] together'?<sup>15</sup> —

[This, however, is not conclusive], since perhaps [the teaching quoted] follows the view of R. Joshua b. Korhah.<sup>16</sup>

R. Samuel b. Judah said: I have heard R. Abba give rulings on both [these points],<sup>17</sup> one following Rabbi and the other following Rabban Simeon b. Gamaliel, but I do not know which one follows Rabbi and which Rabban Simeon b. Gamaliel. Said R. Joseph: We are able to throw light on this. For when R. Dimi came [from Palestine], he reported to us that Rabbi once in an actual case decided according to the ruling of the Sages,<sup>18</sup> and R. Parta the son of R. Eleazar b. Parta and the grandson of the great R. Parta said to him: If that is so, what authority do you leave to the *Beth Din*,<sup>19</sup> and Rabbi thereupon reversed his decision and followed the ruling of R. Simeon b. Gamaliel.<sup>20</sup> And since the ruling in this case follows Rabban Simeon b. Gamaliel,<sup>21</sup> in the other it follows Rabbi.

R. Josiah from Usha was also of opinion that the ruling in one case followed the opinion of Rabbi and in the other of Rabban Simeon b. Gamaliel. For Rabbah b. Bar Hanah said: We were sitting five elders before R. Josiah from Usha and a certain man came before him whom he compelled to give a Get against his will, and he said to them [the witnesses, after compelling him], Go and conceal yourselves [from him] and write her [the Get]. Now if you assume that he ruled according to the opinion of Rabbi, if they did conceal themselves what difference did it make?<sup>22</sup> This shows that [in this point] he followed Rabban Simeon b. Gamaliel.

But should you assume further that in the other point also he held with Rabban Simeon b. Gamaliel, [we can ask,] why should they

have hidden themselves? It would have been sufficient if they had separated.<sup>23</sup> This shows that he held with Rabbi in regard to one point and with Rabban Simeon b. Gamaliel in regard to the other. Raba, however, said in the name of R. Nahman that the *Halachah* follows Rabbi in both points. But does not R. Nahman hold that the authority of the *Beth Din* must be upheld? Did not R. Nahman say in the name of Samuel,

1. Because as the Get has not been annulled the regulation is not disregarded.
2. Hence the practical difference between Rabbi and Rabban Simeon b. Gamaliel is that according to the former he can at least prevent any two from signing, whereas according to the latter he cannot even do this, unless he forbids them all together.
3. In which case one must write and all sign. *Infra*, 66b.
4. Does Rabban Simeon still forbid him from preventing one or two separately?
5. And therefore if we allowed this harm would ensue, as the rest might sign when they had no right to do so.
6. And therefore no harm can ensue and he may do this.
7. And the two whom he forbids can disregard his instruction.
8. Tosef. Git. III.
9. As one cannot sign the Get without the other.
10. And Rabban Simeon requires that they must all be together.
11. Because no harm can possibly ensue, as one signature by itself is worthless.
12. I.e., he appointed the two as bearers to take the Get to the wife, in which case one might take it to her without the other, being unaware that the husband had countermanded the commission.
13. As countermanding the order to one does not affect the order to the other.
14. Since no question of evidence arises in connection with the act of taking the Get.
15. Keth. 26b; B.B. 32a. Similarly here both witnesses must receive in each other's presence the mandate to write the Get.
16. Who holds that they need not be together.
17. Viz., the annulling of the Get in another place and the countermanding of one witness not in the presence of the other.
18. That if the judges estimated an article at a sixth more or less than its real value, the sale is invalid. Keth. 99b.
19. v. *supra* p. 135. n. 1.
20. Which shows that the authority of the *Beth Din* is in all cases to be upheld.

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21. Viz., that the annulment in another place is ineffective, since, if not, the authority of the *Beth Din* is not upheld. (V. Tosaf. s.v. [G]).
22. He can find two other persons and annul it in their presence.
23. Because he cannot countermand it to each witness separately.

## Gittin 34a

'If orphans [under age] desire to divide the property left to them by their father, the *Beth Din* appoints for each of them a guardian who sees that he obtains a fair share. When they grow up, however, they are able to object,' and did not R. Nahman, speaking in his own name, hold that they are not at liberty to object, because if they are, what becomes of the authority of the *Beth Din*? — The question there was one of money, here it is one of a forbidden act.<sup>1</sup>

Giddal b. Re'ilai sent a Get to his wife. The bearer went and found her weaving. He said to her, Here is your Get. She said to him: Go away now at any rate and come again tomorrow. He went back to him and told him, whereupon he exclaimed, Blessed be He who is good and does good!<sup>2</sup> Abaye said, 'Blessed is He who is good and does good,' and the Get itself is not cancelled,<sup>3</sup> and Raba said, 'Blessed is He who is good and does good,' and the Get is cancelled.

What is the point at issue between them? — The point at issue is the revealing of intention in respect of a Get. Abaye holds that the revealing of intention in respect of a Get makes a difference, and Raba held that it makes no difference. Said Raba: What makes me take this view? Because R. Shesheth compelled a man to consent to give a Get, and the man said afterwards [to the witnesses], I heard R. Shesheth say to you, 'Let the Get be cancelled,' and R. Shesheth forced him to give another Get.<sup>4</sup> And did R. Shesheth then, asked Abaye, cancel other men's bills of divorce? In fact the man himself cancelled it, and the reason why he used these words<sup>5</sup> was on account of his [R. Shesheth's] beadles.<sup>6</sup>

Said Abaye: What makes me take my view? Because Rab Judah once forced the son-in-law of R. Jeremiah Bira'ah to give his wife a Get, and he cancelled it, whereupon he forced him again. He cancelled it again and he again forced him to give it, and he said to the witnesses, stuff grass<sup>7</sup> into your ears and write it.<sup>8</sup> Now if you assume that the revealing of intention makes a difference in a Get, do they not see him running after them? And Raba? — [He will reply that they may think] the reason why he ran after them was to tell them to make sure to give it to her so that he could put an end to his troubles.

Said Abaye further: What makes me take this view? Because there was a man who said to the witnesses, If I do not come within thirty days, this shall be a Get. He came on the thirtieth day, but could not get across the river,<sup>9</sup> and he called to them, 'See that I have come, see that I have come,' and Samuel said that this was no coming.<sup>10</sup> And Raba? — [He can rejoin,] In that case did he want to annul the Get? What he wanted was but to fulfill his condition, and his condition was not fulfilled.<sup>11</sup>

A certain man said [on writing a Get for his betrothed], If I do not marry her within thirty days, this shall be a Get. When the thirtieth day came, he said, See, I am busy making the preparations. Now why should we have any doubts [about the validity of the Get]? If because the man was forcibly prevented [from marrying], force majeure is no plea in regard to a Get. If again because he revealed his intention [of annulling it], on this point there is a difference of opinion between Abaye and Raba.<sup>12</sup>

A certain man said [on writing a Get for his betrothed]. If I do not marry by the first day of Adar, this will be a Get. When the first of Adar came he said, I meant the first of Sivan. Now should we have any doubts about the validity of the Get? If because he was forcibly prevented, force majeure does not invalidate a Get. If because he revealed his intention, on

# GITTIN – 2a-48a

this point there is a difference of opinion between Abaye and Raba.<sup>13</sup>

The law<sup>14</sup> follows Nahman, and the law follows Nahman,<sup>15</sup> and the law<sup>16</sup>

1. Viz., of allowing a married woman to marry again, and where this was involved the Rabbis disregarded the authority of the *Beth Din*.
2. In giving him a chance to change his mind.
3. But can still be used to divorce the woman.
4. Because he had made it clear that he did not desire the Get to be given.
5. I.e., why he mentioned R. Shesheth.
6. Who beat him and asked him why he had cancelled it. Thus according to Abaye there was here not a mere revealing of intention but an actual annulment.
7. Lit., 'pumpkins'.
8. That you may not hear the annulment.
9. Lit., 'the ferry prevented him', as there was no ferry available for him to cross.
10. This proves that his revealing of his intention to annul the Get made no difference.
11. By calling 'See, I have come' he 'did not mean to annul the Get, but simply to announce that he had endeavored to fulfill the condition which should invalidate the Get.
12. According to Abaye, the revealing of his intention makes no difference, according to Raba he reveals his intention not to annul the Get but to fulfill his condition. Both, however, agree that the Get is valid.
13. V. preceding note.
14. That the Get can be annulled in the presence of two.
15. Who said that the *Halachah* is according to Rabbi in both points in dispute.
16. In regard to the revealing of intention.

## Gittin 34b

follows Nahmani.<sup>1</sup>

**MISHNAH.** ORIGINALLY THE HUSBAND WAS ALLOWED TO GIVE [IN THE GET] AN ADOPTED NAME<sup>2</sup> OF HIMSELF OR OF HIS WIFE, OR AN ADOPTED TOWN OF HIMSELF OR OF HIS WIFE.<sup>3</sup> RABBAN GAMALIEL THE ELDER MADE A REGULATION THAT HE SHOULD WRITE, 'THE MAN SO-AND-SO OR BY WHAT EVER NAMES HE IS KNOWN,'<sup>4</sup> 'THE WOMAN SO-AND-SO OR BY WHATEVER NAMES SHE IS KNOWN,' TO PREVENT ABUSES.<sup>5</sup>

**GEMARA.** Rab Judah said in the name of Samuel: The Jews from overseas sent to Rabban Gamaliel the following inquiry: If a man comes here from Eretz Yisrael whose name is Joseph but who is known here as Johanan, or whose name is Johanan but who is known here as Joseph, how is he to divorce his wife? Rabban Gamaliel thereupon made a regulation that they should write in the Get, The man So-and-so or by whatever names he is known, the woman So-and-so or by whatever names she is known, to prevent abuses.<sup>6</sup>

R. Ashi said: This is necessary only if the man is known to have two [or more] names. Said R. Abba to R. Ashi: R. Mari and R. Eleazar concur with you in this. It has been taught in agreement with R. Ashi: If a man has two wives, one in Judea and the other in Galilee, and he has two names by one of which he is known in Judea and by the other in Galilee, and if he divorces his wife in Judea under the name which he bears in Judea and his wife in Galilee under the name which he bears in Galilee, the divorce is not effective: it does not become so until he divorces his wife in Judea under the name he bears in Judea with the addition of the name he bears in Galilee, and his wife in Galilee under the name he bears in Galilee with the addition of the name he bears in Judea.<sup>7</sup> If, however, he goes away to another place<sup>8</sup> and gives a divorce under one of the names only, the divorce is effective. But did you not just say, 'with the addition of the name he bears in Galilee'?<sup>9</sup> This shows that the one rule<sup>10</sup> applies where he is known [to have more than one name], and the other rule<sup>11</sup> applies where he is not known [to have more than one name].

There was a woman who was known to most people as Miriam but to a few as Sarah, and the Nehardeans ruled that [in a Get she should be referred to as] 'Miriam or any other name by which she may be called' and not 'Sarah or any other name by which she may be called.'<sup>12</sup>

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**MISHNAH.** A WIDOW HAS [BY RIGHTS] NO POWER TO RECOVER [HER *KETHUBAH*]<sup>13</sup> FROM THE PROPERTY OF ORPHANS SAVE ON TAKING AN OATH.<sup>14</sup> BUT THEY [THE RABBIS] REFRAINED FROM IMPOSING AN OATH ON HER.<sup>15</sup> RABBAN GAMALIEL THE ELDER THEREUPON MADE A REGULATION THAT SHE SHOULD TAKE ANY VOW<sup>16</sup> WHICH THE ORPHANS CHOSE TO IMPOSE ON HER AND SO RECOVER HER *KETHUBAH*. AND [SIMILARLY] WITNESSES SIGN THEIR NAMES TO A GET TO PREVENT ABUSES.<sup>17</sup> HILLEL THE ELDER ALSO INSTITUTED THE *PROSBUL*<sup>18</sup> TO PREVENT ABUSES.

**GEMARA.** Why is this rule [about an oath] laid down with reference to a widow, seeing that it applies to everybody, since it is an established rule that 'one who seeks to recover payment from the property of orphans<sup>19</sup> cannot recover save on taking an oath'<sup>20</sup> — There is a special reason for the mention of a widow. For it might occur to you to say that

1. Abaye, so called because he was brought up by Rabbah b. Nahmani, who called him by the name of his father (Rashi). [According to Aruch, Abaye's real name was Nahmani after his grandfather. but he was nicknamed Abaye ('Little father') by his uncle Rabbah b. Nahmani, who had adopted him at an early age, in order to avoid confusion with his grandfather.]
2. Lit., 'he used to change'.
3. Supposing he had changed his residence temporarily and assumed another name.
4. According to Tosaf., this means that all his other names should be specifically mentioned. *V. Infra*
5. Lit., 'for the better ordering of society.'
6. I.e., to prevent people in case she remarries, from saying that the first husband never divorced her.
7. This seems to confirm the opinion of Tosaf., that all the names must be written in the Get.
8. Neither in Judea nor Galilee.
9. Which shows that his other names must be included.
10. That his other name must be included.
11. That one name is sufficient.
12. This would seem to show that the Mishnah is to be taken in its literal sense and not as interpreted by Tosaf.
13. *V. Glos.*

14. That she had not received any part of the *Kethubah*.
15. *V. infra*.
16. E.g., a vow to abstain from certain kinds of food if it should be found that she had already received any part of the *Kethubah*.
17. *V. infra*. Lit., 'for the better ordering of society.'
18. *V. Glos.* and *infra*.
19. For a debt incurred by their father.
20. B.B. 5b; Keth. 872.

## Gittin 35a

in order [to render marriage] more attractive<sup>1</sup> the Rabbis made a concession in her case. We are told [therefore that this is not so].

**THEY [THE RABBIS] REFRAINED FROM IMPOSING AN OATH ON HER.** What was the reason of this refusal? Shall we say it is to be found in the incident reported by R. Kahana, or, according to others by Rab Judah in the name of Rab, viz., that in a year of scarcity a certain man deposited a *Dinar* of gold with a widow, who put it in a jar of flour. Subsequently she baked the flour and gave [the loaf] to a poor man. In course of time the owner of the *Dinar* came and said to her, 'Give me back my *Dinar*, and she said to him: May death seize upon one of my sons<sup>2</sup> if I have derived any benefit for myself from your *Dinar*, and not many days passed — so it was stated — before one of her sons died.

When the Sages heard of the incident they remarked: If such is the fate of one who swears truly, what must be the fate of one who swears falsely! Why was she punished? Because she had derived advantage from the place of the *Dinar*.<sup>3</sup> How then could the Sages speak of her as one who had sworn truly? — What they meant was, One who might be said to have sworn truly. If that is the reason [why the Rabbis refrained from imposing an oath], why only to a widow? Why not also to a divorced woman? Why has R. Zera said in the name of Samuel, 'This rule applies only to a widow, but to a divorced woman an oath is administered'? — There is a special reason in the case of a widow, because she finds a

## GITTIN – 2a-48a

justification for herself [for swearing falsely] on account of the trouble she has taken on behalf of the orphans.<sup>4</sup>

Rab Judah stated in the name of R. Jeremiah b. Abba: Rab and Samuel were both agreed that this rule applied only to an oath imposed in the *Beth Din*, but outside the *Beth Din* an oath may be imposed on a widow.<sup>5</sup> Is this so? Is it not a fact that Rab would not enforce payment of a *Kethubah* [by orphans] to a widow?<sup>6</sup> — This is a difficulty. This is the version given in Sura. In Nehardea the version is as follows, Rab Judah said in the name of Samuel: This rule applies only to an oath imposed in the *Beth Din*, but outside the *Beth Din* an oath may be imposed on a widow. Rab, however, held that even outside the *Beth Din* an oath may not be imposed on her. [This dictum of] Rab [is] in conformity with his expressed view, for Rab would not enforce payment of a *Kethubah* to a widow. Why did he not make her take a vow<sup>7</sup> and so let her recover? — In the time of Rab, vows were not treated lightly.

A certain woman appealed to R. Huna [to enforce payment of her *Kethubah*]. He said to her, What can I do for you, seeing that Rab would not enforce payment of a *Kethubah* to a widow? She said to him: Is not the only reason the fear that perhaps I have already received part of my *Kethubah*? By the Lord of Hosts I swear that I have not received a penny from my *Kethubah*. Said R. Huna: Rab would admit [that we enforce payment] where the widow takes the oath spontaneously.<sup>8</sup>

A certain woman appealed to Rabbah son of R. Huna [to enforce payment of her *Kethubah*]. He said to her: What can I do for you seeing that Rab would not enforce payment of a *Kethubah* and my father also would not enforce payment of a *Kethubah* to a widow? She said to him: At least grant me maintenance. He replied: You are not entitled to maintenance either, since Rab Judah has said in the name of Samuel: If a woman claims her *Kethubah* in the *Beth Din*,

she has no claim to maintenance.<sup>9</sup> She said to him: Turn his seat upside down!<sup>10</sup> He gives me [the worst of] both authorities.<sup>11</sup> They turned his seat over<sup>12</sup> and put it straight again, but even so he did not escape an illness.

Rab Judah said to R. Jeremiah Bira'ah: impose a vow on her in the *Beth Din* and administer an oath to her outside the *Beth Din*, and see that the report reaches my ears, since I desire to make this a precedent.<sup>13</sup>

[The text above stated:] 'R. Zera said in the name of Samuel: This rule applies only to a widow, but to a divorced woman an oath is administered.' Cannot then a divorced woman recover her *Kethubah* on [merely] taking a vow? Was not [a communication] sent from there<sup>14</sup> saying that 'So-and-so the daughter of So-and-so received a Get from the hand of Aha b. Hedia who is also known as Ayah Mari and took a vow binding herself to abstain from all produce whatsoever if she should be found to have received of her *Kethubah* anything besides a blanket, a book of the Psalms, a copy of Job and a copy of Proverbs much worn,

1. To women in general by making it easier for them to recover their *Kethubahs*.
2. Lit., 'May the poison of death have benefit from one of the sons of this woman.'
3. Which saved her the corresponding quantity of flour.
4. For which she considers she is entitled to some compensation.
5. Within the *Beth Din* she would be required to take a scroll of the Law or a pair of phylacteries in her hand and swear by one of the divine Names, but outside the *Beth Din* these solemnities would be dispensed with.
6. Surely he could have had an oath imposed on her outside the *Beth Din*.
7. In accordance with the regulation if Rabban Gamaliel. V. Mishnah.
8. Lit., 'jumps forward'.
9. V. Keth. 542.
10. [May he be humiliated (Rashi) — a curse the allusion of which is not quite clear. Goldschmidt connects it with the action of overturning the seat of one who died.]

# GITTIN – 2a-48a

11. I.e., you follow Rab in refusing to collect the *Kethubah* and Samuel in refusing maintenance.
12. [That the force of the curse should find itself spent in its literal fulfillment].
13. Rab Judah was a disciple of Samuel, and desired to impose his ruling on R. Huna and the other disciples of Rab.
14. From Eretz Yisrael to Babylon.

## Gittin 35b

and we valued them at five *Maneh*. When she presents herself to you, empower her to collect the rest.<sup>1</sup> — R. Ashi said: The Get in that case was one given by a brother-in-law.<sup>2</sup>

RABBAN GAMALIEL THE ELDER MADE A REGULATION THAT SHE SHOULD TAKE A VOW, etc. R. Huna said: This rule applies only if she is not married again, but if she is married, she cannot take the vow. What is the reason why she cannot take it if she is married? Because her husband may annul it.<sup>3</sup> Even if she is not married, cannot the husband annul it when she marries again? — A husband cannot annul vows taken previously to his marriage with her.<sup>4</sup> But is there not a possibility that she may apply to a Sage<sup>5</sup> and obtain release from him? — R. Huna held that the particulars of the vow must be stated to the Sage.<sup>6</sup> R. Nahman held that even after the [second] marriage [she may take the vow]. But if she is married there is no question that the husband can annul the vow? — The vow must be taken by her in the presence of a company.<sup>7</sup>

An objection [against R. Huna's ruling] was raised [from the following]: If she has married again, she may recover her *Kethubah* provided she has taken a vow. Does not this mean 'if she takes a vow now'? — No; it means, if she has taken a vow before [the second] marriage. But has it not been taught: 'If she marries again, she can take a vow and recover her *Kethubah*'? — There is a difference on this point between Tannaim, since there is an authority who holds that a vow which has been taken in the presence of

a company can be annulled, and there is an authority who holds that it cannot be annulled.<sup>8</sup>

The question was raised in the Academy: Is it necessary to state the particulars of the vow [on seeking annulment] or is it not necessary? — R. Nahman said that it is not necessary, R. Papa said that it is necessary. R. Nahman said that it is not necessary, because if you say that it is, it may happen that the applicant will not state the case fully<sup>9</sup> and the Sage will act on what he has been told.<sup>10</sup> R. Papa said it is necessary, to prevent forbidden things being done.<sup>11</sup>

We have learnt:<sup>12</sup> 'If [a priest] marries a woman whom he should not,<sup>13</sup> he is disqualified [from participating in the Temple service] until he vows to have no benefit [from his wife]:'<sup>14</sup> and in this connection it was taught, he can take the vow and participate in the service and give the divorce when he descends.<sup>15</sup> Now if you say that it is not necessary to state particulars of the vow, is there not a possibility that he may apply to a Sage and obtain release?<sup>16</sup> —

1. Apparently the couple had gone from Babylon to Palestine and the husband had given the divorce there, but his property was in Babylon.
2. Who divorced her after having married her as levir, and the *Kethubah* to which she was entitled was that given by the first husband, and therefore she claimed it as a widow and not as a divorced woman.
3. In accordance with the law laid down in Num. XXX, 8.
4. This rule is based on the words, And if she vowed in her husband's house in Num. XXX, 11.
5. If a vow was found to be impossible of fulfillment, a Sage was empowered to discover a loophole for remitting it, v. Ned. 21ff.
6. And if the woman stated that her reason was to obtain money to which she was not entitled, he would certainly not release her.
7. Lit., 'many', i.e., ten or more, R. Nahman holding that such a vow could not be remitted.
8. And this authority therefore allows her to recover the *Kethubah* on taking such a vow even after she is married.
9. Lit., 'will cut short his account.'

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10. And he may grant release where it should be withheld or vice versa.
11. E.g., to prevent the woman from obtaining money wrongfully or to prevent someone from doing a wrong act from which he has vowed to abstain.
12. Bek. 45b.
13. Lit., 'in transgression', e.g., a divorced woman.
14. I.e., to divorce her (Rashi).
15. From the altar after finishing the service.
16. So that retrospectively he proves to have taken part in the service when disqualified.

## Gittin 36a

We assume that the vow is taken by him in the presence of a company. This is a valid reason for one who holds that a vow which has been taken in the presence of a company cannot be annulled. But what are we to say to one who holds that it can be annulled? — We must say that the vow is imposed on the authority<sup>1</sup> of the company.

For Amemar has said: The law is that even according to those who hold that a vow made in the presence of a company cannot be annulled, one made on the authority of a company cannot be annulled. This, however, is the case only with a vow relating to some optional action, but if it interferes with a religious duty, it can be annulled. A case in point is that of the teacher of children whom R. Aha bound by a vow on the authority of a company [to give up teaching], because he maltreated the children, but Rabina reinstated him because no other teacher could be found as thorough as he was.

**WITNESSES SIGN A GET TO PREVENT ABUSES.** [Is this rule only] to prevent abuses?<sup>2</sup> It derives from the Scripture, does it not, since it is written, And subscribe the deeds and seal them?<sup>3</sup> — Rabbah said: [All the same this reason] is necessary on the view of R. Eleazar, who said that the witnesses to delivery make [the Get] effective. The Rabbis nevertheless ordained that there should be witnesses to sign [as well], to prevent abuses, since sometimes the witnesses [to delivery] may die or go abroad.

R. Joseph said: You may even say [that this reason is necessary] on the view of R. Meir,<sup>4</sup> [and what] they ordained was that the witnesses should subscribe their names in full,<sup>5</sup> to prevent abuses, as it has been taught: At first the witness used simply to write, 'I, So-and-so,<sup>6</sup> subscribe as witness. 'If then his writing could be found on other documents,<sup>7</sup> the Get was valid, but if not, it was invalid. Said Rabban Gamaliel: A most important regulation was laid down [by the Rabbis], that the witnesses should write their names in full in a Get, to prevent abuses.<sup>8</sup> But is not a mark enough? Did not Rab [sign by] drawing a fish and R. Hanina by drawing a palm-branch, R. Hisda with a Samek,<sup>9</sup> R. Hoshai with an Ayin, and Rabbah son of R. Huna by drawing a sail?<sup>10</sup> — The Rabbis are different, because their marks are well known. How did they make these signs known to begin with? — On letters.<sup>11</sup>

**HILLEL INSTITUTED THE PROSBUL.** We have learnt elsewhere: A *Prosbul* prevents the remission of debts [in the Sabbatical year]. This is one of the regulations made by Hillel the Elder. For he saw that people were unwilling to lend money to one another and disregarded the precept laid down in the Torah, Beware that there he not a base thought in thine heart saying, etc.<sup>12</sup> He therefore decided to institute the *Prosbul*. The text of the *Prosbul* is as follows: 'I hand over to you, So-and-so, the judges in such-and-such a place, [my bonds], so that I may be able to recover any money owing to me from So-and-so at any time I shall desire';<sup>13</sup> and the *Prosbul* was to be signed by the judges or witnesses.<sup>14</sup>

But is it possible that where according to the Torah the seventh year releases Hillel should ordain that it should not release? — Abaye said: He was dealing with the Sabbatical year in our time,<sup>15</sup> and he went on the principle laid down by Rabbi, as it has been taught: Rabbi says: [It is written], Now this is the matter of the release; [every creditor] shall release.<sup>16</sup> The text indicates here two kinds of release,<sup>17</sup> one the release of land<sup>18</sup> and the

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other the release of money. When the release of land is in operation the release of money is to be operative, and when the release of land is not operative the release of money is not to be operative.<sup>19</sup>

1. Lit., 'by the knowledge' or 'will of'; i.e., they say to him, 'We administer this vow to you on our responsibility.'
2. And so of Rabbinical sanction only.
3. Jer. XXXII, 44.
4. That the witnesses who sign the Get make it effective.
5. I.e., their name and that of their father, e.g., Reuben ben Jacob, and not merely their own name, which would be sufficient from the point of view of the Torah. [V. Strashun and cf. following note].
6. [Without specifying his name (Rashi). The term 'So-and-so' however, hardly bears this interpretation. Tosef. Git, VII omits 'So-and-so' and reads simply 'I am witness'; cf. previous note].
7. Through which his identity could be established.
8. Because now it would be possible to find witnesses who recognized their signatures.
9. One letter of his Hebrew name.
10. Al. 'boat'; al. 'mast'.
11. [G] 'discs', 'tablets', 'official letters'.
12. Deut. XV, 9. The verse proceeds, The seventh year is at hand, and thine eye be evil against thy poor brother and give him naught.
13. Even after the Sabbatical year.
14. Sheb. x, 3. [The principle underlying the *Prosbul* is founded on the passage 'that which is thine with thy brother thine hand shall release' (Deut. XV, 2). From this there had been derived the law that the operation of the year of release did not affect debts of which the bonds had been delivered to the Court before the intervention of the year of release (v. Sifre. a.l. and *infra* p. 38), such debts being regarded as virtually exacted' and hence not coming under the prohibition 'he shall not exact'. By a slight extension of this precedents the *Prosbul* was instituted, which in effect amounted to entrusting the Court with the collection of the debt. Without actually handing over the bond to the court, as required by the existing law, the creditor could secure his debt against forfeiture by appearing in person before the *Beth Din* and making the prescribed declaration. For a fuller examination of the nature and legal effect of the *Prosbul* as well as a survey of the proposed derivations of the term, v. Blau, L. *Prosbul* im Lichte der Griechischen Papyri und der Rechtsgeschichte.]

15. After the destruction of the first Temple.
16. Deut. XV, 2.
17. By the juxtaposition of the two words, [H] ('release') and [H] ('shall release').
18. At the Jubilee. V. Lev. XXV, 13.
19. The Jubilee was not operative in the time of the Second Temple because the land was not fully occupied by Israel. But v. Tosaf. s.v. [H].

## Gittin 36b

The Rabbis, however, ordained that it should be operative, in order to keep alive the memory of the Sabbatical year, and when Hillel saw that people refrained from lending money to one another, he decided to institute the *Prosbul*.<sup>1</sup>

But is it possible that where according to the Torah the seventh year does not release, the Rabbis should ordain that it does release?<sup>2</sup> — Abaye replied: It is a case of 'sit still and do nothing'.<sup>3</sup> Raba, however, replied: The Rabbis have power to expropriate [for the benefit of the public]<sup>4</sup> For R. Isaac has said: How do we know that the Rabbis have power to expropriate? Because it says, And that whosoever came not within three days according to the counsel of the princes and the elders, all his substance should be forfeited, and himself separated from the congregation of the captivity.<sup>5</sup> R. Eleazar said: We derive it from here: These are the inheritances which Eleazar the priest and Joshua the son of Nun and the heads of the fathers' houses, etc.<sup>6</sup> Now why is the word 'fathers' [here] put next to 'heads'?<sup>7</sup> To show that just as fathers transmit to their children whatever property they wish, so the heads transmit to the public whatever they wish.

The question was raised: When Hillel instituted the *Prosbul*, did he institute it for his own generation only or for future generations also? What is the practical bearing of this question?<sup>8</sup> — [In case we should desire] to abolish it. If you say that Hillel instituted the *Prosbul* only for his own generation, then we may abolish it, but if for future generations also, [this would not be easy] since one *Beth Din* cannot annul the

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decisions of another unless it surpasses it in wisdom and in numbers.<sup>2</sup> What [then is the answer]? —

Come and hear, [since] Samuel has said: We do not make out a *Prosbul* save either in the *Beth Din* of Sura<sup>10</sup> or in the *Beth Din* of Nehardea.<sup>11</sup> Now if you assume that Hillel instituted the *Prosbul* for all generations, then it should be made out in any *Beth Din*? — perhaps when Hillel instituted it for all generations, he meant it to be issued by a *Beth Din* like his [Samuel's] or like that of R. Ammi and R. Assi, which are strong enough to enforce payment [where necessary], but not for the ordinary *Beth Din*.

Come and hear: Samuel said: This *Prosbul* is an assumption<sup>12</sup> on the part of the judges; if I am ever in a position, I will abolish it.<sup>13</sup> He abolish it? How so, seeing that one *Beth Din* cannot annul the decision of another unless it is superior to it in wisdom and numbers? — What he meant was: If ever I am in a stronger position than Hillel, I will abolish it.<sup>14</sup> R. Nahman, however, said: I would confirm it. Confirm it? Is it not already firmly established? — What he meant was: I will add a rule that even if it [the *Prosbul*] is not actually written it shall be regarded as written.

The question was raised [in the Academy]: Does this word 'Ulmana mean 'assumption' or 'convenience'?<sup>15</sup> — Come and hear, for 'Ulla once exclaimed:<sup>16</sup> O shameless ['Alubah]<sup>17</sup> bride, to be false under the very bridal canopy!<sup>18</sup> Said R. Mari the son of Samuel's daughter [in reference to this]: What scriptural verse indicates this? The verse, While the king sat at his table my spikenard sent forth its fragrance.<sup>19</sup> Rab said: The [sacred author] still shows his love for us by writing 'sent forth' and not 'made foul'.

Our Rabbis taught: 'They who suffer insults [Ne'elabin]<sup>20</sup> but do not inflict them, who hear themselves reviled and do not answer back, who perform [religious precepts] from love and rejoice in chastisement, of such the

Scripture says, And they that love him are like the sun when he goeth forth in his might.<sup>21</sup>

What is the meaning of the word '*Prosbul*'? — R. Hisda says: Pruz buli u-buti.<sup>22</sup>

1. Which therefore meant rescinding only a regulation of the Rabbis, not a precept of the Torah.
2. For by so doing they rob creditors of their just due.
3. They do not tell the debtors to commit an actual trespass but merely to refrain from paying debts.
4. Lit., '(Anything declared) Hefker (ownerless) by the *Beth Din* is Hefker'.
5. Ezra, X, 8.
6. Josh. XX, 51.
7. It would have been sufficient to say, 'heads of the tribes'.
8. In any case the regulation goes in till it is rescinded.
9. A.Z. 36a.
10. The *Beth Din* of Rab.
11. His own *Beth Din*.
12. Heb. 'Ulmana. The meaning of this word is discussed later.
13. Which shows that Hillel ordained it only for his own generation.
14. Even without a superior *Beth Din*.
15. I.e., did Samuel mean that it was an assumption on the part of the judges to seize money wrongfully, or that it was a convenience for the judges that creditors did not ask them to secure payment of their debts for them before the seventh year.
16. In reference to the making of the Golden Calf.
17. This proves that the root 'Alab means 'to be shameless' or 'arrogant'.
18. I.e., shameless Israel, to be false to God while the *Shechinah* still hovered over them at Mount Sinai.
19. Cant. I, 12.
20. A further proof that the root 'Alab means 'to insult'.
21. Judg. V, 31.
22. This seems to conceal the Greek [G] (before the Council).

## Gittin 37a

Buli means the rich, as it is written, And I will break the pride of your power,<sup>1</sup> and R. Joseph explained: These are the bula'oth<sup>2</sup> in Judah. Buti means the poor, as it is written, Thou shalt surely lend him sufficient.<sup>3</sup> Raba

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asked a certain foreigner,<sup>4</sup> What is the meaning of *Prosbul*? He replied: The porsa<sup>5</sup> of the matter.

Rab Judah said in the name of Samuel: Orphans do not require a *Prosbul*. So too Rami b. Hama learnt: Orphans do not require a *Prosbul*, because Rabban Gamaliel<sup>6</sup> and his *Beth Din* are the parents of orphans.

We have learnt elsewhere: A *Prosbul* is not made out unless [the debtor has] some land. If he has none, the creditor can present him with a spot from his own.<sup>7</sup>

How much is a 'spot'? — R. Hiyya b. Ashi said in the name of Rab: Even a stalk of a carob [is enough]. Rab Judah said: Even if he only lends him a space sufficient for his stove and oven, a *Prosbul* may be made out on the strength of it. Is this so? Has not Hillel<sup>8</sup> learnt: 'A *Prosbul* may be made out only [if the debtor] has a flowerpot with a hole in it', that is, if it has a hole, a *Prosbul* may be made out,<sup>9</sup> but otherwise not. Now why should this be, seeing that the place it occupies [belongs to the debtor]?<sup>10</sup> — This rule applies only where the pot rests on some sticks.<sup>11</sup> R. Ashi would transfer to the debtor the trunk<sup>12</sup> of a date tree and then write a *Prosbul* for the creditor. The Rabbis of the Academy of R. Ashi used to transfer their debts<sup>13</sup> to one another.<sup>14</sup> R. Jonathan transferred his debt to R. Hiyya b. Abba. Do I require anything more? he asked him. You do not, he replied.

Our Rabbis taught; If the debtor has no land but one who is security for him has land, a *Prosbul* may be made out for him. If neither he nor his security has land but a man who owes him money has land, a *Prosbul* may be made out for him. [This is based] on the ruling of R. Nathan, as it has been taught: R. Nathan says: If a man lends another a *Maneh*, and this one lends to a third, how do we know that the *Beth Din* can take from the last [named] and give to the first [creditor]? Because it says, And he shall give it unto him in respect of whom he has been guilty.<sup>15</sup>

We have learnt elsewhere: The seventh year brings release from a debt, whether contracted with a bond or without a bond.<sup>16</sup> Both Rab and Samuel explain that 'with a bond' here means that the debtor has given a lien on his property [for the debt] and 'without a bond' means that he has given no lien. A *fortiori* then does the seventh year release from a debt contracted verbally. R. Johanan and R. Simeon b. Lakish, however, explain that 'with a bond' means a bond that does not contain a lien clause,<sup>17</sup> and 'without a bond' means a debt contracted verbally. A bond which secures a lien, however, is not cancelled.<sup>18</sup> It has been taught in agreement with R. Johanan and R. Simeon b. Lakish: A bond for a debt is cancelled [by the seventh year], but if it contains a lien clause it is not cancelled. It has further been taught: If the debtor has specified a certain field to the lender [as security] for his loans, it is not cancelled. Nay more: Even if he writes [only] 'All my property is security and guarantee for you,' it is not cancelled.

A relative of R. Assi had a bond containing a lien clause. He came before R. Assi and said to him: Is this cancelled [by the seventh year] or not? — He replied: It is not cancelled. He left him and went to R. Johanan [and asked the same question]. [R. Johanan] replied: It is cancelled. R. Assi went to R. Johanan and asked him: Is it cancelled or not cancelled? — He replied: It is cancelled. But you yourself [once] said<sup>19</sup> that such a bond is not cancelled? — He replied: Because we have an opinion of our own [different from what we have learnt], are we to act on it? Said R. Assi: But there is a Baraita in support of your opinion? — He replied: perhaps that follows Beth Shammai, who said<sup>20</sup> that a bond which is perfectly in order<sup>21</sup> is like one which has already been put into operation.

We have learnt elsewhere: If a man lends another money on a pledge or if he hands his bonds to the *Beth Din*, the debts are not cancelled [by the seventh year].<sup>22</sup> That this should be so in the latter case we understand, because it is the *Beth Din* which seizes the

# GITTIN – 2a-48a

debtor's property.<sup>23</sup> But why should it be so in the case of a loan given on a pledge? — Raba replied: Because [the lender] is already in possession of it.<sup>24</sup> Said Abaye to him: If that is so, suppose a man lends another money<sup>25</sup> and lives in his courtyard, in which case he is also in possession, is the debt in this case too not cancelled?<sup>26</sup> — He replied: A pledge<sup>27</sup> is different, because the holder becomes also its owner, according to the dictum of R. Isaac, who said, How do we know that a creditor becomes the owner of a pledge [given for the debt]? Because it says, And it shall be righteousness unto thee.<sup>28</sup> If he is not the owner, what righteousness is there [in restoring the pledge]? Hence we learn that a creditor becomes owner of the pledge.

We have learnt elsewhere:<sup>29</sup>

1. Lev. XXVI, 19.
2. City councils, [G].
3. Deut. XV, 8. The Hebrew root for lend is 'Abat, which is somewhat fancifully connected with Buti. The *Prosbul* benefits the rich because it secures them their loans, and the poor because it enables them to borrow. [Goldschmidt suggests in this connection the derivation from [G] and [G] 'provision against loss'].
4. Heb. La'ozza, a man speaking a foreign language. Possibly we should translate 'linguist'.
5. Cf. [G] 'manner', 'order'.
6. Who was the supreme authority at the time when the Baraitha was first taught.
7. [In which case the debt is regarded as having been refunded to the court who virtually hold the land in payment of the debt on behalf of the creditor, v. p. 148, n. 4].
8. Not the author of the *Prosbul*.
9. Because the earth-pot is then connected with the soil and so the debtor may be regarded as possessing land.
10. And it is therefore analogous to the stove, on which a *Prosbul* may be made out.
11. It occupies no place on the ground, in which case unless it has a hole to connect it with the soil, it cannot serve as basis for a *Prosbul*.
12. Al. 'branch'.
13. Lit., 'commit their words'; i.e., the verbal instructions relating to the recovery of their debts.

14. I.e., used to appoint one another a *Beth Din* for the receiving of their debts without the formality of writing out a *Prosbul*.
15. Num. V, 7. Hence the land of A's debtor can serve as the basis for a *Prosbul* against A.
16. Sheb. X, 1.
17. I.e., a mortgage on his property.
18. Because it is looked upon as having been already enforced, so that there really is no debt.
19. *supra*.
20. Sot. 25a.
21. Lit., 'which is ready to be enforced.'
22. Sheb. X, 2.
23. And the *Beth Din* have power to expropriate, and therefore the creditor is not guilty of 'exaction' in recovering after the seventh year.
24. And he does not 'exact' anything from the debtor.
25. On the security of his courtyard. V. Tosaf. [Evidently in the case where the debt was contracted verbally.]
26. [Whereas in B.M. 67b it is stated that the debt in such a case is cancelled, (Tosaf.).]
27. Of movable property (Rashi).
28. Deut. XXIV, 13. The 'righteousness' is in restoring the pledge to the poor man at sunset.
29. Sheb. X, 8.

## Gittin 37b

If a man repays another money which he owes him in the seventh year, the other should say to him, I remit it.<sup>1</sup> If the debtor then says, 'All the same [take it]', he may take it from him. [This rule is based on] the text, Now this is the word<sup>2</sup> of the release.<sup>3</sup> Rabbah said: The creditor may tie him up<sup>4</sup> till he says so. Abaye raised an objection [from the following]: When [the debtor] offers him the money he should not say, This is in payment of my debt, but, 'It is my [money] and I make you a present of it'? — Rabbah replied: Yes; he ties him up until he says so.

Abba b. Martha, who was the same as Abba b. Manyumi,<sup>5</sup> was pressed by Rabbah for repayment of money he had lent him. He brought it to him in the seventh year.<sup>6</sup> Rabbah said, I remit it. So he took it and went away. Abaye afterwards found Rabbah looking sad. He said to him, Why are you sad? He told him what had happened. So

## GITTIN – 2a-48a

Abaye went [to Abba] and said to him, Did you offer money to Rabbah? I did, he said. And what did he say to you? — I remit it. And did you say to him, Even so take it? — He replied, I did not.

Abaye thereupon said to him: If you had said to him, All the same take it, he would have taken it. Now at any rate go and offer it to him and say, All the same take it. He went and offered it to him, saying, All the same take it. He took it from him and said, This rabbinical student did have the sense to see this from the beginning!

Rab Judah said in the name of R. Nahman: We take a man's word if he says, I had a *Prosbul* and lost it. What is the reason? Since the Rabbis have instituted a *Prosbul*, a man would not [as we say] 'leave on one side permitted [food] and eat forbidden.'<sup>7</sup> When such a man came before Rab, he said to him, Have you had a *Prosbul* and lost it? This is a case for opening thy mouth for the dumb.<sup>8</sup> We have learnt [in opposition to this]: 'Similarly if a creditor produces a bond for a debt without a *Prosbul*, he cannot recover payment'<sup>2</sup> — There is a difference on this point between Tannaim, since it has been taught: If a man produces a bond for a debt [after the seventh year] he must show a *Prosbul* with it. The Sages, however, say that this is not necessary.<sup>10</sup>

**MISHNAH.** SHOULD A [NON-JEWISH] SLAVE [OF A JEW] BE CARRIED OFF BY ROBBERS AND RANSOMED [BY A THIRD PARTY],<sup>11</sup> IF [HE IS RANSOMED] AS A SLAVE HE GOES BACK TO SLAVERY, BUT IF [HE IS RANSOMED] AS A FREE MAN HE DOES NOT GO BACK TO SLAVERY. RABBAN SIMEON B. GAMALIEL SAYS THAT IN EITHER CASE HE GOES BACK TO SLAVERY.

**GEMARA.** With what case are we here dealing? Shall we say that the ransom was effected before [the owner of the slave] had given up hopes [of recovering him]? If so, even if [he is ransomed] as a free man, why should he not go back to slavery?<sup>12</sup> Shall we

say then it was after the owner had given up hopes of recovering him? Then even if [he is ransomed] as a slave, why should he go back to slavery?<sup>13</sup> —

Abaye said: The case indeed is one in which [the master] has not yet given up hopes. If then [he is ransomed] as a slave he goes back to slavery to his first master. If [he is ransomed] as a free man, he is no longer enslaved either to the first master or to the second; to the second, because he ransomed him as a free man, to the first because [if people know that he is to go back to slavery] perhaps they will refrain from ransoming him.<sup>14</sup>

**RABBAN SIMEON B. GAMALIEL SAYS, IN EITHER CASE HE GOES BACK TO SLAVERY,** [since] he holds that, as it is a religious duty to ransom free men, so it is a religious duty to ransom slaves.<sup>15</sup> Raba said that the case dealt with is indeed where [the owner] has given up hopes of recovery. If then [he is ransomed] as a slave, he becomes enslaved to the second master. If he [is ransomed] as a free man, he becomes enslaved neither to the first master nor to the second; not to the second, because he ransomed him as a free man, and not to the first either, because he has given up hopes of recovering him.

**RABBAN SIMEON B. GAMALIEL SAYS, IN EITHER CASE HE GOES BACK TO SLAVERY,** adopting in this the view [also] held by Hezekiah, who said: Why was it laid down that in either case he should go back to slavery? So that slaves should not go and throw themselves into the hands of robber bands and so liberate themselves from their masters.

An objection was raised [against Raba from the following]: Rabban Simeon b. Gamaliel said to them, Just as it is a religious duty to redeem free men, so it is a religious duty to redeem slaves. Now if we adopt the view of Abaye that the case dealt with is where [the owner] has not yet given up hope of recovery

# GITTIN – 2a-48a

— we understand why Rabban Simeon b. Gamaliel said, 'Just as, etc.'<sup>16</sup> But on the view of Raba, that the case is one where [the owner] has given up hope, why, 'just as'? [Rabban Simeon's reason] is the dictum of Hezekiah! —

To which Raba can reply; Rabban Simeon b. Gamaliel was not certain to what the Rabbis were referring, and he argued with them thus: If you are speaking of the case where [the owner] has not yet given up hope, then I say 'just as [etc.]': and if you speak of the case where he has given up hope, then I apply the dictum of Hezekiah.

Now on the view of Raba that the case referred to is where [the owner] has given up hope and that the slave [if ransomed as a slave becomes enslaved] to the second master, [we have to ask], from whom does the second master acquire him? [You must say], From the brigands. Is the brigand himself his rightful owner? — Yes; he was his owner in respect of his labor. For Resh Lakish has said; How do we know that one heathen can own another in respect of his labor? — It says, Moreover of the strangers that shall sojourn among you, of them shall ye acquire.<sup>17</sup> [This indicates that] you may acquire from them,

1. The release of the seventh year, according to the Rabbis, took place only at the end. Hence the word 'seventh year' here is explained to mean 'in the period when the rule of the seventh year is in force,' and the repayment is supposed to be offered after the seventh year (Rashi).
2. Heb. Dabar (E.V. 'manner').
3. Deut. XV, 2.
4. Lit., 'hang him'.
5. [Martha was the name of his mother by whose name he was designated, because she it was who once cured him from the bite of a mad dog, v. Yoma 84a].
6. V. *supra*, n. 4.
7. I.e., he would not have neglected in the first instance to obtain a *Prosbul*, and then afterwards come and claimed the money wrongfully.
8. I.e., where the judges suggest a plea to one of the parties. The expression is taken from Prov, XXXI, 8.

9. Even if he pleads that he lost the *Prosbul*.
10. But he can plead that he lost it.
11. Jews.
12. Because whatever the ransom may stipulate with the captor, the slave is still the property of his master.
13. Viz., to his first master, seeing that he has ceased to be his property.
14. The implication is that there is some merit in restoring the slave to freedom.
15. I.e., from heathen masters, so that they may resume the performance of certain precepts in the service of their Jewish masters. Hence since it is a religious duty, there is no fear that people will refrain from ransoming him.
16. I.e., it was necessary for R. Simeon to adduce this reason.
17. Lev. XXV, 45.

## Gittin 38a

but they cannot acquire from you nor can they acquire from one another. Shall I then say that they cannot acquire one another? [What do you mean by saying,] Shall I say that they cannot acquire one another? Have you not just said that they cannot acquire from one another?<sup>1</sup> — What it means is this: They cannot acquire [slaves] from one another as far as their person is concerned.<sup>2</sup> Shall I say also that they cannot acquire them for [their] labor? You may conclude [that this is not so] by an argument *a fortiori*. A heathen may acquire an Israelite [for his labor];<sup>3</sup> surely then all the more so another heathen.

But may I not say that such acquisition can only be by purchase,<sup>4</sup> but not by *Hazakah*?<sup>5</sup> — R. Papa said: The territory of Ammon and Moab became purified [for acquisition by the Israelites] through [the occupation of] Sihon.<sup>6</sup> We have satisfied ourselves that a heathen [can acquire] a heathen [by act of possession]. How do we know that a heathen [can acquire] an Israelite [in the same way]? — From the text, And he took some of them captive.<sup>7</sup>

R. Shaman b. Abba said in the name of R. Johanan: A slave who escapes from prison becomes a free man, and what is more, his master may be compelled to make out a deed

## GITTIN – 2a-48a

of emancipation for him. We have learnt: RABBAN SIMEON B. GAMALIEL SAYS, IN EITHER CASE HE RETURNS TO SLAVERY, and Rabbah b. Bar Hanah has stated in the name of R. Johanan that wherever Rabban Simeon b. Gamaliel records a statement in our Mishnah, the *Halachah* is in accordance with him, except in the matters of the surety,<sup>8</sup> of Sidon,<sup>2</sup> and the latter proof.<sup>10</sup> Now on the view of Abaye [that the Mishnah speaks of the case where the master has not yet given up hope of recovering], there is no conflict [between the two statements of R. Johanan], since he makes the latter<sup>11</sup> refer to [the period] before [the master has] given up hope and the former [to the period] after he has given up hope. But on the view of Raba that [the latter also] refers to [the period] after [the master] has given up hope, there is a conflict, is there not, between the two statements of R. Johanan? — Raba can reply: What is R. Simeon's reason? The statement of Hezekiah [that the slave may give himself up to raiders]. But this does not apply to one who escapes; seeing that he risks his life [to do so], is it likely that he will throw himself into the hands of raiders?

A female slave of Mar Samuel was carried off [by raiders]. Some [Israelites] ransomed her as a slave and sent her to him, along with a message saying, We hold with Rabban Simeon b. Gamaliel,<sup>12</sup> but even if you hold with the Rabbis [you may accept her], because we have ransomed her as a slave. They thought that he had not yet given up hope [of recovering her], but this was not correct, as he had given up hope [of recovering her], and Samuel not only refrained from making her a slave again but he did not even require her to obtain a deed of emancipation. In this he followed his own maxim that 'if a man declares his slave common property,<sup>13</sup> he becomes a free man and does not require a deed of emancipation, since it says, Every man's servant that is bought for money.<sup>14</sup> Does this mean the servant of a man and not of a woman? No; it means that a slave over whom his master still

has control is called a slave, but a slave over whom his master has no control is not called a slave.

A female slave of R. Abba b. Zutra was carried off by raiders. A certain [heathen] from Tarmud<sup>15</sup> ransomed her in order to marry her. They<sup>16</sup> sent a message to him [R. Abba] saying, If you wish to act well, send her a deed of emancipation. What was the point of this message? If they were able to redeem her,<sup>17</sup> why did they want a deed of emancipation?<sup>18</sup> If they were not able to ransom her, of what good would a deed of emancipation be? —

The fact was that it was possible to ransom her, and if he sent them a deed of emancipation, they would club together and [find the money] to ransom her. Or if you like I can say that they were not [at first] able to ransom her, but if the master would send her a deed of emancipation she would go down in the esteem of the heathen<sup>19</sup> and he would consent to her ransom. But has not a Master said that the heathen like the cattle<sup>20</sup> of Israel better than their [own] wives? — This is their real sentiment, but they think it beneath their dignity to show it.

There was a certain female slave in Pumbeditha who was used by men for immoral purposes — Abaye said: Were it not that Rab Judah has said in the name of Samuel that whoever emancipates his [heathen] slave breaks a positive precept, I would compel her master to make out a deed of emancipation for her. Rabina said; In such a case, Rab Judah would agree [that this is proper], in order to check immorality. And would not Abaye [act in the same way] to prevent immorality, seeing that R. Hanina b. Kattina has reported in the name of R. Isaac that the master of a certain woman who was half slave and half free<sup>21</sup>

1. And still less from an Israelite, so how can they acquire at all?
2. So that if he escapes he becomes free without a deed of emancipation.

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3. This is based on the verse, And if a stranger or sojourner with thee be waxen rich, etc. Lev. XXV, 47.
4. [Lit., 'money.' Lev. XXV, 47. from which we learn that a heathen may acquire an Israelite as slave, speaks expressly of 'purchase money', v. verse 51.]
5. This word seems here to have the double meaning of 'presumptive title' (supposing that the original owner has given up hopes of recovering him), and 'act of possession,' e.g., making the slave serve him. The question thus remains. — Was the brigand the rightful owner?
6. Israel were forbidden to occupy the territory of Ammon and Moab (Deut. II, 9, 19). Sihon had taken some of the land of Moab (Num. XXI, 26), and this the Israelites were permitted to conquer from him and occupy. (Cf. Jud. XI, 15 ff.). This shows that a heathen can acquire ownership by act of possession.
7. Num. XXI, 1. The lesson is derived from the fact that the Israelites taken by the king of Arad are called 'captives'.
8. V. B.B. 173a.
9. V. *infra* 74a and notes.
10. V. Sanh. 31a.
11. That in any case the slave returns to slavery.
12. That even if we ransomed her for freedom, she must again become a slave.
13. Which is equivalent to giving up hope of recovery.
14. Ex. XII, 44.
15. Palmyra.
16. The Jewish authorities in the district.
17. I.e., if the heathen was willing to surrender her for a ransom.
18. They could redeem her back into slavery.
19. Because it would become generally known that she was the slave of a Jew.
20. And therefore the slaves also.
21. Cf. *infra* 42a.

## Gittin 38b

was compelled by the *Beth Din* to emancipate her, the reason being, as R. Nahman b. Isaac stated, that they used her for immoral purposes? — Can you compare the two cases? In this latter case, the woman [if not emancipated] is not qualified to marry either a slave or a free man;<sup>1</sup> in the other case, it is possible for the master to appoint her his slave, and he will look after her.

The text above stated: Rab Judah said in the name of Samuel: Whoever emancipates his

heathen slave breaks a positive precept, since it is written, They shall be your bondmen for ever.<sup>2</sup> An objection was raised [against this from the following]: 'On one occasion R. Eliezer came into the synagogue and did not find [the quorum of] ten there, and he immediately emancipated his slave to make up the ten'? — Where a religious duty [has to be performed], the rule does not apply.

Our Rabbis taught: 'They shall be your bondmen for ever': This is optional. Such is the opinion of R. Ishmael. R. Akiba, however, holds that it is an obligation. Now perhaps R. Eliezer held with the one who says that it is optional?<sup>3</sup> — Do not imagine such a thing, since it has been taught distinctly: R. Eliezer says that it is obligatory.

Rabbah said: For these three offences men become impoverished: for emancipating their [heathen] slaves, for inspecting their property on Sabbath, and for taking their main Sabbath meal at the hour when the discourse is given in the *Beth Hamidrash*. For so R. Hiyya b. Abba related in the name of R. Johanan, that there were two families in Jerusalem, one of which used to take its main meal on Sabbath [at the hour of the discourse] and the other on the eve of Sabbath,<sup>4</sup> and both of them became extinct.

Rabbah said in the name of Rab; If a man sanctifies his slave, he becomes a free man. What is the reason? Because he does not sanctify<sup>5</sup> his body,<sup>6</sup> nor does he say that he is sanctified in respect of his money value. What he must mean, therefore, is that he is to become a member of the 'holy people'.<sup>7</sup> R. Joseph, however, reported Rab as saying; If a man declares his slave common property he becomes a free man. The one who applies this rule where the slave is sanctified would apply it all the more where he is declared common property; but he who applies it where the slave is declared common property, would not necessarily apply it where he is sanctified, because the master may have been referring to his money value.

# GITTIN – 2a-48a

The question was asked: [Does a slave who is thus liberated] require a deed of emancipation or not? — Come and hear: R. Hiyya b. Abin said in the name of Rab; Both the one and the other become free men, and they require deeds of emancipation. Rabbah said: I raise an objection against my own statement<sup>8</sup> from the following: 'If a man sanctifies his property and some slaves are included in it, the treasurers [of the Sanctuary] are not allowed to emancipate them,<sup>9</sup> but they must sell them to others,<sup>10</sup> and these others are allowed to emancipate them. Rabbi says: My view is that the slave can pay his own purchase price<sup>11</sup> and liberate himself,<sup>12</sup> because the treasurer in that case as it were sells him to himself'? — Do you seek to confute Rab from the Mishnah? Rab is himself [considered] a Tanna and is allowed to differ.

Come and hear [an objection to Rabbah]: 'Notwithstanding no devoted thing ... whether of man, etc. [shall be redeemed],<sup>13</sup> these are his Canaanitish men-servants and maid-servants'<sup>14</sup> — We are presuming in this case that he says, [I vow] their money value.<sup>15</sup> If that is so, cannot I say the same in the other case also? — If that were so, what of the words 'the treasurers are not allowed to liberate them'? Why are the treasurers mentioned?<sup>16</sup> And further: 'But they can sell them to others, and these others are allowed to liberate them.' Why are 'others' mentioned? And again: 'Rabbi says: My view is that he may pay his own purchase price and so liberate himself, because the treasurer in that case as it were sells him to himself.' Now if only his money value is devoted, what is the point of the words, 'because as it were he sells him to himself'?

Come and hear: If a man sanctifies his slave, he [the slave] may go on supporting himself from his own labor, because only his money value has been sanctified!<sup>17</sup>

1. Being forbidden to the one as a Jewess and to the other as a slave.
2. Lev. XXV, 46.

3. And if so, what need to explain his action on the ground that where a religious duty is to be performed the rule does not apply?
4. Instead of in the daytime. So Rashi. According to others, however, 'used to dine on Friday afternoon.' This, as Rashi points out, was actually forbidden, because it prevented a man entering on the Sabbath with a good appetite.
5. I.e., devote to the Sanctuary.
6. Since it cannot be used either for a sacrifice or for repairing the Temple.
7. Deut. XIV, 2.
8. Made in the name of Rab, that a slave who is sanctified becomes free.
9. Because their persons are not acquired by the Sanctuary.
10. This shows that the slave's money value is sanctified.
11. v. Kid. 23b.
12. Hence Rabbi also holds that the money value is sanctified.
13. Lev. XXVII, 28.
14. As this objection is from the Scripture, it cannot be answered like the last.
15. And he does not mention sanctification.
16. Lit., 'What have they to do'. If the slaves are not sanctified.
17. And he remains the slave of his master. This is in opposition to Rab.

## Gittin 39a

— Whose opinion is this? It is the opinion of R. Meir, who holds that when a man says a thing he must mean something by it<sup>1</sup> That this view is probably correct is shown by the succeeding clause: Similarly if a man sanctifies himself he maintains himself from his own labor, since he has sanctified only his money value. Now if you say that this follows R. Meir, there is no difficulty.<sup>2</sup> But if you say it follows the Rabbis,<sup>3</sup> we can indeed understand [the rule] in reference to the slave, because he has a purchase price, but has the man himself a purchase price?<sup>4</sup>

May we say that the same difference<sup>5</sup> is found between Tannaim [in the following passage]:<sup>6</sup> If a man sanctifies his slave, then making use of him does not constitute *Me'ilah* [trespass].<sup>7</sup> Rabban Simeon b. Gamaliel says: Use of his hair constitutes trespass.<sup>8</sup> Now is not the point at issue between the two authorities this, that one

## GITTIN – 2a-48a

holds that the slave is sanctified and the other that he is not? — Do you really think so? Why then the expressions, 'constitutes trespass' and 'does not constitute trespass'? It should be, 'he is sanctified' and 'he is not sanctified'? No. Both hold that he is sanctified,<sup>2</sup> and the point at issue here is that the one puts him in the same class with fixed property and the other with movable property.<sup>10</sup>

If that is so, while they differ with regard to his hair should they not differ with regard to his whole body? — The truth is, both hold that a slave is in the same category as fixed property, and they differ here in respect of his hair which is ready for cutting, the one holding that such hair is regarded as already cut, and the other that it is not.

Shall we say that the difference between these Tannaim<sup>11</sup> is the same as the difference between these other Tannaim, as we have learnt: R. Meir says, There are certain things which both are and are not in the same category as fixed property,<sup>12</sup> but the Sages do not agree with him. For instance, if a man says, I entrusted to you ten vines laden with fruit, and the other says, There were only five, R. Meir requires him to take an oath,<sup>13</sup> but the Sages say that anything attached to the soil is in the same category as the soil.<sup>14</sup>

And [commenting on this] R. Jose son of R. Haninah said that the practical difference between them arose in the case of grapes which were ripe for gathering, R. Meir holding that they were regarded as already gathered and the Rabbis that they were not so regarded? — You may even say that R. Meir [does not differ in the case of the hair]. For R. Meir would apply this principle<sup>15</sup> only to the case of grapes which would spoil by being left, but not to hair which improves the longer it is left.

When R. Hiyya b. Joseph went up [to Palestine], he reported this dictum<sup>16</sup> of Rab to R. Johanan. Said the latter: Did Rab really say that? But did not R. Johanan himself say

the same?<sup>17</sup> Has not 'Ulla said in the name of R. Johanan: If a man declares his slave common property, he becomes a free man, but he requires a deed of emancipation? — What R. Johanan meant was, Did Rab really take the same view as I [take]? Others report that [R. Hiyya] did not give him the whole of Rab's statement,<sup>18</sup> and he said to him, And did not Rab say that he requires a deed of emancipation? In this R. Johanan would be consistent, since 'Ulla said in the name of R. Johanan, If a man declares his slave common property, he becomes a free man, but he requires a deed of emancipation.

The text above [stated]: 'Ulla said in the name of R. Johanan: If a man declares his slave common property, he becomes a free man, but requires a deed of emancipation.' R. Abba raised the following objection against 'Ulla: 'If a proselyte dies [without heirs] and Israelites seize<sup>19</sup> his property,<sup>20</sup> if there are slaves included in it, whether grown up or not grown up, they become their own masters as free men. Abba Saul, however, says that the grown-ups become their own masters as free men<sup>21</sup> but the minors become the property of whoever first seizes them.'<sup>22</sup>

Now who has written a deed of emancipation for these?<sup>23</sup> — 'Ulla replied: This Rabbi seems to imagine that people do not study the law. But what after all is the reason [why the slaves require no deed of emancipation]? — R. Nahman replied: 'Ulla was of opinion that the slave of a proselyte comes under the same rule as his wife. Just as his wife is liberated<sup>24</sup> [after his death] without a Get, so his slave is liberated without a deed of emancipation.

But if that is so, the same rule<sup>25</sup> should apply to an Israelite? — Scripture says, And ye shall make them (Canaanitish slaves) an inheritance for your children after you to hold for a possession.<sup>26</sup> If that is the case, then if a man declares his slave common property and then dies, the slave should also [not require a deed of emancipation].<sup>27</sup> How is it then that Amemar has said that if a man declares his slave common property and then

# GITTIN – 2a-48a

dies, nothing can be done for the slave?<sup>28</sup> — [This saying] of Amemar is indeed a difficulty.

R. Jacob b. Idi said in the name of R. Joshua b. Levi: The *Halachah* follows Abba Saul.<sup>29</sup>

R. Zera asked R. Jacob b. Idi:

1. Lit., 'a man does not utter his words idly'. Even though, taken in their literal sense, his words are meaningless. So here, if he declares his slave sanctified, since the person of the slave cannot be sanctified, we take it to mean that his money value is sanctified in the first instance, v. 'Ar. 5a.
2. Because, since he cannot sanctify himself, we suppose the man to mean that he sanctifies his money value.
3. Who say that the words 'I sanctify So-and-so' actually mean, 'I sanctify the purchase price of his person,' I.e. the price which he may fetch when sold as a slave.
4. Surely the freeman cannot be sold as slave.
5. As to the rule where one sanctifies his slave.
6. Sanh. 15a
7. The technical word for applying holy things to secular purposes.
8. V. *infra*.
9. For his money value, contrary to the opinion of Rab.
10. *Me'ilah* could not be committed against fixed property; v. Me'i, 18b.
11. As to whether hair that is ripe for cutting is to be regarded as cut.
12. I.e., though still attached to the soil, they are subject to the rule of movable and not of fixed property.
13. That he was not responsible for the other five,
14. In the case of landed property, an oath was not required of the defendant who admitted part of the claim; v. Shebu. 42b.
15. That something ready to be done is regarded as already done.
16. That if a man declares his slave common property, he goes free.
17. And if so, why was he so surprised?
18. He merely reported Rab's ruling as reported by R. Joseph and not the whole of it as reported by R. Hiyya b. Abin, *supra* 38b.
19. Lit., 'plunder'.
20. If a proselyte dies without (Jewish) issue, any Israelite may seize his property and become his heir.
21. I.e., they are allowed to marry Jewesses.
22. Kid. 232.
23. Which is required according to R. Johanan.
24. I.e., becomes free to marry again.

25. That the slaves whom he leaves behind should become free.

26. Lev. XXV, 46.

27. Because the sons never have been his owners.

28. To enable him to marry either a slave woman or a Jewess; having been declared common property he is deemed partly free, yet he needs a deed of emancipation to complete his freedom, which deed however cannot be made out for him by the heirs, since they have never been his owners. V. *infra* 402.

29. That the grown-up slaves become free, but not the child-slaves.

## Gittin 39b

Did you actually hear this [from R. Joshua], or do you infer it [from something he said]? — Infer it from what? [he replied]. — From the following statement of R. Joshua b. Levi: 'They put the following question to Rabbi: If a man says, I give up hope of recovering my slave So-and-so,<sup>1</sup> what [is the status of the latter]? Rabbi said to them, In my view he has no remedy<sup>2</sup> save through a deed [of emancipation].' Referring to this R. Johanan said: What was Rabbi's reason? He laid stress on the occurrence of the word 'to her' [in the Scripture] in connection both with a slave and a wife,<sup>3</sup> and drew the lesson that just as a woman requires a document [a Get] [to enable her to marry],<sup>4</sup> so does a slave [who has been declared public property].

Now, [continued R. Zera] I assume that you draw [from Rabbi's statement the inference that] just as the woman [is released (by the deed) from] a ritual prohibition<sup>5</sup> and not a monetary obligation, so the slave [is one who is released from] a ritual prohibition and not [from] a monetary obligation.<sup>6</sup> [R. Jacob replied:] Suppose I have only made an inference, what [difference does it make]? — He replied: On the contrary, you can draw just the opposite inference: Just as the woman can be either a grown-up or a child, so the slave<sup>7</sup> can be either a grown-up or a child. [R. Jacob then] said to him: I heard it distinctly [from R. Joshua b. Levi].

R. Hiyya b. Abba, however, said in the name of R. Johanan that the *Halachah* does not

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follow Abba Saul. Said R. Zera to R. Hiyya b. Abba: Did you actually hear this [from R. Johanan], or do you infer it [from something you heard]? — Infer it from what? [he said.] — From the following statement of R. Joshua b. Levi: 'The following question was put to Rabbi: If a man says, I give up hope of recovering my slave So-and-so, what [is the status of the latter]? Rabbi said to them: In my view he has no remedy save through a deed of emancipation.

Referring to this R. Johanan said: What was Rabbi's reason? He laid stress on the occurrence in the Scripture of the words 'to her' in connection [both with a slave] and with a wife, drawing the lesson that just as a [divorced] wife requires a document [to enable her to marry], so does a slave [who has been declared public property]. Now [continued R. Zera], I assume that you draw from Rabbi's statement the inference that just as the wife may be either grown-up or not grown-up, so the slave may be either grown-up or not grown-up. [R. Hiyya replied:] Suppose I have only made an inference, what [difference does it make]? — He replied: On the contrary, you can draw just the opposite inference: just as the woman is [released from] a ritual prohibition and not a monetary obligation, so the slave is one who is [released from] a ritual prohibition and not a monetary obligation. R. Hiyya then said: I heard it distinctly [from R. Johanan].

The Master said: '[Rabbi] said to them, In my view he has no remedy save through a deed of emancipation.' But has it not been taught: 'Rabbi says, The slave can also offer his own purchase price and so liberate himself, because the treasurer [of the sanctuary] as it were sells him to himself'?<sup>8</sup> — What he meant was this: [A liberated slave can become enabled to marry] either by ransoming himself or by obtaining a deed of emancipation; and in this case<sup>2</sup> the ownership has ceased.<sup>10</sup>

Rabbi thus rejects the view of the following Tanna. It has been taught, namely: R.

Simeon says in the name of R. Akiba, May we presume that money payment completes her emancipation in the same way as a deed completes her emancipation?<sup>11</sup> [This cannot be,] since it says, and she be not at all redeemed.<sup>12</sup> The keywords of the whole section<sup>13</sup> are because she was not free.<sup>14</sup> This shows that a document completes her emancipation, but not a money payment.<sup>15</sup>

Rami b. Hama said in the name of R. Nahman that the *Halachah* [in this matter] follows R. Simeon, and R. Joseph b. Hama said in the name of R. Johanan that the *Halachah* does not follow R. Simeon.

R. Nahman b. Isaac once came across Raba b. She'ilta as he was standing at the entrance of the synagogue, and said to him, Does the *Halachah* follow R. Simeon or does it not? — He replied, I say that it does not, but the Rabbis who have come from Mahuza report that R. Zera said in the name of R. Nahman that it does. When I was in Sura I came across R. Hiyya b. Abin and said to him, Tell me now what were the essential facts of the case.<sup>16</sup> He said to me: There was a certain female slave whose master was at the point of death. So she came crying to him and saying, How long am I to go on being a slave? He thereupon took his cap and threw it to her saying, Go and acquire this and acquire yourself with it.<sup>17</sup> The case was brought before R. Nahman and he said, His action was null and void. Those who were present thought that R. Nahman's reason for his decision was that the *Halachah* follows R. Simeon,<sup>18</sup> but this is not correct; his reason was that the man used an article belonging to the transferor.<sup>19</sup>

R. Samuel b. Ahithai said in the name of R. Hamnuna the Elder, who said it in the name of R. Isaac b. Ashian who said it in the name of R. Huna who said it in the name of R. Hamnuna: The *Halachah* follows R. Simeon. This, however, is not correct; the *Halachah* does not follow R. Simeon.

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R. Zera said in the name of R. Hanina who said it in the name of R. Ashi;<sup>20</sup> Rabbi said, If a slave marries a free woman in the presence of his master,

1. This is equivalent to saying, 'I declare him common property.
2. To enable him to marry, cf. n. 5.
3. V. *Infra* 41b.
4. Even if the husband declared her common property.
5. Viz., the prohibition of marrying.
6. Hence Rabbi must have been speaking of grown-up slaves who can acquire their own persons (v. *supra*) and, as soon as they are declared common property by the owner, cease to be his possession. In their case, the deed affects only a prohibition in that it permits them to marry a Jewess. In the case of minors, however, upon whose persons the owner still retains his claim even after having declared them common property, the deed affects money matters, and to such a deed Rabbi was not referring, it not being like that of the woman. Consequently the prohibition of marrying does not apply to children.
7. Who is liberated by the death of his master.
8. *Supra* 38b. This shows that money payment is also effective.
9. Of the man who declares his slave common property.
10. Hence there is no-one from whom the slave can purchase his freedom and his only remedy is through a document.
11. The reference is to a female slave who is half emancipated and betrothed to a Hebrew slave. The question under discussion is, if some other person has intercourse with her after she has been redeemed by a money payment but before she has received a deed of emancipation, is he to suffer the death penalty for having violated a free woman who is betrothed, or is he merely to bring a guilt-offering in accordance with the rule laid down in Lev. XIX, 20.
12. *Lev. loc. cit.*
13. Lit., 'the whole section is closely linked with.'
14. The verse runs: And whosoever lieth carnally with a woman that is a bondmaid betrothed to a husband, and not at all redeemed nor freedom given her, they shall be punished, they shall not be put to death, because she was not free. The words 'not at all redeemed' (lit., 'redeemed she was not redeemed') are interpreted to mean, 'she was redeemed and yet not redeemed,' i.e., redeemed with money but not with a document.

15. As much as to say, she has not the status of a free woman until she receives her deed of emancipation.
16. In which R. Nahman decided that the *Halachah* follows R. Simeon.
17. His intention was to transfer her to herself by means of a *Kinyan* (v. [Glos.](#)) of which the cap was the symbol.
18. That a deed is necessary in such a case to enable her to marry an Israelite.
19. And the rule is that to make the *Kinyan* valid, the article must belong to the transferee, v. B.M. 47b.
20. The mention of R. Ashi in this connection is very strange.

## Gittin 40a

he automatically becomes a free man.<sup>1</sup> Said R. Johanan to him: Are you really sure of that?<sup>2</sup> What I have learnt is, if a man writes a deed of betrothal<sup>3</sup> for his female slave, R. Meir says that she becomes betrothed and the Sages say that she is not betrothed.<sup>4</sup> The explanation is similar to that given by Rabbah son of R. Shilah, who said [in an analogous case], 'When his master puts the phylacteries on him.'<sup>5</sup> So here, the slave becomes free when the master actually gives him a wife.<sup>6</sup>

But is it possible that there can be an action involving a breach of the law which a man would not allow to be done on behalf of his slave but would perform on his own behalf?<sup>7</sup> — R. Nahman b. Isaac said; We are assuming here that in giving her the deed of betrothal] he says, Become free with this and be betrothed with this.<sup>8</sup> R. Meir held that this expression ['be betrothed'] includes emancipation, and the Rabbis held that it does not include emancipation.

R. Joshua b. Levi said: If a servant puts on phylacteries in the presence of his master, he becomes a free man. An objection was raised; 'If his master borrows [money] from his slave, or if his master appoints him administrator of his affairs, or if he puts on phylacteries in the presence of his master, or if he reads three verses in his presence in the synagogue, he does not [thereby] become a

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free man'? — Rabbah son of R. Shila explained that [R. Joshua b. Levi was speaking of the case] where his master [himself] put the phylacteries on him.<sup>2</sup>

When R. Dimi came [from Palestine] he reported [the following ruling] in the name of R. Johanan: If a man when on the point of death says, I do not want my female slave So-and-so to be used as a slave after my death, the heirs can be compelled to make out for her a deed of emancipation. R. Ammi and R. Assi [expostulated with him] saying, Do you not admit that her children will be slaves?<sup>10</sup> When R. Samuel b. Judah came, he said in the name of R. Johanan: If a man when on the point of death says, My female slave So-and-so has given me great satisfaction, let something be done to satisfy her, the heirs may be compelled to satisfy her.<sup>11</sup> The reason is that it is a religious duty to carry out the wishes of the deceased.

Amemar said: If a man declares his slave common property, nothing can be done for the slave.<sup>12</sup> Why so? Because he no longer possesses his body, but he is still bound by the prohibition,<sup>13</sup> and this he cannot transfer to him. Said R. Ashi to Amemar: But has not 'Ulla said in the name of R. Johanan and R. Hiyya b. Abin in the name of Rab, In either case<sup>14</sup> he becomes a free man and requires a deed of emancipation? — He replied: He requires one, but nothing can be done for him.

According to another version, Amemar said: If a man declares his slave common property and then dies, nothing can be done for the slave. Why so? Because he no longer owns his body, but he is still bound by the prohibition, and this he cannot bequeath to his son. Said R. Ashi to Amemar: But when R. Dimi came he reported a ruling of R. Johanan [which conflicts with this]?<sup>15</sup> — R. Dimi's statement was erroneous.<sup>16</sup> Where, he rejoined, was the error? That the man did not say distinctly that the slave should be emancipated? But if he had done so, then they would have had to write her a deed of emancipation, [would

they not]? — Said Amemar: I hold with R. Samuel b. Judah.<sup>17</sup>

A certain settlement of slaves was sold [by their Jewish masters] to heathens. When the second masters died, they applied to Rabina,<sup>18</sup> and he said to them, Go and find the sons of your first masters, and they will write you out deeds of emancipation. The Rabbis expostulated with Rabina, saying, Has not Amemar laid down that if a man declares his slave common property and then dies, nothing can be done for the slave? — He replied: I adopt the view of R. Dimi. But, they said to him, R. Dimi's statement was erroneous! — He replied: What was the mistake? That the man did not say distinctly that the slave should be emancipated. But if he had said so, the heirs would have had to emancipate her, [would they not]?<sup>19</sup> The law is as stated by Rabina.

A certain slave was owned by two men [in partnership], and one of them emancipated his half. The other thereupon thought to himself: If the Rabbis hear of this, they will force me to give him up.<sup>20</sup> So he went and transferred him to his son who was still under age. R. Joseph the son of Raba submitted the case to R. Papa. He sent him back answer: As he has done so it shall be done to him; his dealing shall return upon his own head.<sup>21</sup> We all know that a child is fond of<sup>22</sup> money. We shall therefore appoint for him a guardian,

1. Because we assume that if the master had not emancipated him he would not allow him to do this.
2. That Rabbi said this.
3. 'Behold thou art betrothed to me.'
4. Because we do not assume that he has emancipated her. The Sages here would include Rabbi.
5. *Infra*.
6. As in this case there can be no doubt that he has emancipated him.
7. Viz., his marrying his female slave before making out for her a deed of emancipation.
8. Where, however, he says merely 'Be betrothed' it is assumed that he had emancipated her already.

# GITTIN – 2a-48a

9. The master would not have conferred upon him this dignity had he not already emancipated him.
10. I.e., the expression, 'do not use her as a slave,' only means that they should not make her work too hard, not that she should be freed.
11. Even to the point of emancipating her.
12. To enable him to marry either a free woman or a slave. [According to Tosaf., however, he may still marry a slave. V. Tosaf. s.v. [H].
13. To marry a Jewess, which remains in force until the slave obtains a deed of emancipation.
14. Whether sanctified or declared common property. V. *supra* 38b, 39a.
15. Viz., that the heirs can be compelled to write a deed of emancipation, though they could claim to no ownership of the body of the slave in view of the father's instructions. V. *supra*.
16. As shown by R. Ammi and R. Assi *supra*.
17. According to whose version of R. Johanan's ruling, the heirs can use their own judgment.
18. To make them eligible for marrying Jewesses.
19. And so here, though the first masters declared them free as far as they were concerned, the heirs can nevertheless write them a deed of emancipation.
20. Lit., 'cause me to lose him', i.e., to allow him to purchase the other half of himself from me.
21. Obad. I, 15.
22. Lit., 'is attracted to'.

## Gittin 40b

and [the slave] will rattle some coins before the child, and [the guardian] will write out a deed of emancipation for the slave in his name.<sup>1</sup>

Our Rabbis have taught: If a man says, 'I have made my slave So-and-so free', 'he is hereby declared free', 'I declare him free,' then he becomes a free man. [If he says,] 'I shall make him free,' Rabbi says that he acquires possession [of himself],<sup>2</sup> but the Sages say that he does not.<sup>3</sup> R. Johanan explained that in every case we suppose a deed to have been made out.<sup>4</sup>

Our Rabbis have taught: If a man says, 'I have given such-and-such a field to So-and-so'; 'It is presented to So-and-so'; 'I declare it to be his,' then it is his. If he says, 'I shall give it to So-and-so,' R. Meir<sup>5</sup> says that he acquires ownership of it, but the Sages say that he does not acquire ownership. R.

Johanan explained that in every case we suppose a deed to have been given.

Our Rabbis have taught: If a man says, 'I have made my slave So-and-so free,' and the slave says, 'You have not freed me', we take into account the possibility that he has presented him a deed of emancipation through a third party.<sup>6</sup> If, however, the master says, 'I have written and given to him,' and he says, 'He has not written for me nor given to me,' this is a case where the admission of the litigant is worth the evidence of a hundred witnesses. If a man says, 'I have given such-and-such a field to So-and-so', and the latter says, 'He has not given it to me,' we take into account the possibility that he may have presented it to him through a third party. If he says, 'I have written [a deed] and presented it to him,' and the other says, 'He has not written nor presented to me,' then in that case the admission of the litigant is worth the evidence of a hundred witnesses. [In such a case] who is entitled to the produce? — R. Hisda says the donor is entitled to the produce, whereas Rabbah says that the produce is entrusted to a third party.<sup>7</sup> There is no conflict between the two rulings; the one applies to the father, the other to the son.<sup>8</sup>

**MISHNAH.** IF A MAN MAKES HIS SLAVE SECURITY<sup>9</sup> [FOR A DEBT] TO ANOTHER MAN AND HE EMANCIPATES HIM, IN STRICT JUSTICE THE SLAVE IS NOT LIABLE FOR ANYTHING, BUT TO PREVENT ABUSES<sup>10</sup> HIS MASTER IS COMPELLED TO EMANCIPATE HIM. AND HE GIVES A BOND FOR HIS PURCHASE PRICE. RABBAN SIMEON B. GAMALIEL SAYS THAT HE DOES NOT GIVE A BOND BUT HE EMANCIPATES HIM.<sup>11</sup>

**GEMARA.** IF A MAN MAKES HIS SLAVE SECURITY FOR A DEBT AND HE EMANCIPATES HIM. Who emancipates him? — Rab says, his first master. In strict justice the slave is then not liable for anything to his second master, according to the dictum of Raba, that 'sanctification,<sup>12</sup>

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leaven,<sup>13</sup> and emancipation release from a creditor's lien.<sup>14</sup> To prevent abuses, however, [that is to say, for fear] lest he should find him in the street

1. A minor could not be compelled to emancipate his slaves, nor could his guardian do so for him. On the other hand, a minor was competent to sell movables. Hence if the slave could induce him to sell to him his half, well and good, and the function of the guardian was only to see that he obtained a fair price. According to Tosaf., the deed is made out in the name of the guardian. V. Tosaf. s.v. [H].
2. Along with the deed of emancipation in which these words are written.
3. Because this is only a promise that he will liberate him subsequently by means of another deed.
4. But if it is merely a verbal declaration, the master can retract.
5. *Var. lec.*; Rabbi.
6. Without the slave's knowledge. In such a case the slave would be liberated on the principle that a benefit may be conferred on a man without his knowledge.
7. Who puts it on one side till the 'coming of Elijah', i.e., till the truth of matter is ascertained.
8. We accept the disclaimer of the man who is alleged to have received the gift, but not of his son, as witnesses may still be found to prove that the gift was actually made.
9. [H] [G].
10. Lit., 'for the better ordering of the world'.
11. The whole of this Mishnah is explained in the Gemara.
12. If a man pledges an animal as security and then devotes it for a sacrifice.
13. If a man borrows from a Gentile on the security of leaven and the Passover intervenes, rendering the leaven forbidden for use.
14. V. B.K. 90a.

## Gittin 41a

and say to him 'you are my slave,'<sup>1</sup> his second master is compelled to emancipate him, the slave giving him a bond for his purchase price.<sup>2</sup> R. Simeon b. Gamaliel says that it is not the slave but the one who emancipates him who has to give a bond. In regard to what point do the two authorities join issue? — In regard to the person who injures an object pledged as security to another, one<sup>3</sup> holding that he is liable [to

make it good] and the other that he is not liable.<sup>4</sup> It has also been stated [elsewhere]: On the question of the man who injures an object which has been pledged as security to another, we find a difference of opinion between R. Simeon b. Gamaliel and the Rabbis.

'Ulla explains [as follows]: Who emancipates him? His second master. In strict justice the slave is still not liable for the performance of religious precepts [incumbent on free men only]. To prevent abuses,<sup>5</sup> however — since he has been reported to be free — his first master is compelled to liberate him, and he [the servant] gives him a bond for his purchase price.<sup>6</sup> R. Simeon b. Gamaliel says that he does not give the bond, but the one who emancipates him gives the bond. On what point do the two authorities join issue? — On the question of damage which is not recognisable,<sup>7</sup> the one<sup>8</sup> holding [that in the eye of the law] this is genuine damage and the other that it is not.<sup>9</sup>

Why did not 'Ulla accept the explanation of Rab? — He will say to you, Can you call the second his master?<sup>10</sup> Why did not Rab adopt the explanation of 'Ulla? — He will say to you, Do you call the second the one who emancipates him?<sup>11</sup>

It has been stated: If a man makes a field of his security [for a debt] to another, and it is flooded by a river, Ammi Shapir Na'eh<sup>12</sup> says in the name of R. Johanan that he cannot recover his debt from the remaining property of the debtor. The father of Samuel, however, says that he can recover from the remainder of his property. Said R. Nahman b. Isaac: Because he is Ammi Shapir Na'eh he makes pronouncements which are not commendable.<sup>13</sup> But we must explain his reported ruling to refer to the case where the debtor has said to the creditor: 'You shall not be able to recover save from this'.<sup>14</sup> It has been taught to the same effect: If a man makes a field of his security for a debt to another and it is flooded by a river, [the creditor] may recover from the remainder of

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his property. If, however, he said to him, 'You shall not be able to recover save from this', he cannot recover from the remainder of his property.

Another [Baraita] taught: If a man makes his field security for a debt to his creditor or for a woman's *Kethubah*, they may recover from the remainder of his property.<sup>15</sup> R. Simeon b. Gamaliel, however, says that [while] a creditor may so recover a woman cannot recover from the remainder, because it is not seemly for a woman to keep on coming to court.<sup>16</sup>

**MISHNAH.** ONE WHO IS HALF A SLAVE AND HALF FREE<sup>17</sup> WORKS FOR HIS MASTER AND FOR HIMSELF ALTERNATE DAYS.<sup>18</sup> THIS WAS THE RULING OF BETH HILLEL. BETH SHAMMAI SAID: YOU HAVE MADE MATTERS RIGHT FOR THE MASTER BUT NOT FOR THE SLAVE. IT IS IMPOSSIBLE FOR HIM TO MARRY A FEMALE SLAVE BECAUSE HE IS ALREADY HALF FREE.<sup>19</sup>

1. And so defame his children.
2. To compensate him for the loss of his security.
3. R. Simeon.
4. V. B.K. 33b.
5. I.e., lest he should marry a Jewess while in this state.
6. In so far as this is in excess of the debt.
7. Here, the emancipation of the slave, v. *infra* 53a.
8. R. Simeon.
9. Therefore the second has to give no bond, but the slave must do so in return for the benefit he has received in being emancipated.
10. And the Mishnah says, 'His master is compelled'.
11. Seeing that he was not his master, how could he be said to emancipate him?
12. So called on account of his beauty (v. n. 7) Rash. Nid. 19b.
13. A play on the word Shapir, which means 'beautiful', 'commendable', as also does Na'eh.
14. For this reason he cannot recover from any other property.
15. I.e., the debtor can sell this field and let the creditors recover from the rest of his property.
16. And for this reason the husband specially made this field responsible, so that she should not have to go to law with the purchasers of

his other fields, not knowing which had bought first and which last.

17. Explained in the Gemara; v. n. 9 and p. 178, n. 9.
18. Lit., 'serves his master one day and himself one day'.
19. And so an Israelite.

## Gittin 41b

IT IS IMPOSSIBLE FOR HIM TO MARRY A FREE WOMAN BECAUSE HE IS HALF A SLAVE.<sup>1</sup> SHALL HE THEN REMAIN UNMARRIED?<sup>2</sup> BUT WAS NOT THE WORLD ONLY MADE TO BE POPULATED, AS IT SAYS, HE CREATED IT NOT A WASTE, HE FORMED IT TO BE INHABITED?<sup>3</sup> TO PREVENT ABUSES,<sup>4</sup> THEREFORE, HIS MASTER IS COMPELLED TO LIBERATE HIM AND HE GIVES HIM A BOND FOR HALF HIS PURCHASE PRICE. BETH HILLEL THEREUPON RETRACTED [THEIR OPINION AND] RULED LIKE BETH SHAMMAI.

**GEMARA.** Our Rabbis taught: If a man emancipates half his slave,<sup>5</sup> Rabbi says that the latter becomes his own master to that extent, and the Rabbis say that he does not. Rabbah says: The dispute [between them relates only to the case] where [the master has made out] a deed of emancipation. Rabbi holds, [since it says] And she be not at all redeemed nor freedom given her,<sup>6</sup> we apply the same rule to a deed as to money.<sup>7</sup> Just as with money the slave can acquire either the half or the whole of himself,<sup>8</sup> so with a deed, he can acquire either the half or the whole of himself.

The Rabbis, however, base their ruling on the occurrence of the word 'to her' [in connection both with a female slave] and with a [divorced] wife.<sup>9</sup> Just as a wife cannot be divorced by halves, so a slave cannot acquire himself by halves. With money, however, both agree that he can so acquire himself. May we say that the point at issue between them [Rabbi and the Rabbis] is this, that [where a ruling may be based either on an analogy or a *Gezerah Shawah*]<sup>10</sup> one holds that preference is to be given to the analogy

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and the latter to the *Gezerah Shawah*? — No; both agree that preference is to be given to the *Gezerah Shawah*,<sup>11</sup> but there is a special reason [for not doing so here, because the validity of the *Gezerah Shawah*] may be questioned thus: [This rule<sup>12</sup> may well apply to] a woman since she cannot be liberated by money, but how infer from her to a slave who is liberated by money?

R. Joseph said that [the dispute between Rabbi and the Rabbis is where] the half-emancipation is made for money payment. Rabbi holds that the words 'redeeming she is not redeemed' indicate that she is [half] redeemed but not [wholly] redeemed, whereas the Rabbis hold that the Torah was here using an ordinary form of speech.<sup>13</sup> Where, however, [the half-emancipation is made by] a deed, both [according to R. Joseph] agree that the slave does not acquire [that half of himself].

An objection was raised [from the following]: if a man emancipates half his slave with a deed, Rabbi says that the slave acquires that half of himself, while the Rabbis say that he does not acquire it. Is not this a refutation of R. Joseph? — It is. [And I infer from this Baraitha] that Rabbi and the Rabbis differ only where the emancipation is effected by a deed, but where it is effected by money payment they do not differ; in which case there will be a double refutation of R. Joseph?<sup>14</sup> —

R. Joseph may reply: [What the Baraitha shows is] that they differ in regard to a deed, and this applies also to money payment; and the reason why their difference is mentioned only in regard to a deed is to show to what lengths Rabbi is prepared to go.<sup>15</sup> But why should not their difference be mentioned with reference to money payment to show to what lengths the Rabbis are prepared to go?<sup>16</sup> — It prefers [to note] the strength [of this conviction] where it leads to a permission.<sup>17</sup>

Come and hear: 'And redeemed': I might take this to mean 'entirely [redeemed]',

therefore it says, 'she was not redeemed'. If 'she was not redeemed,' I might think it means 'not at all'? Therefore it says, 'And redeemed'. How then do we explain? She is redeemed and yet not redeemed, with money or with the equivalent of money. I only know so far that this is the case<sup>18</sup> with money [payment]; how do know that it is so with a deed? It says, 'And redeemed she was not redeemed, nor was her freedom given to her,' and in another place it says, 'And he shall write for her a bill of divorcement.'<sup>19</sup> Just as there the woman is liberated by a deed, so here. I only know so far that a half-emancipation [can be effected] by money or a full one<sup>20</sup> by a deed.

How do I know that a half-emancipation [can be effected] by a deed? It says, 'And redeemed she be not redeemed or her freedom be not given to her.' The deed is here put on the same footing as money payment, [whence I conclude that] just as with money either a half or a full emancipation [can be effected], so with a deed. Now there is no difficulty here if we accept the view of R. Joseph after he was refuted:<sup>21</sup> this [Baraitha] agrees with Rabbi.<sup>22</sup>

But on the view of Rabbah<sup>23</sup> we must say that the first half<sup>24</sup> agrees with all and the second<sup>25</sup> only with Rabbi?<sup>26</sup> — To which Rabbah replies: That is so: the first half agrees with all and the second is according to Rabbi [only]. R. Ashi said: It follows Rabbi [throughout].<sup>27</sup> But then, what of the Mishnah, which says, ONE WHO IS HALF A SLAVE AND HALF FREE? This presents no difficulty on the view of Rabbah, because he can suppose it to refer to [one who has been emancipated] by money payment, and it represents the view of all, but on the view of R. Joseph<sup>28</sup> are we to say that it represents the view of Rabbi and not of the Rabbis? — Rabina replied:

1. And so not an Israelite.
2. Lit., 'shall he abstain'.
3. Isa. XLV, 18.
4. Lit., 'for the better ordering of the world'.
5. He says 'I emancipate half of you'.

# GITTIN – 2a-48a

6. Lev. XIX, 20.
7. Applying the word 'redeemed' to emancipation for money payment and freedom' to emancipation by deed and drawing an analogy (Hekkesch) between the two.
8. As derived *infra* from the same verse.
9. Nor freedom given to her (Lah) (Lev. XIX, 20), and And he write for her (Lah) (Deut. XXIV, 1). The inference is drawn on the strength of the hermeneutical rule called *Gezerah Shawah* (v. [Glos.](#)).
10. V. *supra* n. 2.
11. Because the inference in this case is either based on a redundancy in the text or else on a very ancient tradition.
12. That there is no half-liberation by means of a deed.
13. Lit., 'speaking in the language of human beings.' i.e., using the words 'redeemed she was not redeemed,' to mean simply, 'she was not at all redeemed,' so that we cannot learn from these words that half-emancipation can be obtained by money payment.
14. Who said that the Rabbis do not admit half-emancipation even with money payment.
15. Lit., 'to show the strength of Rabbi'. Namely, even to the extent of ignoring the *Gezerah Shawah* which points in the other direction.
16. Even to the extent of ignoring the analogy which points in the other direction.
17. Here, the permission of the slave to emancipate half of himself, whereas the strength of the Rabbis' conviction leads them to prohibit him.
18. That a slave can be half emancipated.
19. Deut. XXIV, 1.
20. Because there is no half-liberation by a deed for a wife.
21. I.e., after the first half of his statement, that Rabbi does not admit half emancipation with a deed, had been refuted, but he had defended the other half, that the Rabbis did not admit it for money.
22. Who also said, according to the revised opinion, that half-emancipation could be effected either with a deed or with money.
23. Who said that according to the Rabbis there is no half-emancipation by deed.
24. Which states that money effects half-emancipation.
25. Which states that even a deed effects half-emancipation.
26. And not the Rabbis who do not admit half-emancipation by deed.
27. Rabbi holding that the slave obtains half-emancipation in both cases.
28. According to whom the Rabbis hold that there is no half-emancipation whether by money or by deed.

## Gittin 42a

The Mishnah [according to R. Joseph] is speaking of a slave belonging to two partners.<sup>1</sup>

Rabbah says: The dispute [between Rabbi and the Rabbis] concerns the case where [the master] liberates the half of the slave and keeps the other half, but if he liberates one half and sells the other half or makes a gift of it to someone<sup>2</sup> since, the slave emerges completely from his ownership, both Rabbi and the Rabbis would agree that he acquires [the half of himself].

Said Abaye to him: And do they not differ even [where the master parts] with the whole? Has not one [authority] taught: 'If a man assigns in writing his property to two of his slaves,<sup>3</sup> they acquire ownership and emancipate one another,<sup>4</sup> while it has been taught by another, If a man says, 'All my property is made over to my slaves So-and-so and So-and-so', they do not acquire ownership even of themselves? Now are we not to say that the one [authority]<sup>5</sup> concurs with Rabbi and the other with the Rabbis? —

No; both concur with the Rabbis, [only] the one [refers to the case] where [the man] assigned the whole [of his property to both slaves],<sup>6</sup> while the other [refers to the case] where he says half [to one and] half [to the other].<sup>7</sup> But the second clause goes on: 'If he says, half [to one] and half [to the other] they do not acquire ownership.' Does not this show that the first clause refers to the case where he says 'the whole'? — This second clause explains the first, [thus:] 'They do not acquire ownership even of themselves. When is this so? If, for instance, he says, half [to one] and half [to the other].'

This supposition is reasonable, since if we assume the first clause [to refer to the case] where he says 'the whole', seeing that where he says 'the whole they do not acquire ownership, is it necessary [to tell us that they do not do so] where he says 'half and half'?

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— This is not a conclusive argument. [It may be that] the second clause was put in to make clear [the reference in] the first: lest you might think that the first clause [refers to] where he said half [to one] and half [to the other], leaving us to infer that where he said 'the whole' they acquire ownership, he adds in the second clause, 'where he says half and half,' which shows that the first clause [speaks of the case] where he says 'the whole,' and even so they do not acquire ownership.

Or if you like I can say that there is no contradiction, as the one authority is speaking of one document<sup>8</sup> and the other of two documents. [If he is speaking of] one document, what is the point of 'half [to one] and half [to the other]'? Even if he said, '[Let each take] the whole,' they do not acquire ownership?<sup>9</sup> — This in fact is what he does say, [as what he means is:] 'They do not acquire even themselves. When do we say this? [When he makes out] only one deed. If, however, [he makes out] two deeds, they do acquire ownership. And if he says half [to one] and half [to the other], even with two deeds they do not acquire ownership.'<sup>10</sup>

If you like again I can say that there is no contradiction; in the one case [the two deeds] are given at one and the same time, in the other case one after the other.<sup>11</sup> [If that is so], I can understand why the second does not acquire ownership, because the first has already become his owner; but why does not the first acquire both himself and the other? No; the best [solutions are] those which were given first.

R. Ashi said:<sup>12</sup> The case is different there, because he calls them 'my slaves'.<sup>13</sup> Said Rafram to R. Ashi: perhaps he means, 'who were my slaves'? Have we not learnt: If a man assigns in writing all his property to his slave, the latter becomes free; if he excepts a piece of land however small, he does not become free.<sup>14</sup> R. Simeon says: He becomes free in all cases unless the master says, 'The whole of my property is assigned to my slave So-and-so except one ten-thousandth part

thereof'?<sup>15</sup> Now the reason for this is that he added these words, otherwise he would be free.<sup>16</sup> But [it may be asked], why, seeing that he calls him 'my slave'? Obviously he means, 'who was hitherto my slave'; so here he means, 'who were hitherto my slaves'.

[If a slave who is half-emancipated] is gored by an ox, if it is on a day on which he belongs to the master, the [compensation<sup>17</sup> goes] to the master, if on the day when he belongs to himself, it goes to himself. If that is so, then on his master's day he should be allowed to marry a slave-woman and on his own day a free woman? — We do not apply this principle where a religious prohibition is involved.

Come and hear: If [an ox] kills one who is half a slave and half free, the owner gives half the fine<sup>18</sup> to his master

1. And even the Rabbis would admit that one of them can liberate the half belonging to him, since, as far as he is concerned, this is a complete liberation, analogous to that if a wife.
2. At the same time as or just before he liberates him.
3. By means of two deeds which he gives to a messenger on their behalf at the same time, so that each is entitled to a half.
4. I.e., each emancipates the half of the other which he has acquired.
5. Who says that a slave is emancipated by halves.
6. In which case even the Rabbis admit that they acquire ownership, because, as they are both liberated at once, they emerge completely from his ownership.
7. In which case they do not emerge from his ownership, even if he presented both of the deeds at the same moment, because it is possible that he assigns the same half of his property to both, and so half of each of them is still left enslaved.
8. In which case they are not liberated, just as two women cannot become divorced with one Get.
9. Because two slaves cannot be emancipated with one deed.
10. Because they do not emerge completely from the ownership of the master.
11. In both cases the whole being assigned to both.

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12. R. Ashi seeks to reconcile the two authorities cited above.
13. In the deed they are designated as slaves, hence it is to be assumed that it was not his intention to liberate them but merely to make them a present of his property, which, however, as slaves they are not competent to acquire.
14. Since we do not know which fraction was excepted, the slave acquires no land, and since he acquires no land he does not acquire himself, since we cannot divide the assignment of himself from the assignment of the land, v. *supra* p. 30.
15. R. Simeon holds that we can in this case divide the assignments, but we do not know whether the ten-thousandth part does not refer to the slave himself.
16. Lit., 'acquire'.
17. The so-called 'damage' (Nezek), the depreciation in his money value.
18. Of thirty pieces of silver, according to Ex. XXI, 32.

## Gittin 42b

and half the ransom<sup>1</sup> to his heirs.<sup>2</sup> Why [should this be so]? Let us say that on his master's day [the money goes] to his master and on his own day to himself? — The case is different here, because the principal<sup>3</sup> is consumed<sup>4</sup> — What sort of case is it then in which the principal is not consumed?<sup>5</sup> — If, for instance, [the ox] wounded him on his hand, causing it to shrivel, but so that it will eventually be healed.

This answer is satisfactory if we accept the view of Abaye, who said that he is compensated [in such circumstances] both for the larger incapacitation and the smaller incapacitation.<sup>6</sup> But on the view of Raba who said that he is only compensated for his incapacitation from day to day,<sup>7</sup> [it may be objected that] we are dealing with an ox, and an ox [makes the master liable] only for payment of damage?<sup>8</sup> — If you like I can say [that this rule<sup>9</sup> applies only] when the blow is given by a man,<sup>10</sup> and if you like I can say that the passage above is only an expression of opinion,<sup>11</sup> and it is one with which Raba does not hold.

The question was raised: If an [emancipated] slave<sup>12</sup> has not yet received his deed of emancipation, is a fine to be paid for him or not [if he is killed by a goring ox]? Thirty *shekels* of silver he shall give to his master<sup>13</sup> said the All-Merciful, and this [man] is not his master; or do I say that since the slave is still short of a deed of emancipation, we do call him a master? — Come and hear: If an ox kills one who is half a slave and half free, the owner gives half the fine to the master and half the ransom to the slave's heirs. Now this is so, is it not, on the basis even of the later teaching?<sup>14</sup> — No; only on the basis of the earlier teaching.<sup>15</sup>

Come and hear: If a man knocks out a tooth of his slave and also blinds him of an eye, the slave is liberated on account of the tooth and receives compensation for the eye.<sup>16</sup> If now you say that a fine must be paid for him and the fine belongs to his master, seeing that when others injure him they pay the master, when the master himself injures him is he to pay to the slave?<sup>17</sup> —

Perhaps this passage agrees with the authority who says that he does not need a deed of emancipation, since it has been taught: For all these [maimings]<sup>18</sup> a slave is liberated; he requires, however, a deed of emancipation from his master. R. Meir says he does not require one; R. Eliezer says he does require one; R. Tarfon says he does not require one; R. Akiba says he does require one. Those who determine [the issue] in the presence of the Sages<sup>19</sup> say: The opinion of R. Tarfon is to be preferred in the case of a tooth and an eye, because the Torah [itself] conferred on him [his freedom in this case];<sup>20</sup> but the opinion of R. Akiba in the case of the other members, because [the liberation] in that case is a fine imposed by the Sages [on the master]. A fine, you call it? They deduce it from the text of the Scripture!<sup>21</sup> — Let us say, therefore, because it is a deduction of the Sages.<sup>22</sup>

The question was raised: If a [liberated] slave [of a priest] is still short of a deed of

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emancipation, may he eat *Terumah* or not? The All-Merciful has laid down that [*Terumah* may be eaten] by [one who is] the purchase of his [the priest's] money,<sup>23</sup> and this one is no longer 'the purchase of his money'; or perhaps since he is short of a deed of emancipation do we still call him 'the purchase of his money'? — Come and hear: R. Mesharsheya has said:<sup>24</sup> If the child of a priestess has become interchanged with the child of her female slave, both may eat *Terumah*<sup>25</sup> and must take their portion together from the threshing floor.<sup>26</sup> When the changelings grow up, they emancipate one another.<sup>27</sup>

Are these two cases parallel? In the latter case, should Elijah<sup>28</sup> come and declare one of them to be a slave, we should call him 'the purchase of his money'; but in the other case he is not the 'purchase of his money' at all.

The question was raised: If a man sells his slave in respect of the fine only,<sup>29</sup> he sold or not sold? The question is pertinent whether we adopt the view of R. Meir or whether we adopt that of the Rabbis.<sup>30</sup> It is a question for R. Meir, [since we may say that] when R. Meir laid down that a man can transfer something which does not yet exist,<sup>31</sup> [he was thinking] for instance of the fruit of a date tree which is expected to come into existence later, but in this case who can tell if the slave will actually be gored? And even if he is gored, how can we tell that the owner of the ox will pay?

1. Due to him as a free man, according to Ex. XXI, 30.
2. The Gemara discusses later what heirs a slave can have.
3. I.e., the slave himself.
4. And the division of days no longer applies here.
5. For which the owner of the ox, according to the first passage cited above, pays to the master or to the slave, as the case may be.
6. The larger incapacitation is his depreciation in money value were he to be sold immediately on his injury as slave, technically known as 'Nezek' (damage). The smaller incapacitation is the money which, even with his injured hand, he could earn as a watcher

- in a cucumber field if he were not confined to his bed.
7. That is to say, for the money which he loses through not being able to follow his usual occupation, and not his depreciation in money value, v. B.K. 86a.
  8. And not for the kind of compensation mentioned by Raba, which comes only under the head of 'incapacitation'.
  9. That on his master's day the money goes to the master and on his own day to himself.
  10. Who is liable also for incapacitation. The wording of the first passage will thus have to be amended.
  11. And not a Mishnah or Baraita.
  12. Belonging to the classes mentioned above (sanctified, declared common properly, and half free) whose master can be forced to emancipate him but who still requires a deed of emancipation.
  13. Ex. XXI, 32.
  14. The reference is to the ruling given by Beth Hillel after they had been convinced by Beth Shammai that the master of a half-free slave could be forced to emancipate him, *supra* 43b.
  15. When Beth Hillel said that he could not be forced, and was therefore still master in the full sense of the term. This, however, is not the *Halachah*.
  16. As being now a free man, v. Ex. XXI, 26. It is being, however, assumed at the present stage that the slave still needs a deed to complete his emancipation.
  17. We must say therefore that as soon as the tooth is knocked out he is no longer a slave, though he has not yet received a deed of emancipation. Hence we infer that a fine need not be paid for him either if he is killed by a goring ox.
  18. The Rabbis enumerated twenty-four maimings for the infliction of which by the master the slave obtained his freedom. V. Kid. 242, b.
  19. Who precisely these were is not recorded.
  20. Ex. XXI, 26, 27.
  21. In Kid. *loc. cit.*
  22. And not on a par with an express statement of the Torah.
  23. Lev. XXII, 11.
  24. [Or 'reported'. The passage quoted is actually a Mishnah. This is apparently another example of a ruling of a Tannaitic teaching reported by an Amora which found subsequently its way into the Mishnah, cf. Hoffmann, D. Die Erste Mishnah, pp. 156ff.]
  25. One as a priest and the other as the slave of a priest.
  26. The Rabbis ordained that a priest's slave should not collect the *Terumah* from the threshing floor unless his master was with

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him, for fear that he might himself claim to be a priest.

27. And yet until the deed of emancipation is given the one of them who was a slave could eat the *Terumah*.
28. Who can ascertain the truth of matter.
29. I.e., he sells only his right to receive the thirty *shekels*, should the slave be gored to death.
30. On the question whether it is possible to transfer ownership of something that does not yet exist.
31. Lit., 'that has not come into the world'.

## Gittin 43a

Perhaps he will confess and release himself.<sup>1</sup> It is also a question for the Rabbis, [since we may say that] when the Rabbis said that a man cannot transfer something which does not yet exist, they were thinking for instance of the fruit of a date tree which at this moment at any rate does not exist, but in this case the ox exists and the slave exists.

What [is the answer]? — R. Abba said: Come and hear: Such as are born in his house.<sup>2</sup> What is the point of these words? If the 'purchase of his money' can eat [*Terumah*] how much more so one born in the house? If that were so, I should say, Just as the 'purchase of his money' must be one who has a money value, so the one 'born in his house' must have a money value. How then should I know that even one who has no money value<sup>3</sup> [may eat the *Terumah*]? Because it says, 'such as are born in the house': in all circumstances. I might still maintain that one who is born in the house may eat whether he has a money value or not, but the purchase of his money' may eat only if he has a money value, but if he has no money value he may not eat. Therefore it says, 'The purchase of his money and one born in his house'. Just as one born in the house may eat whether he has a money value or not, so the purchase of his money may eat whether he has a money value or not. Now if you say that a slave who is sold by his master in respect of the fine only is actually sold, [the question can be asked], Is there a slave who is not worth selling for his fine?<sup>4</sup> — Yes, there is the one who has not long to live.<sup>5</sup> But he is still capable of waiting

on him?<sup>6</sup> — We suppose him also to be loathsome or covered with boils.<sup>7</sup>

The question was raised: If one who is half a slave and half free affiances a free woman, how do we decide? Should you point out that if a son of Israel says to a daughter of Israel, 'Be affianced to half of me,'<sup>8</sup> she is affianced, [I may reply that this is so] because she is qualified for the whole of him, but this one is not qualified for the whole of him.<sup>9</sup> If again you point out that when an Israelite affiances half a woman she is not affianced,<sup>10</sup> [I may reply that this is so] because he left something over from his acquisition, but the slave leaves nothing over from his acquisition.<sup>11</sup> What [are we to say]? — Come and hear: If an [ox] kills one who is half a slave and half free, the owner gives half the fine to the master and half the ransom to the heirs of the slave. Now if you say that his betrothal is null and void, whence come heirs to him? — R. Adda b. Ahabah said: [We speak of the case] where [the ox] made him *Terefah*,<sup>12</sup> and by 'heirs' is meant himself. Raba said: There are two objections to this answer. One is that it distinctly says 'heirs', and further [the sum paid] is a 'ransom', and Resh Lakish has laid down that a 'ransom' is only paid after death! — No, said Raba: [what we must say is that] he ought to receive the ransom, but he does not.<sup>13</sup>

Raba said: Just as, if one affiances half a woman, she is not affianced, so if a woman who is half a slave and half free is affianced, her betrothal is no betrothal. Rabbah son of R. Huna stated in a discourse: Just as if a man affiances half a woman she is not affianced, so if a woman who is half a slave and half free is affianced, she is not really betrothed. Said R. Hisda to him: Are the two cases similar? In the one [the man] leaves something over from his acquisition, in the other he leaves nothing over from his acquisition.

Rabbah son of R. Huna thereupon called upon a public orator,<sup>14</sup> who discoursed as follows: 'This stumbling-block is under thy

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hand.<sup>15</sup> A man does not fully understand the words of the Torah until he has come to grief over them.<sup>16</sup> Although they have said that if a man affiances half a woman she is not affianced, yet if one who is half a slave and half free is affianced, her betrothal is a genuine one. What is the reason [for the difference]? In the one case he leaves something over from his acquisition, in the other case he leaves nothing over from his acquisition.'

R. Shesheth, however, said: Just as if a man affiances half a woman she is not affianced, so if a woman who is half a slave and half free is affianced, her betrothal is no genuine one. If someone should whisper to you [the teaching], 'Who is the designated bondwoman?'<sup>17</sup> The one who being half bondwoman and half free is betrothed to a Hebrew slave,<sup>18</sup> which shows that she is capable of being betrothed, say to him, Go to R. Ishmael who says that [the Torah here speaks] of a Canaanitish bondwoman who is betrothed to a Hebrew slave.<sup>19</sup> Now is a Canaanitish bondwoman capable of being betrothed? We say therefore that by 'betrothed' R. Ishmael means 'allocated'.<sup>20</sup> So here too 'betrothed' means 'allocated'.

R. Hisda said: If [a woman] half slave and half free is affianced to Reuben and then emancipated and then affianced to Simeon<sup>21</sup> and both of them [Reuben and Simeon] die, she may contract a levirate marriage with Levi,

1. The rule was that if a man admitted in the *Beth Din* that he was liable to a fine before the evidence was brought against him, he was quit, v. B.K. 74b.
2. This passage is a Midrashic exposition of the verse, But if a priest buy any soul, the purchase of his money, he shall eat of it (the *Terumah*); and such as are born in his house, they shall eat of his bread. Lev. XXII, 11.
3. E.g., through being diseased or incapacitated.
4. And if so, how can we speak of 'he purchase of his money' who is worth nothing?
5. Lit., 'torn' (*Terefah*): a name properly applied to animals which owing to certain disablements, e.g. the loss of certain limbs or the piercing of certain membranes, could not

possibly live more than twelve months. A fine had not to be paid in respect of such a one.

6. And therefore still has a money value.
7. So that he is fit for nothing.
8. Meaning, If I desire, I shall take a second wife, v. Kid. 72.
9. Viz., for that part of him which is slave, and therefore she is not affianced.
10. Since he should have affianced the whole of her, as a woman cannot have two husbands, v. Kid. *ibid*.
11. And therefore she is affianced.
12. I.e., unable to live more than twelve months. V. *supra*, note 2.
13. Since he is as dead and has no heirs to whom to transmit it, as he cannot legally affiance a free woman.
14. Lit., 'caused an Amora to stand by him'; the so-called 'Amora' or 'Meturgeman' who received the heads of the discourse from the Rabbi and then expatiated on them to the public.
15. Isa. III, 6 (E.V. 'Let this ruin be under thy hand'). The term 'stumbling-block' is here applied to the Torah.
16. Lit., 'been tripped up over them.' Rabbah b. R. Huna was referring to himself and acknowledging his mistake.
17. I.e., the woman referred to in Lev. XIX, 20, by the words [H] (E.V. 'bondwoman betrothed to a man').
18. Ker. 11a.
19. *Ibid*.
20. The word being used loosely and not in its strict legal sense which does not apply to a bondwoman.
21. Reuben's brother.

## Gittin 43b

and we do not place her in the category of the widow of two husbands.<sup>1</sup> For whichever way you take it, if the affiancing of Reuben was effective then the affiancing of Simeon was not effective, and if the affiancing of Simeon was effective then the affiancing of Reuben was not effective.<sup>2</sup>

It has been stated: If [a woman] who is half slave and half free was affianced to Reuben and then emancipated and became affianced to Simeon, R. Joseph said in the name of R. Nahman that [by means of the emancipation] the affiancing of the first is nullified,<sup>3</sup> whereas R. Zera said in the name of R. Nahman that it was consummated.<sup>4</sup> Said R.

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Zera: My view is the more probable since it is written, They shall not be put to death for she us not freed;<sup>5</sup> which implies that if she has been freed they are to be put to death.

Said Abaye to him: And on the view of the Tanna of the school of R. Ishmael who said that [the verse speaks] of a Canaanitish bondwoman who is affianced to a Hebrew slave, are we to say that in this case also if she has been freed they are to be put to death?<sup>6</sup> What of course you have to assume in that case is that after she was freed she became affianced again.<sup>7</sup> Here too then we speak of a case where she was freed and became affianced again.<sup>8</sup>

R. Huna b. Kattina said: There was an actual case of a woman who was half slave and half free whose master they compelled to liberate her. Whose authority did they follow? — That of R. Johanan b. Baroka, who said: In reference to both of them [man and woman] the verse says. And God blessed them and God said unto them, Be fruitful and multiply, etc.<sup>9</sup> — Said R. Nahman b. Isaac: This is not so; [the reason was that] they used her for immoral purposes.<sup>10</sup>

**MISHNAH.** IF A MAN SELLS HIS SLAVE TO A HEATHEN OR OUTSIDE THE LAND [OF ISRAEL] HE GAINS HIS FREEDOM.<sup>11</sup>

**GEMARA.** Our Rabbis have taught: If a man sells his slave to a heathen he gains his freedom, but he [still] requires a deed of emancipation<sup>12</sup> from his first master. Said Rabban Simeon b. Gamaliel: This is the rule if he did not make out a deed of Oni.<sup>13</sup> If, however, he made out a deed of Oni for him, this constitutes his emancipation. What is meant by Oni? — R. Shesheth said: If he writes in it to this effect, viz., 'If you run away from him, I have no claim on you.'

Our Rabbis taught: 'If a man borrows money from a heathen giving his slave as pledge, so soon as the heathen has fixed' to him his nimus, he gains his freedom [if he escapes]. What is meant by 'his nimus'?<sup>14</sup> — R. Huna

b. Judah said: It means, his collar.<sup>15</sup> R. Shesheth raised an objection [against this explanation from the following]: Metayers,<sup>16</sup> tenants,<sup>17</sup> and hereditary Metayers, and a heathen who has mortgaged his field to an Israelite, even though he did fix to him a nimus, are not liable to tithe.<sup>18</sup> If now you assume that nimus means a chain, can a chain be applied to a field? No, said R. Shesheth; what it means is a time limit.<sup>19</sup>

Then the time limit has two opposite effects?<sup>20</sup> — There is no contradiction; in the one case [of the slave] we suppose the period to have terminated, in the other not. In the case of a slave whose period has expired do we need to be told [that he gains his freedom]? — No. Both refer to the case where the period has not expired, and still there is no contradiction, [since in] the one case the body [is transferred and in] the other only the increment.<sup>21</sup>

1. According to Yeb. 31b, if a woman's husband dies without issue and his brother makes formal declaration betrothing her but dies before marrying her, a second brother may not marry her but must give her *Halizah*.
2. If we suppose that a woman half slave and half free can be affianced, she was affianced to Reuben, and could not afterwards be affianced to Simeon. If again we suppose that such a woman cannot be affianced, she was not affianced to Reuben at all and therefore could be affianced to Simeon. In either case she was only affianced to one.
3. Even if we regard it as effective, because the emancipation makes her as it were a new creature.
4. So that if a man now has intercourse with her he is punishable with death and is not merely condemned to bring a guilt-offering, as laid down in Lev. XIX, 21.
5. Ibid. 20.
6. This cannot be, seeing that, as a bondwoman, she was never properly affianced.
7. And then you can infer from the text that if she was freed they are to be put to death (if she thereafter commits adultery).
8. And it is the betrothal of the second which is effective and not of the first.
9. Gen. I, 28. This shows that marriage is as much incumbent on the woman as on the man.
10. V. *supra* 382.

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11. If he escapes from his new master or if his first master is ordered by the *Beth Din* to redeem him. V. *infra*.
12. In order to marry an Israelitish woman.
13. Prob. [G] 'sale'.
14. Prob. [G] lit., 'law', 'custom', i.e., what the law or custom requires. v. Jast. [Buchler REJ, XLVIII, p. 32ff., brilliantly connects the words with the [G] = 'enjoyment of possession', an act conferring 'ownership'.]
15. Hung round the neck of a slave to show to whom he belongs. Al. 'bracelet', 'seal'.
16. I.e., Israelites who lease land in Eretz Israel from heathens for a fixed proportion of the produce.
17. Who lease land for a fixed payment in kind.
18. Because in each case the land still belongs to the heathen proprietor, and this action does not signify Jewish ownership.
19. Viz., the time within which the heathen should have paid his debt.
20. Lit., 'there is a contradiction from "time" to "time"'. In the case of the field the expiry of the time does not remove it from the ownership of the first proprietor, in the case of the slave it does.
21. In the case of the slave the body itself is sold at the expiry of the time (if the debt is not paid), and since the master transgressed a regulation of the Sages by selling his slave to a heathen they penalized him by canceling his ownership even before the expiry of the time. But the field itself is not sold (to the Israelite) if the loan is not repaid at the expiry of the time, only the increment, and therefore it does not become liable to tithe.

## Gittin 44a

Or if you like I can say that it refers to the case where he borrowed on condition that he should pledge and he did not pledge.<sup>1</sup>

Our Rabbis taught: If [a heathen] seizes the slave [of a Jew] on account of money owing to him, or if he is taken by the sicaricon,<sup>2</sup> he does not become free [if he escapes]. Is this really the rule if he is seized on account of debt?<sup>3</sup> [If so,] it would seem to conflict with the following: 'If the king's officers seize the corn in a man's granary, if it is on account of a debt due from him he must give tithe for it,<sup>4</sup> but if it is on account of anparuth,<sup>5</sup> he is not under obligation to give tithe?' — There the case is different, because they confer some advantage on him.<sup>6</sup>

Come and hear: 'Rab said: If a man sells his slave to a heathen parhang<sup>7</sup> he becomes free [if he escapes]!' — There the reason is that he ought to have persuaded him to take something else, and he did not do so.

The text above [stated]: 'Rab said that if a man sells his slave to a heathen Parhang he becomes free. What was he to do? — He should have persuaded him to take something else and he did not do so.' R. Jeremiah raised the question: Suppose he sold him for thirty days,<sup>8</sup> how do we decide? —

Come and hear: Rab said, 'If a man sells his slave to a heathen Parhang he becomes free'. — That refers to a heathen' Parhang who is not likely to return. If he sells him [for all purposes] except for work,<sup>9</sup> how [do we decide]? If he sells him [for all purposes] save where a breach of the Jewish law is involved,<sup>10</sup> how [do we decide]? If he sells him [for work at all times] save on Sabbaths and festivals, how [do we decide]? If he sells him to a resident alien<sup>11</sup> or non-observant Israelite,<sup>12</sup> how [do we decide]? [If] to a Cuthean, how [do we decide]? — One of these questions at any rate may be definitely answered — A resident alien is on the same footing as a heathen. As for a Cuthean and a nonobservant Israelite, some say he is [on the same footing] as a heathen, and some [that he is on the same footing] as an Israelite.<sup>13</sup>

A question was asked of R. Ammi: If a slave throws himself into the hands of bandits and his master is unable to procure his return through the agency either of an Israelite or Gentile court, is he at liberty to receive payment for him [if offered]? — Said R. Jeremiah to R. Zerika: Go outside and look through your notes.<sup>14</sup> He went out, looked, and found that it was taught: If a man sells his house [in the land of Israel] to a heathen, the money paid for it is forbidden. If, however, a heathen forcibly takes a house of an Israelite, and the latter is unable to recover it either in a heathen or a Jewish court, he may accept payment for it and he may make out a deed for it and present it in

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heathen courts,<sup>15</sup> since this is like rescuing [money] from their hands.<sup>16</sup>

But perhaps this applies only to a house, because since [a man] cannot do without a house he will not be induced<sup>17</sup> to sell it, but since [a man] can do without a slave, shall we say that [if we make this rule] he may be induced to sell? — R. Ammi sent back answer; From me, Ammi son of Nathan, the rule is issued to all Israel that if a slave throws himself into the hands of bandits and his master is unable to recover him either in a Jewish or a heathen court, [his master] is permitted to accept payment for him, and he may make out a deed and present it in heathen courts, because this is like rescuing [money] from their hands.

R. Joshua b. Levi said: If a man sells his slave to a heathen he can be penalized [by having to ransom him for] as much as a hundred times his value. Is the expression 'a hundred' here used exactly or loosely? —

Come and hear, since Resh Lakish has said: If a man sells an ox to a heathen, he can be penalized by having to ransom it for as much as ten times its value.<sup>18</sup> Perhaps the rule for a slave is different, because every day he is kept away from religious observances. According: to another version R. Joshua b. Levi said: If a man sells his slave to a heathen he may be penalized by having to ransom him for as much as ten times his value. Is the expression 'ten' here used exactly or loosely?

Come and hear, since Resh Lakish has said: If a man sells an ox to a heathen, he can be penalized by having to ransom it for as much as a hundred times its value.<sup>19</sup> — The rule for a slave is different, because he is not restored to him. The reason then why in the case of an animal [the penalty is so high] is because it is returned to him. If so, the excess penalty should be the bare value of the animal?<sup>20</sup> — In fact the real reason is [that for a man to sell] a slave is unusual, and the Rabbis did not prescribe for unusual cases.<sup>21</sup>

R. Jeremiah enquired of R. Assi: If a man sells his slave and then dies, is there ground for penalizing his son after him? It is true you can point [to the rule that] if a priest mutilates the ear of a firstling<sup>22</sup> and then dies, his son is penalized after him; but this may be because he has broken a rule based on the Torah, whereas here we are dealing with a rule of the Rabbis.

1. At the expiry of the time. In the case of the field which the heathen offers to pledge to the Israelite, so long as the Israelite does not actually take it in pledge he may eat of the produce without giving tithe, because the field still belongs to the heathen. But if the Israelite offers to pledge the slave to the heathen and the latter has not yet taken him in pledge, should the slave escape the Sages forbade the Jew from claiming him as a punishment for offering to pledge him to a heathen (Rashi).
2. Usually taken as = sicarius, brigands who infested Judea after the revolt of Bar Cochba. More probably a corruption of [G] the Imperial fiscus in Judea. V. *infra* p. 252, n. 2.
3. Lit., 'and for his debt, no'.
4. Which shows that this is regarded as a kind of sale, and the seller is therefore penalized.
5. [This apparently means a debt payable by installments, with the condition of forfeiture on missing one payment, distraint on account is which was reckoned as misappropriation. V. *infra* p. 272.]
6. [By making him after all quit of the debt, therefore he is liable to give tithe. But in the case of the slave where the cancellation of the master's ownership is merely a punitive measure for transgressing the Rabbinic regulation, no such penalty can be inflicted where the slave was taken against his will.]
7. Apparently, forced labor exacted by the Government or bandits.
8. I.e., do we regard this as a breach of the regulation of the Rabbis and penalize him?
9. I.e., he sells him to marry to a Canaanitish bond woman.
10. Lit., 'save for the precepts'.
11. A heathen who settles in the land of Israel on condition of abstaining from idolatry, but without adopting the Jewish religion.
12. Heb. [H] Lit., 'a changed (Israelite.)' a Jew who neglects the practices without discarding the beliefs of Judaism.
13. Because they kept certain of the commandments.
14. Lit., 'your Mekilta' (measure) a record of Halachahs made by R. Zerika for his private use.

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15. For the signatures to be confirmed, although as a rule the Rabbis depreciated resulting to heathen courts.
16. Which answers the question propounded to R. Ammi.
17. By the knowledge that he can keep the money.
18. A.Z. 15. This shows that the 'hundred' mentioned in the case of a slave is a hyperbole.
19. And the same should apply to a slave.
20. Because this is all the advantage that one who sells an ox has over one who sells a slave.
21. To impose a particularly heavy fine.
22. And so disqualifies it for being brought as a sacrifice. and thus enables himself to consume it as common flesh.

## Gittin 44b

If again you point [to the rule] that if a man prepares to do work during the half-festival<sup>1</sup> and then dies, his son is not penalized after him, the reason may be because he did not actually do anything forbidden. What do we say here?<sup>2</sup> Did the Rabbis penalize only the man but he no longer exists, or did they penalize his money and this does exist?<sup>3</sup> — He replied: [The answer is to be found in] what you have already learnt: 'If a field has been cleared of thorns in the seventh year it can be sown on the expiration of the seventh year. If it has been manured or if cattle have been turned out<sup>4</sup> there in the seventh year, it must not be sown at the expiration of the seventh year';<sup>5</sup> and [commenting on this] R. Jose son of R. Hanina said: We lay down that if he manured it and then died, his son may sow it. From this [we may infer] that the Rabbis penalized him but not his son.

Abaye said: We have it on tradition that if a man renders unclean stuff belonging to another which he desired to keep ritually clean, and then dies, [the Rabbis] have not penalized his son after him. What is the reason? Damage which is not perceptible<sup>6</sup> is not legally counted as damage [according to the Torah], and the penalty for it is Rabbinical in origin, and the Rabbis penalized the man who does the damage, but they did not penalize his son.

**OR ABROAD.** Our Rabbis taught: 'If a man sells his slave abroad, he becomes free but he requires a deed of emancipation from his second master. Rabban Simeon b. Gamaliel says: Sometimes he becomes free and sometimes he does not become free. For instance, if the master says, I have sold my slave So-and-so to So-and-so an Antiochian, he does not become free.<sup>7</sup> If he says, To an Antiochian in Antioch, he does become free'. But has it not been taught: '[If a man says,] I have sold him to an Antiochian, he becomes free, but if he says, to an Antiochian living in Lydda,<sup>8</sup> he does not become free'? — There is no contradiction: in the one case we suppose he has a house in Eretz Israel, in the other that he has only a place of stay in Eretz Israel.<sup>9</sup>

R. Jeremiah put the question: If a Babylonian [Jew] marries a woman from Eretz Yisrael and she brings him in<sup>10</sup> male and female slaves and his intention is to return [to Babylon], what is the rule?<sup>11</sup> We have to ask this whether we accept the view that the husband has the right, or whether we accept the view that the wife has the right.<sup>12</sup> We have to ask it on the view that the wife has the right. Shall we say that since she has the right they are regarded as hers,<sup>13</sup> or perhaps since they are made over to him as far as the increment<sup>14</sup> is concerned they are regarded as his?<sup>15</sup> The question has equally to be asked on the view that the husband has the right. Seeing that he has the right, are they to be regarded as his, or since he does not acquire the body<sup>16</sup> are they still regarded as hers? — This must stand over.

R. Abbahu said: R. Johanan taught me, If a servant accompanies<sup>17</sup> his master to Syria<sup>18</sup> and his master sells him there, he becomes free. But R. Hiyya teaches that he loses his right?<sup>19</sup> There is no contradiction: in the one case we presume that his master intended to return,<sup>20</sup> in the other that he did not intend to return, as it has been taught: 'A slave must leave Eretz Israel with his master for Syria ... Must leave, you say? Assuredly he need not leave, seeing that we have learnt,

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'Not all may take out.'<sup>21</sup> What [you mean is]: 'if a slave accompanies his master<sup>22</sup> from Eretz Israel to Syria and his master sells him there, if it was his master's intention to return he is compelled to emancipate him,<sup>23</sup> but if it was not his intention to return, he is not compelled.'

R. 'Anan said: I was told by Mar Samuel two things, one in relation to this point,<sup>24</sup> and one in relation to the statement, If a man sells his field in the Jubilee year, Rab says that it is sold but must be immediately returned,<sup>25</sup> whereas Samuel says that it is not sold in the first instance. In one case [he said] the purchase money is returned and in the other case it is not returned,<sup>26</sup> and I do not know which is which.

Said R. Joseph: Let us see.<sup>27</sup> Since it is stated in the Baraitha that if a man sells his slave abroad he becomes free and requires a deed of emancipation from his second master, we infer that the second master became his legal owner and that the purchase money is not to be returned,<sup>28</sup> and therefore that when Samuel said in the other case [of the field] that the field is not sold in the first instance, the money is returned.

1. Work, the neglect or postponement of which would involve definite loss, was allowed to be done on the intermediate days of Passover and Tabernacles. If, however, a man deliberately brought a piece of work before the festival into such a condition that it would be spoilt if not finished during the festival, he was not allowed to finish it.
2. Where the dead man did do a forbidden act.
3. In she hands of the son, who therefore has to redeem the slave.
4. For manuring purposes.
5. Sheb. IV, 2.
6. Such as rendering stuff ritually unclean.
7. Because we presume that the Antiochian lives or is going to live in Eretz Israel.
8. A town in Eretz Israel, on the border of Syria.
9. But his real home is abroad, and therefore the slave sold to him becomes free.
10. As that part of her dowry known as the 'property of the iron flock,' (Zon Barzel, v. Glos) which the husband took over from her at a fixed valuation which was to be returned to her in case of his death or a divorce.

11. Are they regarded as sold abroad or not?
12. In case if a divorce, there is a difference of opinion among the authorities whether she has the right to claim the return of the original property, or whether he has the right to make her the money payment stipulated, v. Yeb. 66b.
13. And therefore are not sold, and so may safely be taken to Babylon.
14. In this case, the labor of the slaves.
15. And he is regarded as having purchased them from the wife, and therefore they may not be taken to Babylon.
16. I.e., complete ownership of the slaves, since if he dies or divorces her, they are returned to her.
17. Of his own free will.
18. The Biblical Aram Zoba, which was conquered by King David, but was not regarded as an integral part of Eretz Israel.
19. By leaving Eretz Israel.
20. And the slave followed him on that assumption.
21. Keth. 110b. The rule is there laid down that a master cannot force his slave to leave Eretz Israel with him.
22. Of his own free will.
23. Even though the slave accompanied him voluntarily.
24. Of a slave sold abroad.
25. In accordance with the law of the Jubilee, Lev. XXV, 10, 12.
26. These are the two things told by Samuel to R. 'Anan.
27. The emphasis is on the 'us'.
28. For otherwise he ought to obtain his deed of emancipation from the first master.

## Gittin 45a

Rab 'Anan, however, was not acquainted with this Baraitha,<sup>1</sup> and as to Samuel's dictum, how could he infer from it that, the field not being sold, the money was to be returned? Perhaps, though the field was not sold, the money was to be regarded as a gift, on the analogy of a man who affiances his sister, in regard to which it has been stated. 'If a man affiances his sister,<sup>2</sup> Rab says that the [betrothal] money is to be returned, while Samuel says that it is to be regarded as a gift'.

Said Abaye to R. Joseph: Why should you want us to penalize the purchaser?<sup>3</sup> Let us penalize the vendor! — He replied. It is not

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the mouse that is the thief but the hole. If there were no mouse, he retorted, how should the hole come by it? — It is only reasonable that where the forbidden stuff is found,<sup>4</sup> there we should impose the penalty.

A certain slave escaped from abroad to Eretz Israel and was pursued by his master. The [latter eventually] came before R. Ammi, who said to him, Let him make you out a bond for his value, and you must make out a deed of emancipation for him; otherwise I will make you forfeit him in accordance with the view of R. Ahi son of R. Josiah. For it has been taught: '[It is written], They shall not dwell in thy land lest they make thee sin against me, etc.<sup>5</sup> Shall I say that the text speaks of a heathen who has undertaken not to practice idolatry? [This cannot be, because] it is written, Thou shalt not deliver unto his master a servant which is escaped from his master unto thee.<sup>6</sup> What is to be done with him? He shall dwell with thee, etc.<sup>7</sup>

R. Josiah found it difficult to accept this explanation, because instead of 'from his master' it should be 'from his father'.<sup>8</sup> Therefore R. Josiah explained the verse to speak of a man who sells his slave abroad. R. Ahi son of R. Josiah in turn found it difficult [to accept this explanation], because instead of 'which is escaped unto thee' it should be 'which is escaped from thee.' R. Ahi son of R. Josiah therefore explained the verse to speak of a slave who escapes from abroad to Eretz Israel.<sup>2</sup>

Another [Baraita] taught: 'Thou shalt not deliver unto his master a servant': Rabbi says that the verse is speaking of a man who buys a slave on the understanding that he will emancipate him.<sup>10</sup> How are we to understand this? — R. Nahman b. Isaac said: He makes out a deed in these terms: 'When I buy you, you shall be regarded as having been your own master [retrospectively] from now.

A slave of R. Hisda's escaped to the Cutheans. He sent word to them that they should return him. They quoted to him in

return the verse, 'Thou shalt not deliver unto his master a servant'.<sup>11</sup> (He quoted to them in return, So thou shalt do with his ass and so thou shalt do with his garment; and so shalt thou do with every lost thing of thy brother's.<sup>12</sup> But, they retorted, it is written, 'Thou shalt not deliver unto his master a servant'?) He sent to them to say: That refers to a slave who escapes from abroad to Eretz Israel, as explained by R. Ahi son of R. Josiah. Why did he quote to them the interpretation of R. Ahi son of R. Josiah [and not rather that of Rabbi]?<sup>13</sup> — Because this accords more with the literal meaning of the verse.<sup>14</sup>

Abaye lost an ass among Cutheans. He sent to them saying, Send it back to me. They sent to him saying, Give us a mark of identification. He sent word to them, that its belly was white. They sent him back word: Were you not Nahmani,<sup>15</sup> we would not send it to you. Have not all asses white bellies?

**MISHNAH.** CAPTIVES SHOULD NOT BE REDEEMED FOR MORE THAN THEIR VALUE, TO PREVENT ABUSES.<sup>16</sup> CAPTIVES SHOULD NOT BE HELPED TO ESCAPE, TO PREVENT ABUSES.<sup>17</sup> RABBAN SIMEON B. GAMALIEL SAYS [THAT THE REASON IS] TO PREVENT THE ILL-TREATMENT OF FELLOW CAPTIVES.<sup>18</sup>

**GEMARA.** The question was raised: Does this prevention of abuses relate to the burden which may be imposed on the community or to the possibility that the activities [of the bandits] may be stimulated? — Come and hear: Levi b. Darga ransomed his daughter for thirteen thousand *Dinarii* of gold.<sup>19</sup> Said Abaye: But are you sure that he acted with the consent of the Sages? perhaps he acted against the will of the Sages.

**CAPTIVES SHOULD NOT BE HELPED TO ESCAPE, TO PREVENT ABUSES. RABBAN SIMEON B. GAMALIEL SAYS, THE REASON IS TO PREVENT THE ILL-TREATMENT OF FELLOW CAPTIVES. What practical difference does it make which**

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reason we adopt? — The difference arises where there is only one captive.<sup>20</sup>

The daughters of R. Nahman used to stir a cauldron with their hands when it was boiling hot.<sup>21</sup> R. 'Ilish was puzzled about it. It is written [he said], One man among a thousand have I found, but a woman among all those have I not found;<sup>22</sup> and here are the daughters of R. Nahman!<sup>23</sup> A misfortune happened to them and they were carried away captive, and he also with them. One day a man was sitting next to him who understood the language of birds. A raven came and called to him, and R. 'Ilish said to him, What does it say? It says, he replied, "'Ilish, run away, 'Ilish, run away'. He said, The raven is a false bird, and I do not trust it. Then a dove came and called. He again asked, What does it say? It says, the man replied, "'Ilish, run away, 'Ilish run, away.'" Said ['Ilish]: The community of Israel is likened to a dove;<sup>24</sup> this shows that a miracle will be performed for me.

He then [said to himself], I will go and see the daughters of R. Nahman; if they have retained their virtue, I will bring them back. Said he to himself: Women talk over their business in the privy. He overheard them saying, These men are [our] husbands just as the Nehardeans [were] our husbands. Let us tell our captors to remove us to a distance from here, so that our husbands may not come and hear [where we are] and ransom us. R. 'Ilish then rose and fled, along with the other man. A miracle was performed for him, and he got across the river,<sup>25</sup> but the other man was caught and put to death. When the daughters of R. Nahman came back, he said, They stirred the cauldron by witchcraft.

**MISHNAH.** NEITHER SHOULD SCROLLS OF THE LAW, PHYLAETERIES AND MEZUZOTH<sup>26</sup> BE BOUGHT FROM HEATHENS AT MORE THAN THEIR VALUE,

1. About the slave, to enable him to solve the question himself.
2. An action in itself null and void.
3. Who buys the slave.

4. Viz., in the hands of the purchaser.
5. Ex. XXIII, 33.
6. Deut. XXIII, 16.
7. Which shows that heathens who do not practice idolatry are allowed to dwell in the land.
8. Another reading is. 'From his god'. The meaning is in either case the same.
9. In which case he is not to be delivered to his master.
10. And from that moment he is compelled to free him.
11. The passage in brackets is omitted in some texts.
12. Deut. XXII, 3.
13. Who was a greater authority.
14. And the Samaritans had more regard for the Written Law than for the Rabbis.
15. V. *supra* 34a. The meaning is: If we did not know you for a pious man who would not deceive us.
16. Lit., 'for the good order of the world'. I.e., so that the captors should not demand excessive ransoms.
17. Lest captors might put their captives in chains and otherwise maltreat them.
18. Lit., 'for the good of the captives'. And not of captives in general.
19. This shows that if an individual is willing to pay more he may do so, and the reason is because of the burden imposed on the community.
20. In this case the reason of Rabban Simeon b. Gamaliel does not apply, and according to him the captive may be helped to escape.
21. Without scalding their hands, apparently on account of their piety.
22. Eccl. VII, 28.
23. Who apparently are righteous.
24. E.g., in the verse, Open to me, my sister, my love, my dove, my undefiled (Cant. V, 2).
25. Lit., 'the ferry'.
26. V. [Glos.](#)

## Gittin 45b

TO PREVENT ABUSES.<sup>1</sup>

**GEMARA.** R. Budia said to R. Ashi: [The Mishnah says that] they must not be bought at more than their value, but [presumably] they may be bought at their value. This would show that a scroll of the Law which is found in the possession of a heathen may be read?<sup>2-</sup> — Perhaps it can be bought to be stored away. R. Nahman said: We have it on tradition that a scroll of the Law which has

## GITTIN – 2a-48a

been written by a Min<sup>3</sup> should be burnt, and one written by a heathen should be stored away. One that is found in the possession of a Min should be stored away; one that is found in the possession of a heathen according to some should be stored away and according to others may be read. With regard to a scroll of the Law which has been written by a heathen, it has been taught by one authority that it should be burnt, and it has been taught by another authority that it should be stored away, and it has been taught by another authority that it may be read.

There is, however, no contradiction. The view that it should be burnt follows R. Eliezer, who said that the intention of the heathen is normally idolatrous;<sup>4</sup> the view that it should be stored away follows the Tanna of the following passage: For R. Hamnuna the son of Raba of Pashrunia learnt that a scroll of the Law, phylacteries and Mezuzoth written by a Min,<sup>5</sup> an informer, a heathen, a slave, a woman, a minor, a Cuthean<sup>6</sup>— and an irreligious Jew<sup>7</sup> are disqualified, since it says. And thou shalt bid them ... and thou shalt write them,<sup>8</sup> which indicates that those who are subject to 'bind' may 'write', but those who do not 'bind' may not 'write'. The statement that such a scroll may be read follows the Tanna [of the following passage] where it has been taught: Scrolls of the Law may be bought from heathens in all places, provided only that they are written in the prescribed manner.

A case arose of a heathen in Sidon who used to write scrolls of the Law, and Rabban Simeon b. Gamaliel permitted them to be bought from him.<sup>2</sup> Seeing that Rabban Simeon b. Gamaliel requires the tanning of the parchment to have been for the specific purpose,<sup>10</sup> will he not require the writing to have been for the specific purpose? For it has been taught: If a man overlays the phylacteries with gold or covers them with the skin of an unclean animal, they are disqualified; [if with] the skin of a clean animal, they are fit for use, even though he did not tan it for the specific purpose.

Rabban Simeon b. Gamaliel says: Even if covered with the skin of a clean animal they are disqualified unless it has been tanned for the specific purpose!<sup>11</sup> —

Rabbah b. Samuel explained that [the heathen of Sidon was] a proselyte who had reverted to his previous errors.<sup>12</sup> But that is worse, for he is a Min?<sup>13</sup> R. Ashi said: It means one who reverted to his old religion out of fear.<sup>14</sup>

Our Rabbis taught: 'The price offered may exceed their value to the extent of a tropaic.'<sup>15</sup> How much is a tropaic? — R. Shesheth says: An aster.<sup>16</sup>

An Arab woman brought a bag of phylacteries to Abaye. Let me have them, he said, at a couple of dates for a pair. She became furious and took them and threw them into the river. Said Abaye: I should not have made them look so cheap to her as all that.

*MISHNAH.* IF A MAN DIVORCES HIS WIFE BECAUSE OF ILL FAME, HE MUST NOT REMARRY HER.<sup>17</sup> IF BECAUSE SHE MAKES A VOW,<sup>18</sup> HE MUST NOT REMARRY HER. R. JUDAH SAYS: [IF HE DIVORCES HER] FOR VOWS WHICH SHE MADE PUBLICLY, HE MAY NOT REMARRY HER, BUT IF FOR VOWS WHICH SHE DID NOT MAKE PUBLICLY, HE MAY REMARRY HER.<sup>19</sup> R. MEIR SAYS, [IF HE DIVORCES HER] FOR A VOW WHICH REQUIRES THE INVESTIGATION OF A SAGE,<sup>20</sup> HE MAY NOT REMARRY HER, BUT IF FOR ONE WHICH DOES NOT REQUIRE THE INVESTIGATION OF A SAGE, HE MAY REMARRY HER.<sup>21</sup> R. ELIEZER SAYS THAT ONE WAS ONLY FORBIDDEN ON ACCOUNT OF THE OTHER. R. JOSE SON OF R. JUDAH SAID: A CASE HAPPENED IN SIDON OF A MAN WHO SAID TO HIS WIFE, KONAM,<sup>22</sup> IF I DO NOT DIVORCE YOU, AND HE DID DIVORCE HER,<sup>23</sup> AND THE SAGES PERMITTED HIM TO REMARRY HER — ALL THIS TO PREVENT ABUSES.<sup>24</sup>

# GITTIN – 2a-48a

**GEMARA.** R. Joseph b. Manyumi said in the name of R. Nahman: The rule [that he must not remarry her] applies only if he says to her, 'I am divorcing you on account of your evil name',

1. Lit., 'for the good order of the world'. Viz., so that an excessive price should not be demanded.
2. A question on which a difference of opinion is expressed lower down.
3. Apparently this name is applied here to a heathen bigot or fanatic, v. [Glos.](#)
4. So that the scroll was written for an idolatrous purpose.
5. In some texts this word is omitted.
6. The Cutheans (Samaritans) kept certain of the commandments, but were not regarded as genuine proselytes.
7. Heb. [H]. V. *supra* p. 190, n. 9.
8. Deut. VI, 8, 9.
9. Tosef. A.Z. III.
10. Lit., 'for its own name,' which of course could not be done by a heathen.
11. V. Sanh. 48b.
12. He knew that they must be written for the specific purpose.
13. V. *supra* p. 199, n. 1.
14. Of the other heathens.
15. I.e., we are not particular to this amount.
16. Half a *Dinar*.
17. Even if the scandal proves to be unfounded. The reasons for this and the following rules are discussed in the Gemara.
18. A habit of which he may disapprove, even though the vow may be annulled.
19. R. Judah was of opinion that vows made publicly could not be annulled.
20. [I.e., one which can be remitted only by a Sage after due investigation by him of the circumstances in which the vow was made, (cf. *supra* 35b) and which the husband could not annul on his own account.]
21. [R. Eliezer differs from R. Meir, and holds that a man may not remarry his wife if he divorces her for a vow which does not require the investigation of a Sage, and since he is forbidden in this case, he is forbidden in the other also.]
22. A species of vow. V. *infra*.
23. The bearing of this on the subject in hand is discussed in the Gemara.
24. Lit., 'for the good order of the world'. The Gemara discusses which part of the Mishnah these words refer to.

## Gittin 46a

'I am divorcing you on account of your vow'. His view was that the reason [why he must not remarry her] was to prevent [him making] mischief subsequently.<sup>1</sup> If he uses these words to her he can make mischief for her,<sup>2</sup> but if not, he cannot make mischief for her.<sup>3</sup> Some there are who report: R. Joseph b. Manyumi said in the name of R. Nahman: He has to say to her, 'Understand that I am divorcing you on account of your evil name'; 'I am divorcing you on account of your vowing'. His view was that the reason [why he must not remarry her] is to prevent the daughters of Israel from becoming dissolute or too prone to vows;<sup>4</sup> hence he is required to address her thus.<sup>5</sup>

There is a teaching in support of the first version and a teaching in support of the second version. It has been taught in support of the first version: R. Meir says: Why has it been laid down that if a man divorces his wife on account of ill fame or on account of a vow he must not remarry her? For fear that she may go and marry another and then it may be discovered that the charge against her was unfounded and he will say, Had I known this was the case, I would not have divorced her even for a hundred *Manehs*, and so the Get becomes retrospective] void<sup>6</sup> and her children [from the second husband] illegitimate. Therefore they say to him [when he comes to give the divorce], Know that a man who divorces his wife on account of ill fame must not remarry her, or [if he divorces her] on account of a vow he must not remarry her.<sup>7</sup>

It has been taught in support of the second version: R. Eleazar son of R. Jose says: Why has it been laid down that if a man divorces his wife on account of a scandal he should not remarry her, or on account of a vow that he should not remarry her? In order that the daughters of Israel should not become dissolute or too prone to vows.<sup>8</sup> Therefore they tell him: Say to her, Understand that I

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am divorcing you on account of your ill fame,  
I am divorcing you on account of a vow.

**R. JUDAH SAYS: IF HE DIVORCES HER FOR VOWS WHICH SHE MADE PUBLICLY, HE MAY NOT REMARRY HER,<sup>9</sup> BUT IF FOR A VOW WHICH SHE DID NOT MAKE PUBLICLY, HE MAY REMARRY HER.<sup>10</sup>** R. Joshua b. Levi said: What is the reason of R. Judah [for holding that a vow made publicly may not be annulled]? Because the Scripture says, And the children of Israel smote them not, because the princes of the congregation had sworn unto them.<sup>11</sup> And what do the Rabbis<sup>12</sup> [make of this verse]? — [They reply:] Did the oath there become binding upon them at all? Since they [the Gibeonites] said, We are come from a far country,<sup>13</sup> whereas they had not come from one, the oath was never binding; and the reason why the Israelites did not slay them was because [this would have impaired] the sanctity of God's name.<sup>14</sup>

How many form a 'public'?<sup>15</sup> — R. Nahman says, three, R. Isaac says, ten. R. Nahman says three, [interpreting] 'days' [to mean] two and 'many' three.<sup>16</sup> R. Isaac says ten, because the Scripture calls ten a 'congregation'.<sup>17</sup>

**R. MEIR SAYS, EVERY VOW THAT REQUIRES, etc.** It has been taught: 'R. Eleazar says: A vow requiring [investigation] was made a ground for prohibition only on account of a vow which does not require [investigation].<sup>18</sup> What is the point at issue [between R. Meir and R. Eleazar]? — R. Meir held that a man does not mind the indignity of his wife appearing in a *Beth Din*,<sup>19</sup> whereas R. Eleazar held that a man is averse to subjecting his wife to the indignity of appearing in a *Beth Din*.<sup>20</sup>

**R. JOSE SON OF R. JUDAH SAID, A CASE HAPPENED IN SIDON, etc.** What has preceded that this should be given as an illustration?<sup>21</sup> — There is a lacuna, and the Mishnah should run thus: 'These rules apply only in the case where the wife vowed, but if he vowed he may remarry, and R. Jose son of

R. Judah adduced a case which happened in Sidon of a man who said to his wife, Konam if I shall not divorce you, and he did divorce her, and the Sages permitted him to remarry her, to prevent abuses.'

1. [I.e., attacking the validity of the second marriage, which the woman might contract, and the legitimacy of the ensuing offspring by saying that if he had known that the charge against her was false, or that the vow could have been annulled, he would not have divorced her. V. *infra*.]
2. By saying that he gave the Get under a misapprehension. But if he cannot remarry her, he has no motive to do so.
3. And therefore there is no reason why we should forbid him to remarry her.
4. Since the possibility of their being divorced in this way will act as a deterrent.
5. But even if he does not, he still may not remarry her, this being her punishment.
6. As having been given under a misunderstanding.
7. And if in spite of this he divorces her, he shows that he is not fond of her, and cannot subsequently say that the Get was given under a misapprehension.
8. As explained p. 201, n. 7.
9. Because such a vow cannot be annulled and the woman is punished for making it.
10. R. Judah holds that the reason why he must not remarry her is to prevent the women becoming too prone to vows, and this reason does not apply if the vow in question is one that can be annulled.
11. Josh. IX, 18. The reference is to the Gibeonites who were spared although belonging to the 'seven nations'. Had the oath not been given in public, a way could have been found to annul it, since it was given under a misapprehension.
12. Who hold that vows made publicly may be annulled.
13. Josh. IX. 9.
14. Since the princes had sworn to them by the Lord, *ibid*.
15. [H], lit., 'many'.
16. In the verse, And if a woman have an issue of her blood many days (Lev. XV, 25), 'many' denoting there 'three', v. Nid. 73a.
17. Num. XIV, 27: How long shall I bear with this evil congregation, where the reference is to ten of the twelve spies, v. Sanh. 2a.
18. V. *infra* n. 6.
19. To be questioned about her vow. R. Meir was of opinion that the reason of the prohibition was to prevent the husband from making mischief subsequently, and this he could do

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only if the vow was one which he could not annul but which a Sage could remit.

20. And therefore by rights we should not prohibit remarrying if the divorce was given on the ground of a vow of this kind, since the husband cannot afterwards make mischief. R. Eleazar, however, holds that if the vow is one which the husband could have annulled (though he did not know it at the time), he can make mischief, and we do prohibit the remarriage, and since we prohibit in this case we prohibit also in the other.
21. Hitherto the Mishnah has spoken of vows made by the wife, and R. Jose gives an instance of a vow made by a husband.

## Gittin 46b

What konam<sup>1</sup> was there here? — R. Huna said: We suppose he said, Every species of produce shall be forbidden to me if I do not divorce you.

AND THEY PERMITTED HIM TO REMARRY HER. This surely is self-evident? — You might think that we should prohibit him on account of the dictum of R. Nathan, as it has been taught: R. Nathan says: To make a vow is like building a high place<sup>2</sup> and to keep it<sup>3</sup> is like bringing an offering thereon. Therefore we are told [that this is not so].

TO PREVENT ABUSES. What prevention of abuses is there here? — R. Shesheth said that the words refer to the earlier clauses [of the Mishnah]:<sup>4</sup> Rabina said that they refer indeed to the last clause, and the meaning is, There was no ground for forbidding this on the score of preventing abuses.

**MISHNAH.** IF A MAN DIVORCES HIS WIFE BECAUSE [HE FINDS HER] TO BE INCAPABLE OF BEARING,<sup>5</sup> R. JUDAH SAYS HE MAY NOT REMARRY HER,<sup>6</sup> BUT THE SAGES SAY THAT HE MAY REMARRY HER.<sup>7</sup> IF SHE MARRIES AGAIN AND HAS CHILDREN FROM THE SECOND HUSBAND AND THEN DEMANDS HER *KETHUBAH* SETTLEMENT FROM THE FIRST,<sup>8</sup> R. JUDAH SAYS, HE CAN SAY TO HER, THE LESS YOU SAY THE BETTER.<sup>9</sup>

**GEMARA.** This would seem to show that R. Judah takes into account the possibility of mischief-making and the Rabbis do not take it into account. But we have found the opposite opinions ascribed to them, as we have learnt: If a man divorces his wife on account of ill fame or on account of a vow she has made, he must not remarry her. R. Judah says: If the vow was made publicly, he may not remarry her, but if it was not made publicly he may remarry her.<sup>10</sup> This seems to show that the Rabbis take account of the possibility of mischief-making and R. Judah does not take account of it? — Samuel said: Reverse the names.<sup>11</sup>

But since the Mishnah goes on to say, IF SHE MARRIES AGAIN AND HAS CHILDREN FROM THE SECOND HUSBAND, AND THEN DEMANDS HER *KETHUBAH* SETTLEMENT FROM THE FIRST, R. JUDAH SAYS THAT HE CAN SAY TO HER, THE LESS YOU SAY THE BETTER, we can conclude that R. Judah does take into account the possibility of mischief making? — Reverse the names here also.<sup>12</sup>

Abaye said. There is no need to reverse, since R. Judah in that<sup>13</sup> case concurs both with R. Meir and with R. Eleazar. In the case [of a vow] which requires [the investigation of a Sage] he concurs with R. Eleazar,<sup>14</sup> and in the case [of a vow] which does not require [investigation] he concurs with R. Meir.<sup>15</sup> Raba said: Is there a contradiction between the statements of R. Judah and no contradiction between the statements of the Rabbis?<sup>16</sup> — No, said Raba; Between the statements of R. Judah there is no contradiction, as has been explained. Between the statements of the Rabbis there is also no contradiction. For who are the Sages [here]? R. Meir, who said that we require the condition to be duplicated,<sup>17</sup> and here we are dealing with a case where he did not duplicate his condition.<sup>18</sup>

**MISHNAH.** IF A MAN SELLS HIMSELF AND HIS CHILDREN TO A HEATHEN, HE IS NOT TO BE REDEEMED. HIS CHILDREN,

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**HOWEVER, ARE TO BE REDEEMED AFTER THE DEATH OF THEIR FATHER.**

**GEMARA.** R. Assi said: This rule applies only if he sold himself a second and a third time. Certain [Jews of] Bemekse<sup>19</sup> borrowed money from heathens, and when they were unable to pay the latter seized them for slaves. They appealed to R. Huna, who said: What can I do, seeing that we have learnt **IF A MAN SELLS HIMSELF AND HIS CHILDREN TO A HEATHEN HE IS NOT TO BE REDEEMED?** R. Abba thereupon said to him: You have taught us, Master, that this applies only if he has so sold himself a second and a third time. R. Huna replied: These men do this habitually.

A certain man sold himself to the Lydians<sup>20</sup> and then appealed to R. Ammi saying,

1. The effect of a Konam is to declare something forbidden to him who utters it in the same way as sanctified stuff. (Konam is probably derived from Aramaic Kenom 'self', 'person' and is thus the object of an elliptical sentence, 'I pledge (myself) my person with So-and-so (that I will, or will not, do this or that)'; v. Cooke, North Semitic Inscriptions p. 34; and Ned. 2a.)
2. In the periods when the high places were forbidden, i.e., when the Temple stood.
3. Instead of seeking absolution from a wise man.
4. The prohibition to remarry.
5. [H] lit., 'ram-like', manlike, v. Keth. 11a.
6. For fear that she may marry another and bear him children and the first husband may then say that he only divorced her with the intention of remarrying her if she should become capable of bearing, and so throw suspicion on the validity of the Get. But if he knows from the outset that he cannot remarry her, he will not do this.
7. As this danger is too remote to need providing against.
8. Which she did not receive on divorce, v. Keth. 100b.
9. Lit., 'your silence is better than your speech'.
10. Mishnah, *supra* 45b.
11. In the first clause of our Mishnah.
12. In the second clause of our Mishnah.
13. In the earlier Mishnah.
14. That a man does not like his wife to be brought before the *Beth Din*. Hence in this case he cannot say, 'if I had known, etc.' and

there is no likelihood of his making trouble if she marries another.

15. That the husband will be fully cognizant of the kind of vow which he can annul, and so in this case also there is no likelihood of his making trouble. Where, however, there is a possibility of his making trouble, R. Judah will agree that we have to provide against it.
16. They seem to contradict themselves as much as R. Judah.
17. I.e., expressed both positively and negatively. V. *infra*, 75a.
18. I.e., he did not say 'I divorce you because you are barren, and if you are not barren this is no Get', so that the condition has no effect upon the Get.
19. [A frontier town on the South-western border of Babylon. (Obermeyer. *op. cit.* p. 334)]-
20. [H] A tribe of cannibals (Rashi). [Or 'Iudarii' [Iudi], people who arrange and hire men for gladiatorial contests to kill off with the finishing stroke the enraged beasts; v. Graetz, *Geschichte*, IV, p. 238, and Krauss, *AT*, I. p. 701.]

## Gittin 47a

**Redeem me. So he said:<sup>1</sup> We have learnt, IF A MAN SELLS HIMSELF AND HIS CHILDREN TO A HEATHEN HE IS NOT TO BE REDEEMED, BUT HIS CHILDREN ARE TO BE REDEEMED AFTER THE DEATH OF THEIR FATHER, to prevent their going astray.<sup>2</sup> All the more so then here, where there is a danger of their being killed.**

The Rabbis said to R. Assi: This man is a non-observant Israelite, who has been seen eating non-Jewish meat.<sup>3</sup> He said to them: possibly he did so because he wanted<sup>4</sup> [meat, and could get no other]? They said: There have been times when he had the choice of permitted and forbidden meat and he left the former and took the latter. He thereupon said to the man: Be off; they will not let me ransom you.

Resh Lakish<sup>5</sup> once sold himself to the Lydians. He took with him a bag with a stone in it, because, he said, it is a known fact that on the last day they grant any request [of the man they are about to kill] in order that he may forgive them his murder.<sup>6</sup> On the last

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day they said to him, What would you like? He replied: I want you to let me tie your arms and seat you in a row and give each one of you a blow and a half with my bottle. He bound them and seated them, and gave each of them a blow with his bag which stunned him. [One of them] ground his teeth at him. Are you laughing at me? he said. I have still half a bag left for you. So he killed them all and made off. As he was once seated [on the ground] eating and drinking,<sup>7</sup> his daughter said, Don't you want something to recline on? He replied: Daughter, my belly is my cushion.<sup>8</sup> At his death he left a Kab<sup>9</sup> of saffron, and he applied to himself the verse, And they shall leave to others their substance.<sup>10</sup>

**MISHNAH.** IF A MAN SELLS HIS FIELD TO A HEATHEN, HE HAS TO BUY [YEARLY] THE FIRST-FRUITS FROM HIM AND BRING THEM TO JERUSALEM,<sup>11</sup> TO PREVENT ABUSES.<sup>12</sup>

**GEMARA.** Rabbah said: Although a heathen cannot own property in the land of Israel so fully as to release it from the obligation of tithe, since it says, For mine is the land,<sup>13</sup> as much as to say, mine is the sanctity of the land,<sup>14</sup> yet a heathen can own land in the Land of Israel so fully as to have the right of digging in it pits, ditches and caves, as it says, The heavens are the heavens of the Lord, but the earth he gave to the sons of man.<sup>15</sup>

R. Eleazar, however, said: Although a heathen can own land so fully in the land of Israel as to release it from the obligation of tithe, since it says, [The tithe of] thy corn,<sup>16</sup> which implies, 'and not the corn of the heathen,' yet a heathen cannot own land in the Land of Israel so fully as to have the right of digging in it pits, ditches and caves, since it says, The earth is the Lord's.<sup>17</sup> What is the point at issue between them? — One<sup>18</sup> holds that [we interpret the word 'thy corn'] to mean 'thy corn and not the corn of the heathen' and the other holds that we interpret it to mean, 'thy storing and not the storing of the heathen.'<sup>19</sup>

Rabbah said: Whence do I derive my view? Because we have learnt: Gleanings, forgotten sheaves, and produce of the corner belonging to a heathen are subject to tithe unless he has declared them common property.<sup>20</sup> How are we to understand this? Are we to say that the field belongs to an Israelite and the produce has been gathered by a heathen? If so, what is the meaning of 'unless he declared them common property,' seeing that they are already such?<sup>21</sup> We must therefore say that the field belongs to a heathen and an Israelite has gathered the produce, and the reason why he has to give no tithe from them is because he declared them common property, but otherwise he would be liable!<sup>22</sup> — This is not conclusive. I may still hold that [the field spoken of] belongs to an Israelite and that a heathen has gathered the produce; and as for your argument that it is already declared common property, granted that it is such in the eyes of the Israelite, is it such in the eyes of the heathen?<sup>23</sup>

Come and hear: If an Israelite bought a field from a heathen before the produce was a third grown and sold it back to him after it was a third grown, it is subject to tithe,<sup>24</sup> because it was so already<sup>25</sup> [before he sold it back]. The reason is [is it not] because it was so already, but otherwise it would not be subject?<sup>26</sup> — We are dealing here with a field in Syria, and [the author of this dictum] took the view that the annexation of an individual<sup>27</sup> is not legally counted as annexation.<sup>28</sup> Come and hear: 'If an Israelite and a heathen buy a field in partnership.

1. [R. Ammi to the scholars present. The word 'to him' in current editions is to be deleted, v. BaH.]
2. By learning the ways of the heathen, of which there was not so much danger when their father was alive.
3. Lit., 'Nebelah and Terefah', i.e., meat from an animal not killed according to the Jewish rite or disqualified on account of some physical defect. V. [Glos.](#)
4. Lit., 'for desire' to satisfy the appetite.
5. In his early years Simeon b. Lakish was a brigand.

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6. Lit., 'his blood'. [Aruch 'that his blood may be sweet'. By fulfilling his wishes they will enjoy his blood without remorse].
7. It was one of the characteristics of Resh Lakish that he never made provision for the morrow.
8. It was his custom to lie on his stomach. Cf. Zeb. 5.
9. A small measure.
10. Ps. XLIX, 11.
11. This is the rendering of Rashi. According to another reading, which Tosaf. considers preferable, we should translate 'Anyone who buys it from him has to bring the first-fruits, etc.'
12. I.e., to deter people from selling their land to heathens, or to stimulate them to redeem it if they have sold it.
13. Lev. XXV, 23.
14. That is to say, it remains holy even in the hand of the heathen, and tithe must be brought from it.
15. Ps. CXV, 16.
16. Deut. XIV, 23.
17. Ps. XXIV, 1.
18. R. Eleazar.
19. [The obligation for tithing comes into force only after the crop has been finally turned into corn (v. Ma'as I, 6); and according to Rabbah the verse exempts only such corn as has been at that time in the ownership of the non-Jew. Where, however, a Jew had been responsible for the final process as owner, there is liability although the crop grew in soil belonging to a non-Jew, because a non-Jew cannot own property in Eretz Israel so fully as to release it from the obligation to tithe.]
20. *Pe'ah* IV, 9.
21. Ipso facto, even without any declaration on the part of the owner, v. Lev. XIX, 9, 10.
22. Which would show that normally a field sold to a heathen is still subject to tithe.
23. [Consequently should a Jew buy these gleanings from the non-Jew, he will have to give tithes unless the original owner had declared them common property.]
24. Should another Jew buy the produce from the heathen and turn it into grain.
25. The rule was that produce became liable for tithe as soon as it was a third grown. R.H. 12.
26. Which would show that normally a field sold to a heathen is not subject to tithe.
27. King David. V. *supra* p. 25, n. 3.
28. [And ownership of a field in Syria by a heathen does release the produce from the tithing obligation, which is there merely of rabbinic origin.]

## Gittin 47b

*Tebel* and *Hullin*<sup>1</sup> are inextricably mixed up in it.<sup>2</sup> This is the view of Rabbi. Rabban Simeon b. Gamaliel says that the part belonging to the heathen is exempt [from tithe], and the part belonging to the Israelite is subject to it'.<sup>3</sup> Now [are we not to say that] the extent of their difference consists in this, that the one authority [R. Simeon] holds that a distinction can be made retrospectively,<sup>4</sup> while the other holds that no distinction can be made retrospectively, but both are agreed that a heathen can own land in the land of Israel so fully as to release it from the obligation of tithe?<sup>5</sup> — Here too we are dealing with land in Syria, and [R. Simeon] took the view that the annexation of an individual is not legally regarded as annexation.

R. Hiyya b. Abin said: Come and hear. IF ONE SELLS HIS FIELD TO A HEATHEN, HE MUST BUY FROM HIM THE FIRST-FRUITS AND TAKE THEM TO JERUSALEM, TO PREVENT ABUSES. That is to say, the reason is to prevent abuses, but the Torah itself does not prescribe this?<sup>6</sup> — R. Ashi replied: There were two regulations. At first they [the sellers of the fields] used to bring the first-fruits as enjoined in the Torah. When [the Sages] saw that they made the recital [over them]<sup>7</sup> and still sold [fields], being under the impression that the fields still retained their holiness, they ordained that [the first-fruits] should not be brought. When they saw that those who were short of money still sold and the fields remained in the hands of the heathen, they ordained that they should be brought.<sup>8</sup>

It has been stated: If a man sells his field in respect of the produce only,<sup>9</sup> R. Johanan says that [the purchaser] brings the first-fruits and makes the recital [over them],<sup>2</sup> while Resh Lakish says that he brings them but makes no recital.<sup>10</sup> R. Johanan who says that he brings and recites is of the opinion that the possession of the increment is equivalent to possession of the [parent] body, while Resh

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Lakish who says that he brings without reciting is of opinion that the possession of the increment is not equivalent to the possession of the [parent] body.<sup>11</sup>

R. Johanan raised an objection against Resh Lakish [from the following]: [And thou shalt rejoice in all the good which the Lord hath given to thee] and to thy house:<sup>12</sup> this teaches that a man brings the first-fruits of his wife<sup>13</sup> and makes the recital! — Resh Lakish rejoined: There is a special reason there,<sup>14</sup> because the text says 'his house'.<sup>15</sup> According to another report, Resh Lakish raised an objection against R. Johanan [by quoting to him]: 'And to thy house:' this shows that a man brings the first-fruits of his wife and makes the recital. This, [continued Resh Lakish,] is the rule in the case of the wife, because the text says and to thy house, but in other cases not! —

R. Johanan replied: I derive my reason also from the same verse.<sup>16</sup> He [then] raised an objection [from the following]: 'If while he was on the road bringing the first-fruits of his wife he heard that his wife had died, he brings them and makes the recital,' which means, [I take it], that if she did not die he does not make the recital?<sup>17</sup> — No, [he replied]; the rule is the same even if she did not die, but it had to be stated also in regard to the case of her dying, [for this reason]. It might have occurred to us that [in this case] we should as a precaution prohibit [the husband from reciting] on account of the ruling of R. Jose b. Hanina who laid down that if a man gathered his grapes and commissioned another man to bring them [to Jerusalem] and the person commissioned died on the way, he [himself] brings them but does not make the recital, because it says, and thou shalt take ...<sup>18</sup> and thou shalt bring,<sup>19</sup> which implies that the taking and the bringing must be performed by the same person.<sup>20</sup> We are therefore told [that we do not take this precaution].

R. Johanan and Resh Lakish are herein true to their own principles, as stated elsewhere: If a man sells his field

1. *Tebel* is produce from which tithe and other dues have not yet been separated. Hullin is produce which may be consumed without scruple by laymen.
2. Even if they each take the produce of a separate half of the field.
3. Tosef. Ter. II.
4. Lit., 'there is Bererah', (v. [Glos.](#)). I.e., we suppose that the part which the heathen took eventually was intended for him from the beginning.
5. Which refutes Rabbah.
6. I.e., according to the Torah, the heathen is the legal owner, and therefore tithe need not be brought, which refutes Rabbah.
7. V. Deut. XXVI, 1-11.
8. So that they should be impelled to buy the fields back.
9. I.e., on the understanding that the purchaser is to acquire the produce for a certain number of years but not to become owner of the soil.
10. Because the recital contains the words the fruit of the ground which thou, O Lord, hast given me, which could be said with propriety only by the owner of the soil.
11. As appears later, the difference here between R. Johanan and Resh Lakish in respect to first-fruits refers to the time when the law of Jubilee was no longer in force, i.e., after the tribes of Reuben and Gad were carried off by Sennacherib (v. 2 Kings XV, 29) till the rebuilding of the Second Temple.
12. Deut. XXVI, 11.
13. From the so-called 'property of Mulug' (v. [Glos.](#)) which belonged to the wife but of which the husband had the management and usufruct. 'House' here as in many cases is taken by the Rabbis as equivalent to 'wife'.
14. Why the first-fruits are brought by one who does not own the soil.
15. The Torah has made a special exception in the case of the wife's produce.
16. I.e., R. Johanan takes the case of the wife as being not exceptional but typical.
17. Presumably because his relation to the field is still that of purchaser.
18. Deut. XXVI, 2 and 10.
19. This is implied in the text, which thou shalt bring (ibid) cf. verse 10.
20. And here the husband having in the interval been transformed from a purchaser into an heir is in a way no longer the same person.

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## Gittin 48a

in the period when the law of the Jubilee is in force.<sup>1</sup> R. Johanan says that he brings the first-fruits and makes the recital, while Resh Lakish says that he brings them without making the recital. R. Johanan who says that he brings them and makes the recital takes the view that the possession of the increment is equivalent to the possession of the [parent] body, while Resh Lakish, who says that he brings without making the recital, takes the view that the possession of the increment is not equivalent to the possession of the [parent] body. It was necessary [to state the difference between R. Johanan and Resh Lakish] in both cases. For if it had been stated only in the latter case,<sup>2</sup> I might have said that Resh Lakish rules as he does there because when the purchaser buys<sup>3</sup> [the field] he actually has in mind only the produce,<sup>4</sup> but in the other case, where he has in mind the land itself, I might think that he agrees with R. Johanan. if again I had only the other case I might think that there [only] R. Johanan rules in this way, but in this case he agrees with Resh Lakish. Hence [both] had to be [stated].

Come and hear:<sup>5</sup> If a man buys a tree and the soil under it, he brings the first-fruits from it and makes the recital!<sup>6</sup> — We are speaking here of the period when the Jubilee is not observed. Come and hear:<sup>5</sup> 'If a man buys two trees in another man's field, he brings the first-fruits but does not make the recital,'<sup>7</sup> which implies that if he buys three<sup>8</sup> he does make the recital? — There too we speak of the period when the Jubilee is not observed.

Now, however, that R. Hisda has stated that the controversy [between R. Johanan and Resh Lakish] refers only to the period of the second Jubilee,<sup>9</sup> but In the period of the first Jubilee<sup>10</sup> both agree that he [the purchaser] had to bring and recite, since they still could not rely on the fields being returned, there is no difficulty: the one [R. Johanan] speaks of the first Jubilee and the other of the second

Jubilee. Shall we say that we find in the following passage<sup>11</sup> the same difference between Tannaim: 'How do we know that if a man buys a field from his father and then sanctifies it and his father subsequently dies,<sup>12</sup> it is reckoned as "a field of possession"?'<sup>13</sup> Because Scripture says, And if he sanctifies ... a field which he hath bought which is not of the field of his possession [he shall give thine estimation].<sup>14</sup> [This signifies] a field which is not capable of becoming a "field of possession,"<sup>15</sup> [and we therefore] except [from this rule] such a one as this which is capable of becoming a "field of his possession".<sup>16</sup> This is the opinion of R. Judah and R. Simeon.

R. Meir says: From where do we know that if a man buys a field from his father and his father dies and he then subsequently sanctifies the field, it is reckoned as a field of his possession? Because it says, If he sanctifies a field which he hath bought which is not of the field of his possession. [This signifies] a field which is not a "field of possession", and we therefore except from this rule such a one as this which is [now] a field of his possession.'<sup>17</sup>

Now R. Judah and R. Simeon, [while agreeing that in the case] where his father died and then he sanctified the field<sup>18</sup> [it is reckoned a 'field of possession'], do not require a text to indicate this.<sup>19</sup> Is not then the point at issue between them this: R. Meir held that the possession of the increment is equivalent to the possession of the [parent] body, and in this case therefore on the death of his father he does not inherit anything, and therefore if his father died and he sanctified it subsequently a text is necessary to indicate [that it is 'a field of his possession'],<sup>20</sup> whereas R. Judah and R. Simeon held that the possession of the increment is not equivalent to the possession of the [parent] body, and in this case on the death of his father he does inherit the field, and therefore if he sanctifies it after the death of his father no text is necessary [to indicate that it is 'a field of his possession'], and where a text is required is to

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indicate [that it is 'a field of his possession' even] when he sanctified it before the death of his father?<sup>21</sup> —

R. Nahman b. Isaac said: All the same I may still maintain that in general R. Judah and R. Simeon held that the possession of the increment is equivalent to the possession of the parent body, but in this case R. Judah and R. Simeon found a text which they interpreted [to the contrary effect]: The Divine Law [they said,] might have written, 'If he sanctifies a field which he has bought, which is not his possession.' What is the force of the words, 'Which is not of the field of his possession'? [It signifies], one which is not capable of becoming the field of his possession, [and we] except from the rule one that is capable of becoming the field of his possession.<sup>22</sup>

R. Joseph said: Had R. Johanan not maintained that the possession of the increment is not equivalent to the possession of the [parent] body, he would not have had a leg to stand on<sup>23</sup> in the *Beth Hamidrash*. For R. Assi said in the name of R. Jonathan that if brothers divide an inheritance they stand to one another in the relation of purchasers and have to restore their shares to one another at the Jubilee.<sup>24</sup> Now [this being so], should you assume [that the possession of the increment is] not equivalent to the possession of the [parent] body, then you would not find anyone qualified to bring first-fruits save an only son who had inherited from an only son up to the days of Joshua son of Nun.<sup>25</sup>

Raba said: Both Scripture and a Baraita support Resh Lakish. Scripture,

1. In which case there is no question that the purchaser does not become owner of the soil, as he has to return the land at the Jubilee.
2. Where the land is purchased in the epoch of the Jubilee.
3. Lit., 'he descends into'.
4. I.e., he never for a moment imagines himself to be the owner of the land.
5. An argument against Resh Lakish.
6. Bek. I, 11. Although the land is returnable at the Jubilee.

7. Ibid. I, 6.
8. In which case he automatically acquires the land under and between the trees, v. B.B. 81a.
9. I.e., the period of the Second Temple, when the Jews observed the law of the Jubilee strictly.
10. [I.e., of the first Temple, where it was not strictly observed (Rashi). Maim., Yad Bikkurim IV, 6. takes the first and second Jubilee in a literal sense — the first and second Jubilee cycles observed by the Jews].
11. B.B. 72b.
12. Before the Jubilee, when the field would automatically revert to him.
13. And not one of 'purchase', and therefore liable to be redeemed at a lower rate. V. Lev. XXVII, 16-23.
14. Lev. XXVII, 22, 23.
15. E.g., one which he bought from any other man and which would have to be restored to him or to his heirs at the Jubilee.
16. By inheritance.
17. But not one which is only capable of becoming such subsequently.
18. The case put by R. Meir.
19. While R. Meir does.
20. And not a field of purchase, in spite of the fact that he originally purchased it from his father.
21. In spite of the fact that he purchased it from his father.
22. For fuller notes on the whole of this passage, v. B.B. (Sonc. ed.) pp. 285ff.
23. Lit., 'he would not have found his hands and feet.'
24. B.K. 69b and *supra* 25a.
25. So that the property had never been divided, for as soon as it was divided it was in effect sold, and had no owner capable of bringing first-fruits.